

# Request for Proposals for Software and Implementation Services for an Enterprise Resource Planning (ERP) Software Systems Solution



**Solicitation Due Date: Friday, December 15, 2023 Time: 4:00 p.m. (Pacific Time)**

All Proposals must be received by Coachella Valley Association of Governments (CVAG) by the date and time cited above. It shall be the Proposer's sole risk to assure submission by the designated time.

**VENDORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.**

Solicitation packages can be obtained by downloading from the CVAG [website at https://cvag.org/proposals](https://cvag.org/proposals). Should you experience problems downloading the solicitation, contact Allen McMillen at [procurement@cvag.org](mailto:procurement@cvag.org).

All questions concerning the RFP **must** be submitted via email only, to BerryDunn (Kate Offerdahl-Joyce – [kate.offerdahl-joyce@berrydunn.com](mailto:kate.offerdahl-joyce@berrydunn.com)) as identified within this solicitation in [Section 1.9](#). Communications with other CVAG staff may disqualify you from the evaluation process.

## Forms, Worksheets, and Other Attachments

### **Attachment A – Proposal Response Forms**

*(See MS Word document "CVAG ERP RFP – Attachment A.docx")*

### **Attachment B – Functional and Technical Requirements/Capabilities**

*(See MS Excel spreadsheet "CVAG ERP RFP – Attachment B.xlsx")*

### **Attachment C1 – Cost Worksheets**

*(See MS Excel spreadsheet "CVAG ERP RFP – Attachment C1.xlsx")*

### **Attachment C2 – Cost Narrative**

*(See MS Word document "CVAG ERP RFP – Attachment C2.docx")*



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## 1 RFP Introduction and Background

### 1.1 Introduction

The Coachella Valley Association of Governments (CVAG), a California Joint Powers Authority (JPA) and Special District, which also staffs and provides administrative services for the Coachella Valley Conservation Commission (CVCC) as well as Desert Community Energy (DCE) (both California JPA Special Districts) is soliciting Proposals from Proposers capable of satisfying the needs for software and consulting services to implement a new software systems environment to address all three agencies' needs related to Enterprise Resource Planning (ERP). Throughout this RFP, the term CVAG is used to collectively refer to all three agencies when it is not specifically describing CVAG alone. CVAG is the sole agency entering into the contract with the selected proposer(s).

In addition to soliciting written responses, this document provides information to assist Proposers in preparing their responses and facilitates the subsequent evaluation and comparison process. In that regard, this RFP:

- Provides information essential to soliciting meaningful recommendations and realistic commitments from the Proposers
- Specifies the desired format and content of Proposals in response to this RFP
- Outlines CVAG's evaluation and selection procedures
- Establishes a schedule for the preparation and submission of Proposals in response to this RFP

This RFP and the selected Proposal in response to this RFP will be incorporated into the contract resulting from this solicitation.

### 1.2 About CVAG, CVCC, and DCE



CVAG is a joint powers authority 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 of the Coachella Valley. CVAG consists of representatives of 10 cities, one county, and four Native American tribes. CVAG has many programs that span several departments including Transportation, Energy & Sustainability, Community Resources, Homelessness, and Administration. Proposers are asked to review CVAG's most current budget for a deeper look into current projects and leadership's vision starting on page 01: [CVAG Budget 2023-24.pdf](#).

CVAG also provides administrative support by providing staff for the following associated joint powers agencies:

- The Coachella Valley Conservation Commission formed in December 2005 consisting of nine 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. Proposers are asked to review CVCC’s most current budget for a deeper look into current projects and leadership’s vision: [CVCC Budget 2023-24.pdf](#).

- Desert Community Energy formed in October 2017 whose members are the cities of Palm Desert and Palm Springs; however, only the city of Palm Springs currently has ratepayers that are served load. DCE was formed to offer a Community Choice Aggregation (CCA) program with the concept of offering a carbon free energy product with an emphasis on local control. CCAs are legal entities that allow communities to source their own electricity, putting an end to the monopolies held by traditional Investor-Owned Utilities such as Southern California Edison (SCE). DCE offers customers the choice to buy cleaner electricity at competitive rates, reducing greenhouse gases through development of robust renewable energy infrastructure. DCE purchases the generation of clean energy and other generation products while Southern California Edison (SCE) provides transmission and distribution of electricity as well as meter and billing services to bundled customers. DCE outsources data management for the CCA customers to Calpine Solutions which provides the transaction details used to enter consolidated data into the current ERP system. Proposers are asked to review DCE’s current budget for a deeper look into current projects and leadership’s vision: [DCE Budget 2023-24.pdf](#).

Per the fiscal year FY 2023-24 budget (as referenced in Table 01: Statistics below), CVAG had 35.27 employees and total budgeted revenue of approximately \$97 million. However, about \$91 million (approximately 93.8 percent) of the FY2023-24 budget amount consists of CVAG capital-project-related and other regional transportation flow-through funding. CVAG’s general fund has a budgeted balance of \$2.3 million for the fiscal year ending June 30, 2024.

The FY2023-24 revenue budgets for CVCC and DCE are approximately \$6.2 million and \$71.5 million, respectively.

The following table contains statistics related to CVAG. These statistics are estimates and are provided for planning purposes only. Additional information has been provided in [Table 04: Functional Area Statistics](#).

**Table 01: Statistics**

No.	Area	Statistic
1	Total Revenue Budget	\$97 million
2	Population Served	N/A – Special District
3	Total FTEs	35.27
4	Fiscal Year	July 1 – June 30

### 1.3 Enterprise Resource Planning (ERP) Technology

The financial system used by CVAG alone 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 and implemented a new budgeting system from Questica and produced its FY2022-23 as well as FY2023-24 Annual Budget utilizing the application; CVAG uses Paychex Small Business Package services for payroll processing and income taxes, which does not currently interface with CVAG's financial accounting system as completely as it could be implemented.

#### **1.4 Project Objectives**

As discussed above, a key need of CVAG relates to a solution provider analyzing the current chart of accounts and assisting in a complete redesign as part of the ERP selection and an initial phase of implementation. Historically, 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. CVAG is looking for a dynamic chart of accounts in its future state.

The overall goal of this project is to take advantage of the newest technology while considering future growth and harness current efficiencies by reviewing business processes or implementing technology to enhance existing business processes performed by CVAG departments and the agencies it staff. CVAG will replace its current software systems environment with a new system or combination of software systems and looks to adopt systems functionality to support core processes. In doing so, CVAG seeks to address several challenges in the current environment, and gain future efficiencies, including, but not limited to:

##### **Key Objective and Outcomes:**

- Replace the existing ERP system with a proven, commercial-off-the-shelf (COTS) ERP system. As CVAG outsources its IT operations, a Software as a Service (SaaS) solution is preferred. CVAG's goal is to take advantage of a modern ERP system that is designed around best practices allowing CVAG to streamline and improve processes that result in timely, accurate, and easy-to-access information. Some examples of general objectives include:
  - Scalability: In a rapidly evolving technological landscape, CVAG aims for a future-proof ERP system that can seamlessly adapt and scale to meet changing needs and growth requirements.



- Cost Consolidation: Utilize information technology to centralize and consolidate costs associated with ERP implementation, ongoing training, and maintenance, ensuring efficient resource allocation.
- Enhanced Communication: Improve internal and external communications through the effective use of information technology, fostering better collaboration and information sharing across departments and with external stakeholders.
- Process Refinement: Refine and optimize business processes by aligning them with industry best practices, promoting efficiency, consistency, and compliance.
- Automation and Efficiency: Enhance features and functionality within the ERP system to support increased automation, streamlining operations, and achieving operational efficiencies.
- Productivity Enhancement: Increase overall productivity by eliminating redundancy, automating repetitive tasks, and simplifying workflows, allowing staff to focus on value-added activities.
- Custom Reporting and Dashboards: Many users lack access to custom ad hoc reports and dashboards. CVAG seeks a solution that enables users to generate customized reports and utilize dashboard functionality without extensive third-party intervention.
- Workflow Inefficiencies: The absence of a consistent, centralized, and electronic workflow and approval process leads to significant inefficiencies in CVAG's operations. Streamlining workflows is a top priority.
- Manual Processes: Multiple functional areas and departments still rely on manual and paper-based processes, causing delays, errors, and decreased productivity. CVAG aims to automate and digitize these processes.
- Employee Self-Service (ESS) Portal: The implementation of an Employee Self-Service portal is crucial to provide employees with centralized access to information, enhancing their experience and reducing administrative burdens.
- Citizen/Customer Self-Service (CSS) Portal: The implementation of an accounts receivable Citizen Self-Service web portal to allow citizens to create and maintain Agency defined information and automatically assign customer account number, type, and/or category; as well as Customer entry for “development impact fee” (permitting) requests.
- Robust Training: CVAG seeks a comprehensive training plan that not only covers pre-implementation training but also post-go-live support. This training plan should emphasize workflow improvement and ensure staff have a deep understanding of the ERP system's functionality.



- Consolidate information, link processes and functions, and eliminate separate departmental spreadsheets/Access databases in favor of a single system that integrates the CVAG's financial and non-financial applications through a common database.
- Provide a user-friendly and intuitive user interface to promote system use and productivity.
- Provide Grants Management and reconciliation to expenditures in support of the Schedule of Expenditures of Federal Awards.
- Provide a dynamic and flexible Chart of Accounts that meets CVAG's agency, department, fund, and project requirements.
- Improve and/or provide necessary reports and reporting capabilities, analytics, and access to data through inquiry or drilldown capabilities. Reporting for modified accrual basis, GASB 34, ACFR - Annual Comprehensive Financial Report, and Annual Report.
- Provide interface capabilities with third-party systems, such as CVAG's Qwestica Budgeting System; Paychex Small Business Package; LDMF – Local Development Mitigation Fee Portal (CVCC); TUMF – Transportation Uniform Mitigation Fee Portal (CVAG).

**Primary Challenges in the Current Environment:**

- There is limited reporting functionality in the existing system. CVAG staff spend a substantial number of hours creating reports and the current reporting functionality is insufficient, making it necessary for staff to clean and organize all the reports in MS Excel after exporting them from Eden.
- There is a reliance on paper forms and email for routing, approvals, and notifications. Many processes are paper driven and routed via email for approval and/or notifications. Opportunities exist for electronic workflow that collects e-signatures through an ERP.
- There are missing integration points between modules within Eden. CVAG desires the Finance and HR modules to integrate for increased productivity. Departments are currently sharing data manually due to instances of incomplete configuration.
- There are few integration points with Eden and other systems. CVAG uses a considerable number of third-party systems to support Eden with limited integration, if integration exists.
- Many workflows require manually driven processes. Many processes completed outside of the current system require manual entry in Eden. Opportunities exist for workflows through the ERP that automate data entry and notifications.
- The current system lacks financial reporting. The current system does not provide sufficient functionality for tracking projects, grants, and other sub-ledger type activities.
- The current system lacks the ability to easily tailor reports, queries, and user screens. There is a lack of usability, navigation and customization for reports and user screens.
- The current system has difficulty supporting unique CVAG services especially as CVAG grows. The current state of Eden does not support the current needs of the organization, especially as it is growing and taking on more and larger in-house projects. The Chart of Accounts does not





support the growth of the organization and other areas not supporting CVAG's current environment include, endowment tracking, AP automation, asset management, personnel allocations, accounts receivable and invoicing processes among other areas.

To address these challenges and others, CVAG has initiated a project to adequately plan for, select, and implement a replacement or upgraded Software Systems environment. [Section 2.0 – Project Scope](#), outlines the features and functionality desired in a future system(s), as well as the professional services necessary to implement that system(s).

## **1.5 Definitions**

To simplify the language throughout this RFP, the following definitions shall apply:

**ADDENDA** – Written instruments issued by CVAG prior to the date for receipt of Proposals that modify or interpret the RFP documents by addition, deletions, clarification, or corrections.

**CalPERS** – The California Public Employees' Retirement System.

**COBRA** – Consolidated Omnibus Budget Reconciliation Act of 1985 (Continuation of Health Coverage).

**COFA** – Compacts of Free Association.

**CVAG** – Coachella Valley Association of Governments, California.

**CONTRACT DOCUMENTS** – The RFP, submitted Proposals, including any diagrams, Addenda, and a form of agreement between CVAG and the Contractor, including all change orders, insurance certificates, exhibits, amendments, and attachments.

**CONTRACTOR** – The Contractor(s)/consultant(s) that may be awarded a contract to provide software system(s) and professional services to implement the ERP System for CVAG.

**DAYS** – Means calendar days unless otherwise specified.

**ENTERPRISE RESOURCE PLANNING SYSTEM (ERP)** – Means the financial management and human resource information software system that is described in this RFP and in the Attachments hereto.

**CVAG EVALUATION COMMITTEE** – The team of CVAG staff and which may include external representative(s) from agencies invited to participate on the CVAG Evaluation Committee, that will participate in the review, evaluation, and scoring of proposals and subsequent evaluation processes, including demonstrations and reference checks.

**CVAG PROJECT MANAGER** – The person designated by CVAG to be the CVAG Project Manager assigned to act on behalf of CVAG during the term of the resulting Contract.

**LDMF** – Local Development Mitigation Fee Portal (CVCC).

**PROJECT** – The project to configure and implement the ERP System for CVAG as described in this RFP and in the Attachments hereto.

**PROJECT SCOPE** – Scope of services to be provided by the Contractor(s).

**PROPOSAL** – A fully complete and properly signed submittal in accordance with this RFP.



**PROPOSER or VENDOR** – The person, Contractor, corporation, partnership, or other entity submitting a Proposal on items listed in the RFP documents, and thereby agreeing to meet the specified Contract terms and conditions if awarded the contract.

**SERVICES or WORK** – All services to be performed by the Contractor to successfully complete the Project to the satisfaction of CVAG.

**SUBCONTRACTOR or SUBCONSULTANT** – Any individual, corporation, company, or other entity that contracts to perform work or render services to a Contractor or to another subcontractor as part of this Contract with CVAG.

**TUMF** – Transportation Uniform Mitigation Fee Portal (CVAG).

**VENDOR** – See “PROPOSER.”

## 1.6 RFP Schedule of Events

The following RFP Schedule of Events represents the best estimate of the schedule CVAG will follow, which is subject to change at CVAG’s discretion. Vendors are encouraged to hold the demonstration dates listed. If a component of the schedule is accelerated or delayed, it shall be anticipated that the remaining components may also be adjusted by a similar number of days via RFP Addendum prior to the submittal deadline.

**Table 02: RFP Schedule of Events**

<b>Event</b>	<b>Estimated Date</b>
RFP Published	October 30, 2023
Pre-Proposal Vendor Web conference	Wednesday, November 15, 2023, at 9:00 a.m. PT
Deadline for Questions from Vendors	Tuesday, November 21, 2023, by 3:00 p.m. PT
Responses to Questions via Addendum	Tuesday, November 28, 2023, by 5:00p.m.
Deadline for Proposal Submissions	Friday, December 15, 2023, by 4:00 p.m. PT
Shortlist Vendors notified	Week of January 15 – 19, 2024
Vendor Demonstrations	February 5 – 9 and February 12 – 14, 2024

## 1.7 Prequalification of Vendors

CVAG has not employed a prequalification process. No Vendors are either prequalified or precluded from responding to this RFP.

## 1.8 Minimum Qualifications

For Proposals to be evaluated and considered for award, Proposals must be deemed responsive to this RFP as determined at the discretion of CVAG Evaluation Committee. To be deemed responsive, the submitted Proposal documents shall conform in all material respects to the requirements stated in the RFP, and Proposers shall document and validate the capability to fully perform all requirements defined by the RFP. Factors to be considered in connection with a Proposer’s capability to fully perform all



requirements of the RFP include, and may not be limited to: experience, integrity, reliability, capacity, and other factors required to provide the Services defined by the RFP.

## **1.9 Questions and Inquiries**

It shall be the responsibility of the Proposers to inquire of any portion of the RFP that is not fully understood or that is susceptible to multiple interpretations [prior to the question period closing date](#).

- All questions concerning the RFP **must** be in writing and submitted via email only, to the CVAG consulting partner, BerryDunn (Kate Offerdahl-Joyce – [kate.offerdahl-joyce@berrydunn.com](mailto:kate.offerdahl-joyce@berrydunn.com)).
- Questions and answers will be issued in accordance with [Section 1.11 – Amendments and Addenda](#).
- Only questions and answers publicly published through Addenda shall be binding.

Proposers shall not contact other CVAG staff with any questions or inquiries. Unauthorized contact with any personnel of CVAG may be cause for rejection of the Proposer's response. The decision to reject a Proposal is solely that of CVAG.

## **1.10 Non-Mandatory Pre-Proposal Vendor Web Conference**

A non-mandatory Pre-Proposal Vendor web conference will be held on Wednesday, November 15, 2023 at 9:00 a.m. PT.

Vendors that are interested in participating in the Pre-Proposal Vendor web conference shall contact BerryDunn in writing ([kate.offerdahl-joyce@berrydunn.com](mailto:kate.offerdahl-joyce@berrydunn.com)) to request the web conference information.

The format of the Pre-Proposal Vendor web conference will be an overview presentation of the RFP, its contents, the RFP Schedule of Events, and additional topics. Following the presentation, Vendors will be able to ask questions related to the RFP or the overall process. CVAG will attempt to answer all questions at that time, but answers provided shall not be binding. Following the Pre-Proposal Vendor web conference, CVAG will post online the material questions asked and their respective answers in an addendum.

## **1.11 Amendments and Addenda**

All clarifications, corrections, or revisions to this RFP will be documented in an addendum, which will be publicly published to the CVAG website. Only questions and answers in an addendum shall be considered as part of the RFP. CVAG reserves the right to revise the RFP prior to [the deadline for Proposal submissions](#). Revisions shall be documented in an addendum and publicly published.

CVAG will attempt to publicly publish periodic addenda on a timely basis between the RFP publishing date and the close of the question period. Vendors are responsible for monitoring the CVAG website for the periodic posting of addenda prior to the submittal due date.

## **1.12 Non-Warranty of RFP Information**

Due care and diligence has been exercised in the preparation of this RFP and all information herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure to risk and verification of all information herein shall rest solely on those parties making



Proposals. CVAG, its representatives, and its agents shall not be responsible for any error or omission in this RFP, nor shall they be responsible for the failure on the part of any Proposers or their representatives to verify the information herein and to determine the full extent of that exposure.



## 2 Project Scope

### 2.1 Functional Areas

The following table contains the list of functional areas of the desired future systems environment.

**Table 03: Functional Areas**

Functional Areas			
No.	Functional Area	No.	Functional Area
1	General Ledger and Financial Reporting	8	Applicant Tracking
2	Budgeting – Operating, Position, Capital	9	HR & Personnel Management
3	Purchasing, Bid, and Contract Management	10	Benefit Administration
4	Accounts Payable	11	Performance Reviews
5	Accounts Receivable and Cash Receipts	12	Time & Attendance
6	Project Accounting and Grant Management	13	Payroll
7	Fixed Assets (including Asset Management)	14	Permitting

Please note that CVAG currently uses Qwestica for its budgeting solution and may continue to use the application in the short, intermediate or even long-term; however, Proposer shall propose a solution that replaces, supplements or integrates with Qwestica.

The List of Functional and Technical Requirements/Capabilities contained in **Attachment B – Functional and Technical Requirements/Capabilities** contains the detailed functionality CVAG requires within each functional area in a future systems environment, as well as general and technical system requirements, and data conversion and interface scope. Some of these functional areas may or may not be best suited to be provided by one vendor.

The following table contains current functional statistics for CVAG. These statistics are estimates and are provided for planning purposes only.



**Table 04: Functional Area Statistics**

No.	Functional Area/Metric	Statistic
1	<b>General Ledger and Financial Reporting</b>	
	Number of Active Funds	Approximately 30 between all three agencies
	Number of Accounts	Approximately 200
	Number of General ledger Journal Entries Annually	600 (excludes A/R, A/P, Purchasing Cards and allocation entries)
	Chart of Accounts Structure	CVAG's Chart of Accounts (COA) structure is identified below: <ul style="list-style-type: none"> <li>• Fund</li> <li>• Department</li> <li>• Account</li> <li>• Project</li> <li>• We would like at least 3 more segments in the new chart of accounts</li> </ul>
2	<b>Budgeting</b>	
	Operating Budget	See links in <a href="#">Section 1.2</a>
	Capital Budget	See links in <a href="#">Section 1.2</a>
3	<b>Purchasing, Bids, and Contract Management</b>	
	Number of Contracts and Agreements	75 – 100 Contracts and service agreements annually
	Number of bids, RFPs, RFIs, RFQs issued annually	Up to 25 annually
4	<b>Accounts Payable</b>	
	Vendor File	CVAG: 600 CVCC: 100 DCE: 30
	Number of Invoices Submitted for Payment per Year	CVAG: 1,900 (includes estimate of journals used to book some A/P) CVCC: 300 DCE: 250
	Number of 1099s issued per Year	CVAG: 50 CVCC: 10 DCE: 5
	Number of Payments	CVAG: 1,200 CVCC: 200



No.	Functional Area/Metric	Statistic
		DCE: 200
	Type of Check Stock	CVAG: Blank stock CVCC: Pre-printed DCE: Pre-printed
<b>Accounts Receivable and Cash Receipts</b>		
5	General Accounts Receivable transactions per Year	CVAG: 350 invoices + 250 monthly receipts from municipalities CVCC: 25 invoices + 250 monthly receipts from municipalities DCE: 12 invoices + 275 daily energy invoices from consolidated data
	Number of Cash Collection Points (including all tender types)	CVAG: 2 – incoming checks, EFT CVCC: 2 – incoming checks, EFT DCE: EFT
<b>Project Accounting and Grant Management</b>		
6	Number of Active Grants	30 – 50
	Number of Active Projects	150 – 200
<b>Fixed Assets</b>		
7	Number of Fixed Assets	CVAG: 35 equipment, 30 leases CVAG: Capital Assets include Coachella Valley Link (CV Link) Right-of-Way assets and over \$25M in fixed assets (hundreds of fixed assets throughout the Coachella Valley for the Coachella Valley Sync (CV Sync) Traffic Synchronization infrastructure) CVCC: 1,000 real estate properties and other PP&E DCE: 0
	Fixed Assets Classification	CVAG currently classifies fixed assets to any purchases over \$5,000.
<b>Human Resources and Personnel Management, Benefit Administration, and Applicant Tracking</b>		
8	Total Full-time Equivalent (FTE)	35.27
	Number of Full-Time Employees (exempt)	17 – 19
	Number of Full-Time Employees (non-exempt)	14 – 15
	Number of Part-Time Employees	1 – 3
	Number of Recruitments per Year	5 – 10 depending on turnover
	Number of Retirements Processed per Year	1



No.	Functional Area/Metric	Statistic
	Number of Personnel Transactions	G/L: Consolidated entries 26x per year Annual evaluations for 35 staff, plus benefits updates annually at different times
	Benefit Plans	<ul style="list-style-type: none"> <li>• Medical – CalPERS</li> <li>• Dental – Prism</li> <li>• Vision – Eyemed</li> <li>• FSA</li> <li>• Short Term and Long-Term Disability and Life Insurance</li> <li>• Wellness and Phone Stipend</li> <li>• Nationwide - 457B</li> <li>• 401A</li> </ul>
	Open Enrollment Period	CalPERS Health Benefits Open Enrollment: Mid-September through Mid-October each year.
9	<b>Payroll</b>	
	Number of W2s per Year	80 (elected official meeting attendance stipends)
	Pay Frequency	Biweekly payroll
	Number of Employees Paid per Cycle (average)	30 – 36
10	<p style="text-align: center;"><b>Useful Links</b></p> <ul style="list-style-type: none"> <li>• CVAG Document Library: <a href="https://cvag.org/document-library/">https://cvag.org/document-library/</a></li> <li>• CVCC Document Library: <a href="https://cvmshcp.org/document-library/">https://cvmshcp.org/document-library/</a></li> <li>• DCE Document Library: <a href="https://desertcommunityenergy.org/about/key-documents/">https://desertcommunityenergy.org/about/key-documents/</a></li> </ul>	

## 2.2 Alternate Proposals, Partnerships and Proposers of Subsets of Functionality

### Alternate Proposals:

- Proposers may submit alternate Proposals for evaluation only if stated in the solicitation.
- Software companies that deliver their solution through one or more consulting firms (system integrators) also are allowed to submit more than one Proposal for consideration through differing consulting firms.
- A separate Proposal package submitted in accordance with Section 4 – Submittal Response Format is required in order for CVAG to accurately evaluate each Proposal independent of the other.

### Partnerships:

Proposers are encouraged to establish partnership relationships to fully provide all requirements defined by the RFP.

- Proposers engaged in a partnership relationship shall submit a single proposal in response to this RFP.





- Partnership relationships shall be clearly defined by proposal responses. Such definition shall identify the entity in the partnership relationship deemed to be the Prime Vendor.
- Each Vendor engaged in the partnership shall respond to any and all applicable portions of this RFP that relate to the work that will be performed, or the capabilities provided. For example, each Vendor shall provide references, and each Vendor shall respond to the Company Background and History questions.

### **Proposers of Subsets of Functionality:**

As part of this process, CVAG will be allowing Proposers to submit point solutions (best of breed) and encourages Proposers to participate in this process in order to consider and evaluate a range of marketplace offerings.

- CVAG is willing to consider best-of-breed solutions (“point” solutions).
- CVAG has a preference on software solutions that provide for the highest level of fit and facilitate the exchange of information between any disparate systems.
- Proposers are encouraged to propose a subset of functionality if the proposed software cannot provide functionality for all requested modules.
- Proposers may propose solutions that address a subset of functionality, provided the software is able to address, at a minimum, one of the following areas:
  - i. Financial Management System (Tabs 2 – 9 of Attachment B) – Vendors must also respond to Tabs 1, 16 and 17.
  - ii. Human Capital Management system (Tabs 10 – 15 of Attachment B) – Vendors must also respond to Tabs 1, 16 and 17.

This does not preclude vendors from partnering or addressing more than one of the above areas but is rather intended to identify the minimum scope that must be presented in each proposal.

CVAG will consider proposers of a subset of functionality on the relative merit of the functionality proposed based on the evaluation criteria laid forth in this RFP and reserves the right to enter into negotiations for one or more proposers in order to achieve a “best-of-breed” solution.

## **2.3 CVAG and Project Staffing**

Proposers shall clearly indicate in the proposal responses the estimated level of CVAG resource involvement in the implementation process, to allow CVAG to perform adequate planning. CVAG will utilize the response to Proposers’ Resource Hour Estimates in Tab 3 – Implementation Methodology, Key Personnel, Training Plan, and Testing and Quality Assurance Plan of Proposals as an input into the staffing plan CVAG develops, and requests that Proposers clearly articulate estimated staffing considerations in their responses. It is anticipated that some functional leads will serve as the functional lead, or a subject matter expert, across one or more modules – particularly within the financial modules of a future system – during the implementation process.



Staffing considerations are important to CVAG in terms of both the implementation process as well as supporting the software once in an operations mode. Vendors are encouraged to submit questions to CVAG during the RFP questions period to solicit such additional information as is necessary to adequately estimate the resource commitments that would be expected of CVAG during implementation, and post go-live for ongoing support of the system(s). Additional resource planning will be performed based upon the selected Proposer(s).

## 2.4 Deployment Model

CVAG is not considering an on-premises deployment model and has structured the RFP to allow for the evaluation of the deployment model as but one factor in the overall procurement process. CVAG wishes to evaluate the greatest range of marketplace offerings feasible through this process.

CVAG recognizes there are many factors contributing to a comparison of cost Proposals for these various deployment methods including needed infrastructure and/or hardware costs, the potential for reduced hardware and support costs in hosted/SaaS models, a particular Proposer's approach to managing upgrades, and technical staffing needs. As such, CVAG is open to considering two deployment models in light of the breadth of functionality and available solutions in the marketplace to address those functional areas. CVAG will consider, in no particular order, the following deployment models:

- a. Software as a Service (SaaS or subscription-based models)
- b. Proposer hosted (hosted and managed by the Proposer, perpetual licenses)

Cost sheets have been provided under **Attachment C1 – Cost Worksheets** for pricing each of the deployment models.

This solicitation is not a bid process, nor will it follow a lowest-priced responsive Proposal process, but it will be based on most advantageous Proposal(s) utilizing the Evaluation Criteria listed in the RFP, including the review of life cycle costs (i.e., recurring costs, hardware, third-party licenses, etc.).

In developing proposals, Proposers shall clearly define the proposed deployment model including the licensing model as well as any perceived benefits of the proposed model. In the event two or more products are proposed under the same proposal (e.g., through a partnership or offered by the same company) the Proposer shall clearly indicate in both the technical proposal (Attachment A, Tab 2 – Software Solution, Data Conversion, Architecture, Security, and Hosting) and cost proposal (Attachment C1) the deployment model for each proposed software product.

CVAG does not have a preference as to a specific hosting location but does have a requirement toward the hosting being within the contiguous United States. Vendors are requested to specify the hosting location in proposal responses, specifically as part of Tab 8 to proposal responses (please see Attachment A for further instruction).

## 2.5 Number of Users

The following user counts by module contained in the table below are estimates and are provided for planning purposes only. The number of users represents the **anticipated future number of users of a new system**.



- **Departmental (Core/Power) Users:** This category of users includes those CVAG staff that will interact with the system modules on a regular basis and conduct core business processes within the system as power users. Such generic examples include, but are not limited to: Payroll Clerk, Financial Analyst, System Support Specialist, etc.
- **Customer Department Users:** This category of users includes those CVAG staff that will interact with the system modules as internal customers by either initiating transactions (e.g., entering a payment or entering a requisition), reviewing/approving transactions (e.g., reviewing leave requests, reviewing requisitions entered by a subordinate), or consuming information (e.g., reviewing departmental budget).

**Table 05: Number of Users**

Functional Area	Departmental (Core/Power) Users	Customer Department Users
Financial Modules, including: <ul style="list-style-type: none"> <li>• General Ledger and Financial Reporting</li> <li>• Budgeting – Operating, Position, Capital</li> <li>• Purchasing, Bid, and Contract Management</li> <li>• Accounts Payable</li> <li>• Accounts Receivable and Cash Receipts</li> <li>• Project Accounting and Grant Management</li> <li>• Fixed Assets</li> <li>• Permitting</li> </ul>	Up to 5	Up to 50
Human Capital Management, including: <ul style="list-style-type: none"> <li>• Applicant Tracking</li> <li>• HR and Personnel Management</li> <li>• Benefit Administration</li> <li>• Performance Reviews and Learning Management</li> <li>• Time and Attendance</li> <li>• Payroll</li> </ul>	Up to 5	Up to 50
<p>It is anticipated that some users will use multiple modules, causing overlap in each functional area. The counts are broken down by functional area to allow Proposers to formulate responses based on each. CVAG estimates that:</p> <ol style="list-style-type: none"> <li>The total number of licensed regular daily users of the system (requiring the ability to add, edit, and view content) using a named-seat basis may be around up to 50</li> <li>The total number of regular daily concurrent users to be around up to 25 (unnamed license seats – in other words, how many people are expected to be accessing the system/module at the same time. This is in contrast to named users who have dedicated licenses tied to a unique login/user ID)</li> <li>CVAG anticipates that all employees (up to 50 during peak seasons) would have access to self-service portal functionality</li> </ol>		

## 2.6 Potential Phasing and Target Live Dates



CVAG requests that Proposers provide potential phase start and target go-live dates in proposal responses per **Attachment A – Proposal Response Forms**, Tab 4 – Project Schedule. These dates should be estimates based on anticipated resource requirements and dependencies between functional areas. These dates are targets and subject to change during contract negotiation. CVAG anticipates that implementation activities would begin in calendar Q3 2024. CVAG would like to target calendar Q3 2025 as a potential go-live date for financial modules, and calendar Q1 2026 as a go-live date for human resources and payroll modules. CVAG follows a July 1 – June 30 fiscal year, and open enrollment occurs during the mid-September to mid-October (medical benefits).

## 2.7 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 Accounts Payable and General Ledger are not

**Table 06: Current ERP Functions**

Current ERP Functions			
1	General Ledger	2	Accounts Payable

### 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. **Identification of any potential future system interfaces is provided in Attachment B – 16. Interfaces to this RFP.**

**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



Additional Software Applications		
No.	Application	Use/Summary
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
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 to a solution provider 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). CVAG would like assistance to consider whether the goals of general purpose external financial reporting could better be achieved by combining similar "funds" in the accounting system into a single fund for financial reporting purposes.

## **2.8 Project Management Documentation**

The following information establishes the expectation of the minimum level of project management documentation to be provided by Proposers as a part of, but not exclusively, the resulting implementation services offered. As part of the implementation scope, following signing of a contract, the selected Contractor(s) shall develop and provide CVAG with the following items:

- Implementation Project Plan: a detailed plan that, at a minimum, includes the following:
  - Objectives
  - Deliverables and Milestones
  - Project Schedule
  - Resource Management Processes
  - Scope Management Processes
  - Schedule Management Processes
  - Risk Management Processes
  - Quality Management Approach
  - Communication Management Approach
  - Organizational Change Management Approach
  - Status Reporting
- Data Conversion Plan
- Training Plan
- System Interface Plan
- Testing and Quality Assurance Plan
- Pre- and Post-Implementation Support Plan
- System Documentation
- Risk Register



Additional questions and proposed approach about each Plan may be found in **Attachment A – Proposal Forms** Tabs 2 and 3 as attached to this RFP.

## **2.9 Project Budget**

CVAG is committed to fully funding the one-time and recurring annual costs for the acquisition of the software (whether a licensed model or a subscription model is selected as a result of this process). CVAG intends to use the proposals received through this process to inform the budget development process. CVAG has performed initial, high-level estimations, for the acquisition of either a proposer-hosted or cloud-based software solution including professional services and recurring maintenance/subscription costs. Recognizing the cost and payment differences between deployment models, a final budget spanning relevant fiscal year, will be programmed based on the results of this RFP and final contract negotiations.

CVAG is sensitive to the total costs and has listed cost as one of the several evaluation criteria in the RFP; however, this is not an opportunity to identify the lowest priced solution. This RFP opportunity is being presented as a best value solicitation and not a lowest priced bid opportunity.

## **2.10 Personnel**

All of Contractor's personnel providing goods and services under the contract shall possess the necessary skills, experience, and knowledge to perform their assigned duties. In the event assigned personnel are providing non-conforming or unsuitable services, CVAG shall notify Contractor and have the option to provide the opportunity to rectify the deficiency. If unable to cure the nonconforming services, Contractor shall remove from the project and replace the Contractor's personnel that CVAG deems unsuitable for the project with a resource possessing the necessary skills, experience, and knowledge, to perform their assigned duties in a satisfactory manner to CVAG.

## **2.11 Software Upgrades**

CVAG shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the Contractor. Such upgrades shall be provided at no cost to CVAG so long as a valid maintenance and support agreement, or if applicable software as a service licensing agreement, is in place.

## **2.12 Performance Review**

The Contractor may be required to meet with CVAG's Project Manager not less than once per quarter and not more than once per month to conduct a performance review of the Contractor. These meetings will be either in person at CVAG offices or via teleconference or web conference. This performance review will include a review of the pricing, delivery performance, customer service, and improving operational efficiencies.



## 3 Proposal Evaluation and Award

### 3.1 Evaluation Process

The following subsection outlines the intended proposal evaluation process CVAG has identified. CVAG reserves the right to deviate from this process at its own discretion, and to (i) negotiate any and all elements of the RFP, (ii) amend, modify, or withdraw the RFP, (iii) revise any requirements under the RFP, (iv) require supplemental statements of information from any Proposer, (v) extend the deadline for submission of Proposals, (vi) request additional information or clarification of information provided in any Proposal without changing the terms of the RFP, (vii) award this project in whole or in part to a vendor other than the highest scoring vendor based on the determination of the best overall value and/or fit for CVAG, and/or (viii) waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Proposer. CVAG may exercise the foregoing rights at any time without notice and without liability to any Proposer, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

#### a. 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 that has been submitted 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, in whole or part, 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 public it serves. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets CVAG's requirements.

- b. **Vendor Shortlist:** CVAG Evaluation Committee will initially review and evaluate each Proposal received to determine the Proposer's ability to meet the requirements of CVAG. The evaluation criteria described below will be the basis of scoring Proposals. The Evaluation Committee will determine the Proposers best suited to meet the needs of CVAG based on the scoring of the evaluation criteria. These Vendors will form the Vendor Shortlist.
- c. **Vendor Demonstrations:** CVAG, at its sole discretion, reserves the right to have system demonstrations with those Proposers on the Vendor Shortlist, or any other Proposer. Demonstrations may be conducted at CVAG offices or via web conference. Demonstrations will involve a scripted demonstration. The schedule, scripts, and demonstration requirements will be provided following the confirmation of attendance. The delivery of scripts to each shortlisted vendor will be staggered to allow vendors comparable time to prepare based on the scripts. A Pre-Demonstration Vendor web conference will take place for those Vendors that have been shortlisted, and Proposers will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios. Vendors that are invited to participate in demonstrations are advised that the provided scripts must be strictly adhered to while presenting. Optional modules or functionality shall not be presented unless agreed by CVAG in advance if they fall outside the scope of requested functionality or that functionality which has been proposed by the Proposers. The proposed version of the software must be shown and must not include any software that is under development or in beta testing unless agreed by CVAG in advance. Evaluation Committee members will view the demonstrations, and additional CVAG staff may also be in attendance to observe and provide feedback for consideration by the Evaluation Committee.
- d. **Reference Checks:** CVAG may employ a process of contacting references provided through Proposers' proposals. This process may include teleconference meetings, web conferences, and in-person meetings with references. CVAG reserves the right to conduct reference checks at any point in the evaluation process, and to contact other known users of the proposed system(s) beyond just those references provided.
- e. **Best and Final Offer and Request for Clarification:** A Best-and-Final-Offer process may be initiated if it is determined to be in the best interest of the CVAG. Such a process may be initiated



following the identification of the Vendor Shortlist or at any other evaluation process step. Additional processes of scope and cost clarification may be employed as part of the evaluation process if it is deemed to be in the CVAG’s best interest.

### 3.2 Clarification and Discussion of Proposals

CVAG may request clarifications and conduct discussions with any Proposer that submits a Proposal, including requesting additional information. CVAG reserves the right to select the Proposal or Proposals that it believes is the most responsive as determined by CVAG Evaluation Committee, which will best serve CVAG business and operational requirements, considering the evaluation criteria set forth below. Proposers shall be available for a system demonstration to CVAG staff on dates specified in [Table 02](#) – RFP Schedule of Events or as otherwise requested by CVAG if selected for system demonstrations. Failure of a Proposer to respond to such a request for additional information, clarification, or system demonstrations may result in rejection of the Proposal. The initial evaluation may be adjusted because of a clarification under this section. CVAG reserves the right to waive irregularities in the Proposal content or to request supplemental information from Proposers.

### 3.3 Evaluation Criteria

As described in the preceding Evaluation process sub-section, CVAG intends to follow a cumulative approach to scoring based on key evaluation activities (e.g., scoring is conducted in a progressive manner, following various steps in the process). CVAG hereby reserves the right to evaluate, at its sole discretion, the extent to which each Proposal received compares to the stated criteria. Vendor proposals shall be evaluated in accordance with the following criteria, subject to variation at the sole discretion of CVAG:

**3.3.1 Shortlist Identification:** CVAG intends to utilize the criteria presented in Table 08 following the Evaluation Team’s review of Proposals.

**Table 08: Shortlist Identification Criteria**

Criteria	Description	Points
Functionality	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> <li>The proposer’s written responses to the Functional and Technical Requirements for proposed functional areas and overall software solution.</li> <li>The ability for the proposed software to integrate with CVAG systems environment.</li> <li>The proposed assistance in early implementation and development of a dynamic chart of accounts.</li> </ul>	35
Technical	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> <li>Alignment of the proposed software to CVAG’s preferred technical specifications.</li> <li>The proposer’s written response to each Potential Interface.</li> <li>The level of integration among proposed functional areas.</li> </ul>	15
Approach	<p>This criterion considers but is not limited to the following:</p>	25



Criteria	Description	Points
	<ul style="list-style-type: none"> <li>The described approach to implement an enterprise system to achieve CVAG's goals and objectives.</li> <li>The alignment of the proposed implementation timeline to CVAG's desired timeline.</li> <li>The distribution of implementation tasks among CVAG and vendor teams.</li> <li>The proposed resources hours among CVAG and vendor teams.</li> <li>The proposer's approach to key implementation tasks including but not limited to data conversion, testing, and training.</li> <li>The proposer's planned ongoing support and maintenance services.</li> </ul>	
Proposer Experience	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> <li>The proposer's experience delivering the services requested in the RFP.</li> <li>The proposer's experience with similar implementations for comparable organizations.</li> <li>The proposer's experience deploying comparable interfaces to CVAG's related applications.</li> <li>The proposer's emphasis and strategy for future capabilities of Robotic Processing Automation (RPA), Learning Language Models (LLM) and Artificial Intelligence (AI) in the governmental accounting domain.</li> </ul>	20
Proposed Staff Experience	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> <li>The experience of named staff delivering services requested in the RFP.</li> <li>The experience of named staff with similar implementations for comparable organizations.</li> <li>The qualifications of named staff to deliver the services requested in the RFP with a focus on business process optimization.</li> </ul>	5

**3.3.2 Finalists Identification:** CVAG intends to utilize the criteria presented in Table 09 following the demonstrations by Shortlist vendors.

**Table 09: Finalist Identification Criteria**

Criteria	Description	Points
Functionality Demonstrated	<p>This criterion considers new information learned through vendor demonstrations including but not limited to chart of accounts design, software functionality and integration, the demonstrated user interface and the alignment of demonstrated functionality with preferred business processes.</p>	15



Criteria	Description	Points
Technical Capabilities	This criterion considers new information learned through the Technical Discussion as part of vendor demonstrations as well as other sessions.	5
Approach Discussion	This criterion considers new information learned through the Implementation Approach Discussion based on the discussion of topics from Attachment A – Tabs 2 – 4 as part of vendor demonstrations as well as other sessions.	5
Experience Discussion	This criterion considers new information learned through the Company Overview Discussion as a component of the vendor demonstrations as well as the Proposer's comparable experience and proposed team members qualifications.	5

**3.3.3 Preferred Vendor(s) Identification:** CVAG intends to utilize the criteria presented in Table 10 following the completion of reference checks and any site visit.

**Table 10: Preferred Vendor Identification Criteria**

Criteria	Description	Points
Reference Feedback	This criterion considers the feedback received from references related to the vendor's performance in the implementation including meeting project objectives and timelines, as well as the knowledge, skills, and experience of implementation staff; capabilities of the software; and ongoing vendor performance with support and maintenance.	20
Comparable References	This criterion considers the relevance of references related to organization size and location, structure of the organization, entity type (e.g., City/town/village), comparable scope, similar software version, and deployment model.	10

**3.3.4 Cost Point Allocation:** CVAG will evaluate cost proposals based upon this criterion. Cost points will be applied at the timing in the evaluation process as may be determined by the Evaluation Team. CVAG reserves the right to review cost proposals at any stage in the process to ensure pricing is within internal budget planning ranges. Cost points may be refined or replaced in the event of a subsequent Request for Clarification or Request for Best and Final Offer (BAFO) as may be requested by CVAG.

**Table 11: Cost Point Criteria**

Criteria	Description	Points
Cost	This criterion considers, as applicable, the price of the software licensing, services, and terms of any offered ongoing maintenance and support (including applicable service level agreements, disaster recovery, business continuity, etc.) proposed in response to the information solicited by this RFP. Proposers will be evaluated on their pricing scheme, as well as on their price in comparison to the other proposers.	40



Criteria	Description	Points
	<p>In evaluating cost, CVAG may evaluate on a fully loaded ten-year cost of ownership. Fully loaded is defined to include (but is not limited to): software purchase and implementation costs; ongoing support and service costs; hardware costs; and associated hardware support costs. CVAG reserves the right to add their own estimates of the costs (including any anticipated savings) associated with the required level of internal staffing (business users and IT staff) for implementation and for ongoing support, hardware and overhead costs and savings, and may rely on the Proposer's resource estimates as a basis for their calculations.</p> <p>Vendors of point solutions will be compared against other proposals for the respective functional area group.</p>	

### 3.4 No Obligation, Right of Rejection, and Multiple Award

The inquiry made through this RFP implies no obligation on the part of CVAG. This RFP does not constitute an offer or a contract with any Proposer or other party. CVAG reserves the right to reject any or all Proposals, in whole or in part, and to waive any informality in proposals received, deemed to be in the best interest of CVAG or to accept or reject all or any part of any Proposal. Proposals deemed to be received from debarred or suspended Vendors (as interpreted by CVAG) will be rejected. CVAG may reject any Proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this RFP. CVAG further reserves the right to award all, part, or none of the components/functional areas included in this RFP. In addition, CVAG reserves the right to make one or more awards to competing Proposers for subsets of functionality as a result of this RFP. CVAG also reserves the right to refrain from making an award if it determines it to be in its best interest. CVAG reserves the right to abandon the Project and/or to re-advertise and solicit other Proposals. CVAG reserves the right to create a Project of lesser or greater expense than described in this RFP or the Proposer's reply, based on the component prices or scope submitted. CVAG reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the CVAG.

### 3.5 Offer Held Firm

Unless otherwise specified, all bids/proposals submitted shall be valid for a minimum period of 180 calendar days following the date established for receiving bids/proposals. At the end of the 180 calendar days the bid/proposal may be withdrawn at the written request of the bidder/proposer. If the bid/proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

### 3.6 Contract Negotiation

After final evaluation, CVAG may negotiate with the Proposer(s) of the highest-ranked Proposal. If any Proposer fails to negotiate in good faith, CVAG will follow Section 3.7 Failure to Negotiate. If contract negotiations commence, they may be held at CVAG office locations, web conference or via teleconference and the Proposer will be responsible for all of Proposer's costs including, without limitation, its travel and per diem expenses and its legal fees and costs.

### 3.7 Failure to Negotiate

If the selected Proposer:



1. Fails to provide the information required to begin negotiations in a timely manner
2. Fails to negotiate in good faith
3. Indicates it cannot perform the contract within the designated timeframes or within budgeted funds available for the Project
4. If the Proposer and CVAG, after a good-faith effort, cannot come to terms; then

CVAG may terminate negotiations with the Proposer initially selected and commence negotiations with the next highest-ranked Proposer. At any point in the negotiation process, CVAG may, at its sole discretion, terminate negotiations with any or all Proposers.

### **3.8 Contract Type**

The contract resulting from this RFP shall be in form and content satisfactory to CVAG and shall include, without limitation, the terms and conditions provided for in this RFP and any sample agreement provided by CVAG, and such other terms and conditions as CVAG deems necessary and appropriate. The resulting contract from this RFP shall be a not-to-exceed based contract, subject to Payment and Retainage Terms identified in Attachment C2 – Cost Narrative, Section IV. PART III: for the various cost types.

The standard of performance for the contract resulting from this RFP shall be in accordance with the highest applicable standards in the financial information software industry. The initial contract price will be based on prices submitted by the Selected Proposer, subject to contract negotiations with CVAG, and shall remain firm for the initial term of the contract. Price adjustments may be negotiated at the request of either party in the extension periods with mutual agreement of the parties. A party proposing a price change in an extension period must notify the other party at least sixty (60) days prior to the commencement of any extension period.

### **3.9 Contract Changes**

During the initial contract term, written requests for price changes, during the implementation process or thereafter, resulting from a change of scope, as initiated or requested by CVAG, must be submitted in writing to CVAG via change order process. Any dollar increase because of a Change Order will be based on the Contractor's actual cost increase only, as shown in the written documentation. All Change Order requests must be in writing, must not constitute increases in profit, and must contain data establishing or supporting the increase in cost. At the option of CVAG, (1) the request may be granted as approved by CVAG Executive Committee; (2) the Change Order may be modified to include a greater, or lesser, scope; or (3) CVAG and Proposer may continue with the Contract without change. To the best of its ability, CVAG will accept or reject all such written requests within ninety (90) days of the date of receipt of Contractor's request for price increase or receipt of change order documentation, whichever is later. If a price increase is approved, CVAG will issue an amendment or change order to the contract specifying the date the increase will be effective. All other Contract changes will be effective only on written agreement signed by both parties.

### **3.10 Contract Approval**

CVAG's obligation will commence only following CVAG's Executive Committee approval to award a Contract with the selected vendor(s) and the parties' successful negotiation and execution of the



Contract. Upon written notice to the Contractor, CVAG may set a different starting date for the Contract. CVAG will not be responsible for any work done or expense incurred by the Contractor or any subcontractor, even if such work was done or such expense was incurred in good faith, if it occurs prior to the Contract start date set by CVAG.

### **3.11 Protests**

Protest procedures and dispute resolution process will be in accordance with the CVAG Procurement Policy. Written protests must be filed with CVAG's Executive Director within five (5) workdays after posting the Notice of Intent to Award on CVAG's website. No verbal protest will be accepted. 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



## 4 Submittal Response Format

### 4.1 General Instructions

The following instructions must be followed by Proposers submitting Proposals. Offers that do not comply with all instructions contained herein may be disqualified:

1. **Deadline:** The deadline for Proposal submissions is established in [Section 1.6 -RFP Schedule of Events](#). It will be the sole responsibility of the Proposer to submit its Proposal to CVAG before the closing deadline.
2. **Hard Copy Proposals:** No hard copies will be accepted for proposal submission.
3. **Electronic Proposal:** Proposers shall submit one (1) electronic version of the Technical Proposal and one (1) electronic version of the Price Proposal via email to Allen McMillen at [procurement@cvag.org](mailto:procurement@cvag.org). The following table provides the required file formats and naming conventions for the electronic media files.

**Table 12: Proposal Naming and File Formats**

Proposal Section	Recommended File Naming Convention	Required File Format
<b>Technical Proposal</b> (Inclusive of Attachments A & B, and any Exhibits/Attachments)	<i>"(Proposer Name)"</i> Technical Proposal	All files combined into one (1) searchable Adobe PDF
Attachment B – Functional and Technical Requirements	<i>"(Proposer Name) Proposal Response to Attachment B"</i>	To be submitted in Microsoft Excel format, in addition to above PDF format
<b>Price Proposal</b> (Inclusive of Attachments C1 and C2, Proposer's Standard Travel and Expense Policy, and any Appendices)	<i>"(Proposer Name)"</i> Price Proposal	All files combined into one (1) searchable Adobe PDF
Attachment C1 – Cost Worksheets	<i>"(Proposer Name) Proposal Response to Attachment C1"</i>	To be submitted in Microsoft Excel format, in addition to above PDF format

4. **Confidential Information:** Proposers shall clearly mark any information or graphics that are considered to be confidential as such within Proposal submissions. Any such designation as confidential shall be specific as to the portions of the proposal deemed confidential by the vendor, and not the entire Proposal response.

### 4.2 Technical Proposal Organization Guidelines

Proposers are instructed to insert the completed Tab forms (**Attachment A – Proposal Response Forms**) in the corresponding Tab sections (refer to Table 14. Technical Proposal Organization Guidelines below) as a part of their response to the Technical Proposal. **CVAG expects that Proposers will include additional proposal content beyond simply completing the forms and worksheets**





provided through this RFP. The following table contains the organization guidelines for Proposal responses.

**Table 14: Technical Proposal Organization Guidelines**

<b>Proposal Tab No.</b>	<b>Technical Proposal Section</b>
<b>Tab 1</b>	Company Introduction and Relevant Experience
<b>Tab 2</b>	Software Solution, Data Conversion, Architecture, Security, and Hosting
<b>Tab 3</b>	Implementation Methodology, Key Personnel, Training Plan, and Testing and Quality Assurance Plan
<b>Tab 4</b>	Project Schedule
<b>Tab 5</b>	References
<b>Tab 6</b>	Sample Contracts and Warranty
<b>Tab 7</b>	Exceptions to Project Scope and Contract Terms
<b>Tab 8</b>	Please insert the response to Attachment B, Functional and Technical Requirements, following Attachment A in the electronic submittals as a consolidated PDF Technical Proposal.
<b>Supplements</b>	Any Proposer-submitted materials or documentation not specifically requested through this RFP may be included as Supplements to the Proposal in a separately marked "Supplements" tab of the proposal.

### 4.3 Content for Tabs 1 – 8

#### 1. Tabs 1 – 7

- i. Attachment A – Proposal Response Forms is a Word document that provides detailed instructions and requirements for the Proposer as it relates to the documents to be submitted as their RFP response and Services required for the Project. Proposers are instructed to organize Proposals in a tabbed format and to insert the completed Tab forms (**Attachment A – Proposal Response Forms**) in the corresponding Tabs as a part of their response to the Proposal. In addition to the information captured through the questions and tables in **Attachment A – Proposal Response Forms**, Proposers are requested to provide complementary narrative information, diagrams, and images to help substantiate and support their proposal response to each Tab section. Proposers are directed to **Attachment A – Proposal Response Forms**, which includes forms, tables, and questions that are completed by the Proposer and inserted into each applicable tab of the RFP response (Tab 1 – 7).

#### 2. Attachment B: Tab 8

- i. **Attachment B – Functional and Technical Requirements/Capabilities** is an Excel document that provides detailed requirements and capabilities related to software features and functions, as well as potential interfaces and data conversion requirements. This tab is to include Proposer’s response as detailed in Attachment B – Functional and Technical Requirements/Capabilities, which is an Excel document to be filled out by the



Proposer. Proposers are to provide Attachment B in both Excel format, and also in PDF format appended to the responses to Attachment A Tabs 1-7.

### 3. Proposal Supplements

- i. Any Proposer-submitted materials or documentation not specifically requested through this RFP may be included as Supplements to the Proposal.

### 4.4 Price Proposal

The Proposer's Price Proposal shall consist of two sections, as further described below:

1. The completed Cost Worksheets as contained in **Attachment C1 – Cost Worksheets**. Proposers shall not modify the worksheets in any way.
2. A narrative description of the proposed costs in response to **Attachment C2 – Cost Narrative**, including:
  - The Proposer's pricing as provided in vendor's standard quoting/pricing format.
  - The Proposer's standard travel and expense policy.



## 5 Terms and Conditions

### **CONTRACTUAL REQUIREMENTS & TERMS AND CONDITIONS**

The following terms and conditions apply to this RFP solicitation process and will be incorporated into the resulting contract as applicable. CVAG expects the resulting contract to include the RFP and proposal response as exhibits.

#### **5.1 Records and Audits**

The Consultant shall maintain such detailed records as may be necessary to demonstrate its performance of the duties required by this Agreement, including the date, time, and nature of services rendered. These records shall be maintained for a period of ten years from the date of the final payment under this Agreement and shall be subject to inspection by CVAG. CVAG shall have the right to audit any billings or examine any records maintained pursuant to this Agreement both before and after payment. Payment under this Agreement shall not foreclose the right of CVAG to recover excessive and/or illegal payments.

#### **5.2 Authorized Signatures**

The proposal must be executed personally by the vendor or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the proposal to become a valid offer.

#### **5.3 Confidential Information**

Any written, printed, graphic, electronic, or magnetically recorded information furnished by CVAG for the Proposer's use are the sole property of CVAG. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning CVAG employees, products, services, prices, operations, and security measures.

The Proposer and its employees shall keep this confidential information in the strictest confidence and will not disclose it by any means to any person except with CVAG approval, and then only to the extent necessary to perform the work under the contract. These confidentiality obligations also apply to the Proposer's employees, agents, and subcontractors and Proposer shall be liable for a breach of confidentiality obligations by any such party. On termination of the contract, the Proposer, its employees, agents, and subcontractors will promptly return any confidential information in its possession to CVAG.

#### **5.4 Waiver of Claims**

Each Proposer by submission of a response to this RFP waives any claims it has or may have against CVAG, CVCC and DCE and their respective employees, officers, members, elected officials, agents or other representatives that are connected with or arising out of this RFP, including, the administration of the RFP, the RFP evaluation, and the selection of qualified Proposers. Submission of proposal indicates Proposer's acceptance of the evaluation technique. Without limiting the generality of the foregoing, each



Proposer acknowledges that the basis of selection and the evaluation results may be made public in accordance with applicable law and waives any claim it has or may have against the above-named persons, due to information contained in such evaluations.

### **5.5 Statutory Information**

Any contract or agreement resulting from this RFP shall be construed in accordance with the laws of the State of California, County of Riverside. All parties will cooperate trying to reasonably resolve all disputes. If there is a failure to resolve dispute, all parties will participate in non-binding mediation. Any litigation between the parties arising out of, or in connection with, the contract shall be initiated and prosecuted in federal or state court in the County of Riverside of California.

### **5.6 Non-Discrimination Clause**

During the performance of the contract, the Contractor and all subcontractors will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Contractor and all subcontractors will take affirmative action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

### **5.7 Policy Compliance**

The Proposer shall, as a condition of being considered for award of the contract, require each of its agents, officers, and employees to abide by any provided CVAG policies prohibiting sexual harassment, firearms, and smoking, as well as all other reasonable work rules, safety rules, or policies regulating the conduct of persons on CVAG property at all times while performing duties pursuant to the contract. The Proposer agrees and understands that a violation of any of these policies or rules will constitute a breach of the contract and will be sufficient grounds for immediate termination of the contract by CVAG.

### **5.8 Compliance with Federal, State, City, and Local Laws**

Proposals must comply with all federal, state, and local laws. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of the Coachella Valley Association of Governments, or the State of California, as they may apply, as these laws may now read or as they may hereafter be changed or amended.

### **5.9 Patents and Copyrights**

The successful vendor agrees to protect CVAG from claims involving infringements of patents and/or copyrights.

### **5.10 Invalid, Illegal, or Unenforceable Provisions**

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not



affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

### **5.11 CVAG Property**

The use of any and all CVAG property by Contractor or its agents must be approved in advance by CVAG.

### **5.12 Rights of Use**

The Contractor agrees that CVAG will own and have the right to use, reproduce and apply as it desires, any data, reports, analyses and materials which are collected or developed by the Contractor or anyone acting on behalf of the Contractor as a result of this contract.

### **5.13 Ownership of Data and Transition**

Any and all CVAG data stored on the Contractor's servers or within the Contractor's custody is the sole property of CVAG. The Contractor, subcontractor(s), officers, agents, and assigns shall not make use of, disclose, sell, copy or reproduce the CVAG's data in any manner, or provide to any entity or person outside of CVAG without the express written authorization of CVAG.

In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the Selected vendor shall:

- a. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the CVAG;
- b. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as CVAG may direct, for orderly completion and transition; and
- c. Make available to CVAG, at no cost, all CVAG data stored within the system, stored on the Contractor's servers, or within the Contractor's custody, within fifteen (15) days of termination or CVAG request. Such data shall be provided in a machine-readable format as agreed-upon by the parties.

In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, CVAG shall:

- d. Retain ownership of all data, work products, and documentation, created pursuant to the resulting Agreement.

### **5.14 Data Privacy and Security**

Contractor shall comply with all relevant federal, state, and local laws and regulations on security and privacy. Contractor shall have and follow a disaster recovery plan. Contractor shall only store and process CVAG data within the continental United States. If applicable to the Contract, the Contractor shall back up all CVAG data daily to an offsite hardened facility.



## 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], 2021 and shall remain and continue in effect until tasks described herein are completed, but in no event later than [INSERT DATE], [INSERT YEAR] unless sooner terminated or extended pursuant to the provisions of this Agreement. **\*\*KEEP FOLLOWING SENTENCE IF MULT-YEAR CONTRACT, OTHERWISE DELETE\*\*** 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 [INSERT NUMBER] 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 **INSERT SERVICES TO BE RENDERED** services consistent with the provisions of the Request for Bids/Proposals for the proposed **INSERT PROJECT**, released on [INSERT DATE], (the "IFB/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/Bid)

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.





#### 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**

See following page.



**Exhibit "B"**

**PRICE FORMULA**

See following page.