



COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

REQUEST FOR PROPOSALS FOR 2023 USED OIL RECYCLING PROGRAM

Interested bidders should submit proposals via email to:

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

Attn: Allen McMillen

amcmillen@cvag.org

**Proposals must be received to the email address above by
3:00 p.m. PST on Tuesday, May 9, 2023**

Questions regarding this Request for Proposals should be directed by email to
Allen McMillen at amcmillen@cvag.org

Issue Date: April 14, 2023

REQUEST FOR PROPOSALS

USED OIL PROGRAM

COACHELLA VALLEY ASSOCIATE OF GOVERNMENTS

INVITATION

The Coachella Valley Association of Governments (CVAG) is seeking proposals from qualified consultants to implement and administer the annual Used Oil Recycling Program for CVAG in cooperation with participating member agencies for a period of up to three years. The contract may be extended as the Used Oil Recycling Program is an ongoing CVAG program pending receipt of grant funding.

The proposal shall include a statement of work that describes the approach and scope for performing the tasks specified in the Statement of Work and delivering the required minimum deliverables as stated herein.

Respondents should submit their proposals *by email* no later than **3:00 p.m. PST on Tuesday, May 9, 2023**. Proposals should be submitted to the attention of Allen McMillen at amcmillen@cvag.org.

All requirements necessary to easily respond to this request for proposals are listed in Section IV, under Proposal Requirements, and posted on the CVAG website. Additional information on CVAG is available on our website: <https://cvag.org>. The requirements for submitting a Proposal are stated in this RFP. Please review them carefully.

I. BACKGROUND AND GENERAL DESCRIPTION

Overview of CVAG

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

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

- Coachella Valley Conservation Commission (CVCC) – A joint powers agency formed in December 2005 consisting of eight cities, the County of Riverside, the Coachella Valley Water District, and the Imperial Irrigation District. The CVCC was formed to collectively oversee and administrate the Multiple Species Habitat Conservation Plan (MSHCP) for the Coachella Valley area of Riverside County. The MSHCP is a comprehensive, multiple species conservation planning program that complies with the requirements of the Federal Endangered Species Act and the California Natural Community Conversation Planning Act.
- Desert Community Energy (DCE) – A joint powers agency formed in October 2017 and currently consists of two cities. However, only one city (Palm Springs) has ratepayers that are provided with energy. The DCE was formed to comply with State law relating to greenhouse gas emission reduction through the establishment of a Community Choice Aggregation program that is locally controlled to provide clean and cost-competitive

electricity options, such as solar, wind, and biomass energy production to member agencies. DCE purchases clean energy through The Energy Authority (TEA), a public-owned power non-profit, and provides transmission via an agreement with Southern California Edison (SCE).

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

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

Used Oil Recycling Program

The Used Oil Recycling Program is coordinated by CVAG to promote awareness and encourage action by Coachella Valley residents and businesses to protect the environment by recycling used motor oil. The program is funded by a grant from the California Department of Resources Recycling and Recovery ("CalRecycle") which provides funding to local governments throughout the state to reduce the environmental impacts of improper disposal of used motor oil. CalRecycle's Used Oil Recycling Program promotes alternatives to the illegal disposal of used oil by supporting establishment of a statewide network of collection opportunities and undertaking outreach efforts to inform and motivate the public to recycle used oil and used oil filters. Through CalRecycle's grant program, CVAG and participating member agencies receive funds annually to support our Used Oil Recycling Program. Major goals for CalRecycle include providing the public with convenient locations to properly recycle used oil and developing methods to motivate the public to recycle their used oil and used oil filters. As part of the program, CalRecycle encourages all grant recipients to recover at least 5% more used oil in the current year than they did in the previous year, and to develop creative programs that will meet the more stringent standards, and ultimately, recover more used oil. CVAG's Regional program is designed to meet and exceed the goals set by CalRecycle.

CVAG has been coordinating used oil recycling programs for member agencies for a number of years. Though the activities change from year to year, key elements of the program include the following:

- Used oil and filter recycling events held at local auto parts stores in member cities throughout the Coachella Valley and Blythe.
- Free items offered at used oil recycling events, such as oil drain pans, funnels, and shop rags. Free oil filters are given to those who bring in a used oil filter for recycling.
- Inspection and certification of used oil recycling centers in the Coachella Valley.
- Development and implementation of a marketing program to promote used oil events and used oil recycling through various media outlets.
- Awareness and education campaign in support of CVAG member jurisdictions to encourage used oil recycling through information in newsletters, flyers, and other outlets.
- Preparation of status reports for CVAG committees and collection of data for the annual report submitted by August 15th of each year to CalRecycle. Collection of statistical data on used oil collection for all participating cities to be used as baseline to assess progress toward program goal of increased used oil recycling 5% over previous year.

Used Oil Program Purpose

The goal of the Used Oil Recycling Program is to provide used oil recycling events on behalf of CVAG member agencies, to promote awareness of the benefits of used oil recycling, and to certify used oil recycling centers in the Coachella Valley.

Since July 2016, the program has been managed by a consultant under contract with CVAG. The current contract terminates on June 30, 2023.

The consultant will be responsible for implementing the Used Oil and Filter Recycling Program in coordination with CVAG staff for the 2023/2024 fiscal year and, pending available funding, the 2024/2025 and 2025/2026 fiscal years. The consultant will report to the Director of Energy and Sustainability and other CVAG staff as directed. Additional information about CVAG, the Energy and Sustainability Department and the Used Oil Program can be found at www.cvag.org.

II. STATEMENT OF WORK

The following scope of work identifies the tasks that are basic elements of the Used Oil Recycling Program. Proposals are encouraged to include recommendations and creative suggestions for enhancements to the program that could result in greater participation and more used oil recycling. The consultant will be responsible for an initial meeting with CVAG staff to review scope of work, project tasks, role of key project participants, and deliverables for the program.

Used Oil and Filter Recycling Events

Task 1: Pre-Event Coordination

- Coordinate with CVAG staff to develop an event budget to include event marketing/advertising (radio, print, other media), promotional items (used oil drain containers, funnels, shop rags), oil filter exchange costs, staff time, and other expenses necessary to complete the program.
- Work with school districts to coordinate a poster drawing contest, select winners and work with sponsors for prizes provided to the drawing contest winners.
- Implement social media advertising including CVAG facebook page and additional advertising which may include city utility bill inserts to be sent to residents and other creative marketing strategies.
- Design and print promotional flyer and other print media in coordination with CVAG and member jurisdictions.
- Consultant will obtain two or three price quotes from vendors for promotional items, and media expenditures consistent with CalRecycle allowable expenses, to be approved by CVAG.
- Coordinate with member jurisdictions and CVAG staff to develop preliminary event schedule.

Task 2: Used Oil Filter Exchange Events

Tasks related to preparation and execution of the used oil filter exchange events for 2023/2024 and subsequent years include:

- Survey participating cities to create a schedule of events, determine level of city staff participation at the events, assess advertising opportunities and preferences, and identify support needs for member jurisdictions.
- Coordinate with auto parts stores and local jurisdictions to reserve event dates.
- Coordinate the preparation and submittal of special land use permits and certificates of insurance where required.
- Coordinate purchase and delivery of used oil recycling items (used oil drain pans, shop rags, and funnels) for each event location.
- Coordinate the development of contracts as appropriate for CVAG approval with media outlets for pre-event advertising and onsite programs.
- Coordinate design, printing, and distribution of event flyers and other printed material.
- Prepare on-site documentation materials for used oil events (pledge card, coupons, and household hazardous waste informational brochures).
- Prior to each event, contact participating store to ensure sufficient capacity for used oil and filters, that promotional items have been delivered, and confirm all event logistics.
- Provide event staffing for all used oil and filter recycling events.
- Ensure that one representative fluent in Spanish is available for each event.

Program Measurement and Monitoring

Task 3: Program Measurement and Monitoring

CalRecycle requires program measurement and monitoring to assess the effectiveness of the program in meeting goals. Program measurement and monitoring is also needed to assess program effectiveness in meeting needs of CVAG jurisdictions:

- Track and document for each filter exchange event, various program measurements including:
 - Number of participants
 - Quantity of used oil equipment given away (funnels, shop rags, oil containers)
 - Number of filters collected
 - Gallons of oil collected
- Provide event data to participating auto parts stores.
- Include event data in reports prepared under Task 7 to CVAG staff.
- Coordinate with the event locations to collect data one month and three months after each event.
- Provide a memorandum documenting the event statistics and assessment of program effectiveness.

Alternative Program Implementation Options

Task 4: Identify Alternative Program Implementation Options

The current Used Oil Recycling Program (UOPP) is successful and meets the requirements of CalRecycle's UOPP. However, CVAG and member jurisdictions are always looking for ways to improve the program to make it more effective. Opportunities to offer alternative programs consistent with the program budget, which provide value to participating member jurisdictions and their residents, are of interest to CVAG. Proposals can address potential alternative practices in program marketing and implementation that would enhance the used oil filter exchange events. Additionally, proposals should include suggestions for new concepts to encourage the ongoing recycling of used oil and oil filters and to broaden the target audience.

Certified Center Inspections

Task 5: Certified Center Inspections

There are over 30 certified used oil collection centers in the Coachella Valley. Inspections are increasingly important to CalRecycle in the used oil payment program.

- Conduct inspections at 12 centers in accordance with CalRecycle's guidelines for conducting such inspections.
- Inform CVAG if a center refuses to cooperate with an inspection request.
- Compile the results of the inspections in reports prepared for CVAG.

Grant Application Assistance and Support

Task 6: Grant Application and Report Assistance

The consultant is expected to prepare and submit the annual report for the Used Oil Block Grant for the current fiscal year, in coordination with CVAG staff. The annual report is tentatively due August 15th of each year. The consultant is also expected to assist CVAG staff with filing the annual grant application to CalRecycle. This task includes working with CVAG staff to maintain in an orderly manner invoices and receipts for project activities, records of staff time charged to the grant, and interest received on grant funds to facilitate filing of the final report to CalRecycle.

Task 7: Provide Support at Meetings as Requested by CVAG

The consultant will be expected to provide support to CVAG as requested. This support could include attendance at meetings to report on the Used Oil Recycling Program, preparation of staff reports, legislative updates, and other updates on the used oil payment program as needed.

CVAG anticipates awarding a three-year contract which may be extended at the sole discretion of CVAG.

Location:

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

III. SCHEDULE

Item	Date
1. Release of Request for Proposals <ul style="list-style-type: none">• Post to www.cvaq.org• Publish Notice for Proposals	April 14, 2023
2. Deadline for Submittal of Questions	April 28, 2023 (5:00 p.m. PST)
3. Responses Questions via Addendum	May 2, 2023 (by 3:00 p.m. PST)
4. Deadline for Receipt of Proposals	Tuesday, May 9, 2023 (by 3:00 p.m. PST via email to amcmillen@cvaq.org)
5. Evaluate Proposals and Potential Interviews (via Zoom)	May 10 – May 18, 2023
6. Select Consultant	May 19, 2023
7. Expected Contract Award	June 26, 2023

IV. PROPOSAL REQUIREMENTS

Proposals shall be submitted by email in Adobe Printable Document Format (pdf), identified in the subject line as “Used Oil Program Proposal” to Allen McMillen, amcmillen@cvaq.org. Proposals shall consist of both a work proposal and a separate cost proposal, and are to be submitted (emailed) in one email submission as two separate PDF attachments. The file names shall designate the contents (work proposal or cost proposal). Only one email submittal per Consultant consisting of the work proposal and the cost proposal files will be considered.

Proposers are encouraged to keep their proposals brief and relevant to the specific work required. The requirements of this section are mandatory and failure to comply completely may result in the proposal being deemed non-responsive.

Proposals should include the following, as appropriate:

I. Work Proposal (submitted as a PDF file containing Items A. through C. below)

A. Cover Letter / Introduction including:

1. The name, address, and phone number of the contact person for the remainder of the selection process.
2. Any qualifying statements or comments regarding the Consultant's proposal, the information provided in the RFP, or the proposed contract (RFP- Attachment A.).
3. Provide background on your firm and its capacity to provide the services that CVAG is seeking.
4. Descriptions of the roles, credentials, and relevant experience of team members who will be involved in the project, including any sub-contractors.

B. Organization Profile and Statement of Qualifications:

1. Organization name.
2. A brief history of the organization, including the number of years in operation under the present organization name, as well as prior names and number of years' experience providing the proposed, equivalent, or related services.
3. Organization size – total number of personnel and proposed number of personnel that could be available to provide services.
4. Describe qualifications, experience and expertise of principal team members.
5. Provide a minimum of three (3) references from similar engagements - name, company, current phone number, and email address; and a brief description of the engagement and system selected/implemented.

C. Project Understanding and Approach. This section of the Proposal should provide an introductory description of the Proposer's understanding of the project, and a detailed description of the proposed approach and scope of work for the tasks identified in Section II. Statement of Work (including key tasks, deliverables, and timeframe/schedule).

II. Cost Proposal (submitted as a separate PDF file containing only Item D. below)

Cost Proposal. Proposers shall provide a detailed cost proposal, which should include a description of consultant costs by task; including but not limited to assigned staff (job titles, estimated hours per person, hourly rates, and other expenses related to these tasks.

General Requirements

- The submittal will be concise, well-organized and clearly demonstrate the skills and experience of the Proposer. You may refer us to your website for organization history, resumes, and other background information.
- The proposal will include the name of the authorized individual submitting proposal, mailing address, telephone number, and email address if further information is desired.
- The prospective Proposer will designate the project manager by name. The selected consultant will not substitute the project manager or other members of the project team without prior approval of CVAG.

- **Public Records.** All documents submitted in response to this Request will become the property of CVAG upon submittal and will be subject to the provisions of the California Public Records Act and any other applicable disclosure laws. Upon submission, all proposals shall be treated as confidential until the selection process is completed. Once a contract is awarded, all proposals shall be deemed public record. CVAG is required to comply with the California Public Records Act as it relates to the treatment of any information marked “confidential.” Respondents requesting that portions of its submittal should be exempt from disclosure must clearly identify those portions with the word “Confidential” printed on the lower right-hand corner of the page. Each page shall be clearly marked and separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. CVAG will consider a respondent's request for an exemption from disclosure; however, if CVAG receives a request for documents under the California Public Records Act, CVAG will make a decision based upon applicable laws. Respondents should not over-designate material as confidential, and any requests or assertions by a respondent that the entire submittal, or significant portions thereof, are exempt from disclosure will not be honored.

V. DEADLINE FOR SUBMISSION OF PROPOSALS

All proposals must be received by CVAG **by 3:00 p.m. (PST) Tuesday, May 9, 2023**. Proposals must be submitted by email with separate attachments for the Work Proposal and Cost Proposal. The PDF attachments should be compressed as much as possible. Please identify in the subject line as “Used Oil Program Proposal” and submit proposals via email to amcmillen@cvag.org

Proof of receipt before the deadline is a time and date receipt on the email. Please allow adequate time for your email submittal to be received and confirmed. A bid list of all proposals received will be recorded with the Company Name, Contact Name, email, date/time received.

VI. INQUIRIES

Any questions, technical or otherwise, pertaining to this RFP must be submitted via email by **Friday, April 28, 2023 by 5:00 p.m. PST**. Please include “USED OIL PROGRAM RFP Questions” in subject line and direct to Allen McMillen (amcmillen@cvag.org).

Responses to such questions will be posted at <https://cvag.org/about/proposals/> by **Tuesday, May 2, 2023 by 3:00 p.m. PST** via an addendum.

Prospective respondents are encouraged to promptly notify CVAG of any apparent inconsistencies, problems, or ambiguities in this RFP. Please monitor the website for all information regarding this RFP. It is the sole responsibility of the prospective respondents to remain apprised of changes to the RFP and acknowledge any addendum(s) issued.

No Proposer, or anyone representing a Proposer, is to discuss this RFP with any official or employee of CVAG, other than the person named in this RFP. Neither Proposers, nor anyone representing a Proposer, is to discuss this RFP with any contractor engaged by CVAG for assistance in preparing the RFP documents or any cost estimate associated with this procurement. Violation of this prohibition may result in disqualification of the contractor even if the contract has already been awarded.

VII. SELECTION PROCESS

Work proposals will be reviewed by a Selection “Committee”. The Committee will rank the proposals based on the scoring below and the materials submitted within the Work Proposal. In reviewing submittals, the Committee may contact entities the firm(s) have performed contract work for in the past, and consider previous work performance in ranking the firms.

Rating criteria to be used by the Selection Committee in ranking Consultants will be as follows:

Understanding and Approach

- Understanding of the work to be done 20 points
- Proposed scope of work and deliverables 15 points
- Proposed approach to performing the requested services 15 points

Qualifications and Experience

- Qualifications and experience of proposed team members 15 points
- Experience performing similar work 20 points
- References / Customer satisfaction with quality of work on previous contracts 15 points

- A. Each proposal will be reviewed by the Committee to determine if it meets the proposal requirements. Failure to meet the requirements of the Request for Proposals may be cause for rejection of the proposal.
- B. The Committee may conduct interviews from a short-list of respondents during the selection process which may include a video conference (e.g., Zoom) or teleconference interview. If necessary, interviews will be conducted from **May 16-18, 2023**.
- C. Cost proposals will be opened only after the ranking process is complete.
- D. The prospective consultant(s) is advised that should this RFP result in award of a contract, the contract will not be in force until it is approved and fully executed by the CVAG Executive Committee.
- E. The selected consultant(s) will work closely with CVAG staff through the duration of the project.

VIII. GENERAL CONDITIONS

- A. CVAG shall not, in any event, be liable for any pre-contractual expenses incurred by the consultant. Pre-contractual expenses are defined as expenses incurred by the consultant in:
 - Preparing the Proposal;
 - Submitting the Proposal to CVAG; and,
 - Any other expenses incurred by the consultant prior to an executed agreement
- B. CVAG reserves the right to withdraw this RFP at any time without prior notice.
- C. Any contract awarded for this role will be made to the organization that, in the opinion of CVAG, is best qualified.

- D. CVAG reserves the right to reject all proposals if it determines, in its sole discretion, that adequate services cannot be obtained at a fair and reasonable cost that is within the budget available for the project.
- E. CVAG further reserves the right to waive any irregularities in the proposals received in this response for Request for Proposals (RFP).
- F. CVAG reserves the right to split or award the contract in any manner determined to be the most advantageous to CVAG and its members.
- G. CVAG makes no representations that any agreement will be awarded to any organization responding to this RFP. CVAG expressly reserves the right to postpone reviewing the proposal for its own convenience and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection(s).

IX. ATTACHMENTS

- A. Sample CVAG Services Contract

ATTACHMENT A.
SAMPLE CVAG SERVICES CONTRACT

The attached sample CVAG Services Contract will be the basis for a final contract to be executed with the selected Consultant. Please review and comment on any exceptions or additions at time of proposal.

SERVICES CONTRACT

between

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG)

and

[INSERT CONSULTANT]

THIS AGREEMENT is made and effective as of _____, 2023 between the Coachella Valley Association of Governments ("CVAG") and _____ ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on _____, 2023 and shall remain and continue in effect until tasks described herein are completed, but in no event later than _____, 2023 unless sooner terminated or extended pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform **Used Oil Recycling Program** services consistent with the provisions of the Request for Bids/Proposals for the proposed **2023 Used Oil Recycling Program Services Project**, released on **April 14, 2023**, (the "RFP") and any modification thereto adopted in writing by the parties and identified herein as an exhibit to this Agreement, upon issuance by CVAG of written authority to proceed (a "Notice to Proceed") as to either (a) a portion of the work if separate and independent tasks are contemplated or (b) all work if it constitutes a single project.

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

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

Exhibit A: Scope of Work

Exhibit B: Price Formula (Consultants Proposal/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.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

17. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

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

18. NOTICES

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

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

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

19. ASSIGNMENT/PERSONNEL

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

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

20. MANAGEMENT

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

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

21. SUBCONTRACTS

Unless expressly permitted in the RFP or the exhibits hereto, Consultant shall obtain the prior written approval of CVAG before subcontracting any services related to this Agreement. CVAG reserves the right to contract directly with any necessary subcontractors in the unlikely event it becomes necessary.

22. LICENSES

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

23. GOVERNING LAW

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

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

24. FINAL PAYMENT CERTIFICATION AND RELEASE

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

25. ENTIRE AGREEMENT

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

26. FORCE MAJEURE

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

27. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

By: _____
Tom Kirk, Executive Director

[INSERT CONSULTANT]

By: _____
[INSERT NAME, TITLE]

EXHIBIT "A"
SCOPE OF WORK

See following page.

Exhibit "B"

PRICE FORMULA

See following page.