



**REQUEST FOR PROPOSALS
FOR
LONG-TERM GOVERNANCE & ELECTRICAL SERVICES STRATEGIC PLAN
ADDENDUM**

Addendum Date: January 12, 2024

Purpose: This addendum supplements, amends, and takes precedence over the original Request for Proposals (RFP) and shall be considered when preparing proposals and shall become part of the Contract documents. Offerors shall review the Addendum work and requirements in detail and incorporate any effects the Addendum may have into their scope of services and cost proposal.

Note: All requirements of the RFP documents remain unchanged except as cited herein.

Questions & Requests:

The following are clarifications and responses to the questions received by the Coachella Valley Association of Governments (CVAG) as of 4:00 p.m., January 5, 2024

1. **Question:** **E. Term of Contract** (p. 8) states that a contract will be for one year, with possible extension. Is CVAG open to a proposal that includes a work plan that extends beyond one year from the beginning?

Response: Yes, CVAG is open to a work plan that extends beyond one year from the beginning. CVAG understands that facilitating discussions and decision making on complex governance and electrical services may require additional time beyond one year. As such, CVAG is open to various approaches, each of which may require their respective time to be accomplished.

2. **Question:** **Section III., A. General** (p. 9). RFP document calls for two documents to be submitted: Technical proposal and a Fee proposal. There is no mention of the "Appendices" document mentioned during the 1/3/24 Bidders webcast. Is this third document, to provide more detail beyond the 25-page limited Technical proposal, allowed to be submitted?

Response: The "Appendices" do not count towards the 25-page limit page count for the proposal. The second paragraph of Section III. B. states "The Cover Page, Cover Letter, Appendices and page separators will not count toward the page limit."

3. **Question: Deliverables.** (Section V, A, p. 16). Are all deliverables intended to be online, or are there deliverables that are to be hard-copy published? If the latter, which deliverable, and how many hard copies would need to be produced?

Response: *CVAG intends for all deliverables to be completed and delivered electronically.*

4. **Question: Source sole origin** (Section V, A, p. 16). RFP states that “The Consultant or their sub-consultants shall not incorporate in the Project any materials or equipment of sole source origin without written approval of CVAG.” It is unclear what the definition of sole source origin is; can CVAG provide more detail?

Response: *Sole source means that the consultant did not source materials or equipment via a competitive bidding process. CVAG requires competitive processes be used to ensure competition renders the best materials or equipment at the most competitive price.*

5. **Question: Services to be Performed** (Section V, D, p. 18). Definitive answers to a number of these bullets will be challenging to provide. For example, to “understand potential financial and rate impacts associated with continued service by IID” requires a high level of speculation unless IID provides more transparency on how it’s future rates or cost of new service/infrastructure might evolve. Does CVAG recognize the inherent uncertainty that some of these bulleted requests possess and, if so, does CVAG accept that the Consultant might need to provide a more scenario-based or other approach in answering them?

Response: *CVAG understands that to ascertain definitive answers to some of the tasks requires significant coordination and collaboration with IID, as well as with Coachella Valley Stakeholders. As such, CVAG understands that the Consultant may need scenario-based approaches to help answer a number of required questions and/or tasks.*

6. **Question: Project Scope, Recommendations** (V, E., 9, p. 21). Per the discussion during the Bidders Call (1/3/24), the Contractor would obtain preliminary approval of any recommendations from CVAG/CVEC prior to publishing them. That is, the Contractor would aim to ensure agreement (if not consensus) among stakeholders for the Contractor’s recommendations prior to publication. If so, this step is seemingly absent from the Project Scope. Does CVAG agree that it should be added to the Project Scope?

Response: *CVAG and CVEC’s approval of the work product is integral to successfully complete the project. The project includes a reporting requirement, and consultation and coordination with the Coachella Valley Energy Commission. As such, any published recommendation shall have already been vetted by CVAG and CVEC. Therefore, the project scope and task already include the need to aim to ensure agreement among stakeholders.*

7. *See attached tracked changes to the RFP. These changes are non-substantive amendments to the RFP, to help add clarity.*

Acknowledgement: Proposers must acknowledge receipt of this Addendum by signing in the space provided below. This signed Addendum shall be included in the appendices section of the Technical Proposal.

Authorized
Signature: _____

Date: _____

Company: _____



COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

REQUEST FOR PROPOSALS

FOR

LONG-TERM GOVERNANCE & ELECTRICAL SERVICES STRATEGIC PLAN

FOR

COACHELLA VALLEY ENERGY COMMISSION

Interested proposers should submit qualifications via email to:

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

Attn: Allen McMillen

procurement@cvag.org

**Proposals must be received to the email address above by
4:00 p.m. PST on January 19, 2024**

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

Issue Date: December 21, 2023

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

NOTICE INVITING PROPOSALS

LONG-TERM GOVERNANCE & ELECTRICAL SERVICES STRATEGIC PLAN COACHELLA VALLEY ENERGY COMMISSION

PUBLIC NOTICE IS HEREBY GIVEN that proposals will be received by the Coachella Valley Association of Governments (“CVAG”). CVAG invites proposals for the above stated services and will receive such proposals *only by email* no later than **4:00 p.m. PST on January 19, 2024**. Proposals received after this date will be rejected. Proposals will be submitted to the attention of Allen McMillen at procurement@cvag.org.

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.

On November 30, 2023, the local agency formation commissions for Riverside County and Imperial County completed the “Alternative Governance and Electrical Services Study – Imperial Irrigation District” (study). The study was completed by Dopudja and Wells, a consulting firm that provides advisory services to public service delivery entities. The study identified several potential governance structures that were evaluated under two overarching frameworks, one in which IID continues to provide electrical service in perpetuity, and the other in which alternative governance structures are implemented to extend voting rights to registered voters residing within the IID electrical service area to provide proportional representation on a governing board that will have primary jurisdiction on all electrical service matters.

The governance alternatives identified under these two frameworks were evaluated against key foundational objectives that identify Coachella Valley stakeholders’ desired roles, responsibilities, and rights for the potential service and governance options. These foundational objectives include, but are not limited to, ensuring continued service under a publicly owned utility model, providing representation for Coachella Valley customers, a structure that can own utility assets, provides flexible funding opportunities, and minimizes risk to ratepayers. The seventeen foundational objectives were derived from the study’s stakeholder feedback and were used to evaluate the performance of each alternative option against the status quo.

After reviewing all the possible alternative governance options, the study identified the top two highest ranking options: Option 1.D Joint Powers Authority and option 2.B Form a New Publicly Owned Utility with specific service roles. These two options were identified as the highest-ranking among stakeholders and require further evaluation to assist in determining the preferred alternative option of the two and a corresponding strategic plan that identifies necessary steps, actions and strategies required to implement such alternative option.

CVAG, in coordination with Coachella Valley stakeholders and the Coachella Valley Energy Commission (CVEC), seeks proposals to further evaluate the two highest-ranking options identified in the study and to develop a long-term strategic plan for implementation of the preferred option of the two. The two highest-ranking alternative options identified in the study were selected

largely based on the most important foundational objectives, which include: A governance structure that is uncomplicated to implement; ability to achieve vertically integrated utility status; and ability to adapt to future changes and responsibilities.

The CVEC was created by IID in response to Assembly Bill 1021 and is tasked with providing immediate and diverse local representation by Coachella Valley stakeholders in IID's energy service area. Additionally, CVEC is tasked with developing a long-term strategic governance plan for continued energy service to the Coachella Valley.

The increased demands for various electrical services by Coachella Valley stakeholders and the desire to obtain local representation and control over electrical service matters by certain Coachella Valley stakeholders are the main factors driving further analysis of the two highest-ranking alternative options identified by the study. The long-term strategic governance plan shall focus on analyzing the technical feasibility, legal requirements and implications and financial policies of the two highest-ranking alternative options, identified as 1.D and 2.B in the study.

Project objectives:

- Evaluate options 1.D. and 2. B governance models for electrical services identified in the joint-LAFCO study relative to the foundational objectives in the study, with a focus on:
 - Affordability
 - Ratepayer Input
 - Economic Development
 - Financing [of current electrical system and planning and financing future electrical infrastructure necessary for load growth](#)
 - Representation
 - Industry Trends
 - Local Programs
 - Local Control
 - Legal [and Legislative] Considerations
 - [System Reliability](#)
- Identify the preferred alternative option based on comprehensive analysis and evaluation of options 1.D and 2.B of the study.
- Assess hybrid or collaborative alternatives to each of the preferred alternative options (1.D and 2.B of the study) and their effectiveness.
- Develop a long-term strategic governance plan based on the preferred alternative option, which includes actionable steps, process, legal and technical analysis and other information relevant to implementation of the preferred alternative option.

It is anticipated that the consultant will conduct interviews, preliminary financial and strategic analyses, facilitate workshops and meetings with Coachella Valley stakeholders, including the Coachella Valley Energy Commission and respective subcommittees, as well as ratepayers, and residents, reach areas of agreement, develop an initial draft strategic plan, and define next steps, including additional analyses as needed.

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

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

All questions must be put in writing and must be emailed to the attention of Allen McMillen at procurement@cvag.org and received by CVAG on **January 5, 2024, up to the hour of 4:00 p.m. PST**. Please note that all addenda will be published on the CVAG website. Proposers are encouraged to check the CVAG website regularly since each Consultant will be responsible for downloading the RFP and any addenda. Consultants that have provided contact information will receive notification of any addenda.

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

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

**Request for Proposals
For
Long-Term Governance & Electrical Services Strategic Plan**

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I. Background and Introduction

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.

On November 30, 2023, the local agency formation commissions for Riverside County and Imperial County completed the “Alternative Governance and Electrical Services Study – Imperial Irrigation District” (study). The study was completed by Dopudja and Wells, a consulting firm that provides advisory services to public service delivery entities. The study identified several potential governance structures that were evaluated under two overarching frameworks, one in which IID continues to provide electrical services, and the other in which service with IID is terminated.

The governance alternatives identified under these two frameworks were evaluated against key foundational objectives that identify Coachella Valley stakeholders’ desired roles, responsibilities, and rights for the potential service and governance option. These foundational objectives include, but are not limited to, ensuring continued service under publicly owned utility model, providing representation for Coachella Valley customers, a structure that can own utility assets, provides flexible funding opportunities, and minimizes risk to ratepayers. The seventeen foundational objectives were derived from the study’s stakeholder feedback and were used to evaluate the performance of each alternative option against the status quo.

After reviewing all the possible alternative governance options, the study identified the top two highest ranking options: Option 1.D Joint Powers Authority and option 2.B Form a New Publicly Owned Utility with specific service roles. These two options were identified as the highest-ranking among stakeholders and require further evaluation to assist in determining the preferred alternative option of the two and a corresponding strategic plan that identifies necessary steps, actions and strategies required such alternative option.

CVAG, in coordination with Coachella Valley stakeholders and the Coachella Valley Energy Commission (CVEC), seeks proposals to further evaluate the two highest-ranking options identified in the study and to develop a long-term strategic plan for implementation of the preferred option of the two. The two highest-ranking alternative options identified in the study were selected largely based on the most important foundational objectives, which include: A governance structure that is uncomplicated to implement; ability to achieve vertically integrated utility status; and ability to adapt to future changes and responsibilities.

The CVEC was created by IID in response to Assembly Bill 1021 and is tasked with providing immediate and diverse local representation by Coachella Valley stakeholders in IID’s energy service area. Additionally, CVEC is tasked with developing a long-term strategic governance plan for continued energy service to the Coachella Valley.

Services to be provided:

CVAG is procuring professional services to complete an evaluation of the two highest-ranking options identified in the study and to develop a long-term strategic plan for implementation of the preferred option of the two. The two highest-ranking alternative options identified in the study were selected largely based on the most important foundational objectives, which include: A governance structure that is uncomplicated to implement; ability to achieve vertically integrated

utility status; and ability to adapt to future changes and responsibilities. The increased demands for various electrical services by Coachella Valley stakeholders and the desire to obtain local representation and control over electrical service matters by certain Coachella Valley stakeholders are the main factors driving further analysis of the two highest-ranking alternative options identified by the study. The long-term strategic governance plan shall focus on analyzing the technical feasibility, legal requirements and implications and financial policies of the two highest-ranking alternative options, identified as 1.D and 2.B in the study.

The consultant will build on the study recently completed by the joint LAFCO's. Specifically, the consultant will work on addressing policy and key determinations identified in the study.

CVAG seeks to retain a qualified professional consultant to conduct a long-term strategic governance plan for providing governance and electrical services for the Coachella Valley in consultation and coordination with the Coachella Valley Energy Commission (CVEC).

Funding:

Funding in the amount of \$200,000 has been allocated to conduct the long-term strategic governance plan.

Proposal:

It is anticipated that the consultant will conduct interviews, financial and strategic analyses, facilitate workshops and meetings with Coachella Valley stakeholders, including the Coachella Valley Energy Commission and respective subcommittees, as well as ratepayers and residents, reach areas of agreement, develop an initial draft strategic plan, and define next steps, including additional analyses as needed.

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

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

All questions must be put in writing and ~~must be~~ emailed to the attention of Allen McMillen at procurement@cvag.org and received by CVAG ~~on no later than~~ **January 5, 2024, up to the hour of 4:00 p.m. PST**. Please note that all addenda will be published on the CVAG website. Proposers are encouraged to check the CVAG website regularly since each Consultant will be responsible for downloading the RFP and any addenda. Consultants that have provided contact information will receive notification of any addenda.

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

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

II. Request For Proposals

A. Scope of Services

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

B. Procurement Manager

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

C. Requests for Clarification

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

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

D. Pre-Proposal Meeting

A Non-Mandatory Pre-Proposal conference will be held via MS Teams at 1:00 p.m. PST on January 03, 2024. [Click here](#) for a link to the MS Teams meeting.

While the meeting is not mandatory, all prospective Proposers are strongly encouraged to attend the pre-proposal conference. Oral statements regarding this RFP at the Pre-Proposal Meeting should be considered unverified information unless confirmed in writing.

E. Term of Contract

Contracts entered into for Professional Services will typically be for one (1) year with up to one (1) successive one-year term by mutual agreement of the Parties. Extension to a contract shall be subject to the availability and appropriation of funds and will be at the same awarded contract unit prices and under the same terms and conditions as specified herein.

III. Submission Requirements

A. General

Proposals shall be submitted by email in Adobe Printable Document Format (pdf), identified in the subject line as “Long-Term Governance & Electrical Services Strategic Plan” to Allen McMillen, procurement@cvag.org. Proposals shall consist of both a technical proposal and a separate fee proposal and are to be submitted (emailed) in one email submission as two separate attachments. The file names shall designate the contents (Technical Proposal or Fee Proposal) accordingly. Only one email submittal per Consultant consisting of the technical proposal and the fee proposals will be considered.

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

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

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

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

B. Content and Format of Technical Proposal

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized and include page numbers for all pages in the proposal. The proposal shall be emailed (.pdf file) as an attachment(s) and submitted via email to the Procurement Manager.

Proposals shall be limited to a total of 25 pages. The Cover Page, Cover Letter, Appendices and page separators will not count toward the page limit. Proposals shall be presented in the following order and shall include:

1. Cover Letter. This letter shall be a maximum of two pages, shall be addressed to Tom Kirk, Executive Director and shall, at a minimum, contain the following:

- Identification of Consultant that will have contractual responsibility with CVAG. Identification shall include legal name of company, corporate address, telephone, and fax number. Include name, title, address, and telephone number of the contact person identified during period of qualification evaluation.
- Identification of all proposed Subcontractors including legal name of company, contact person(s) name and mailing address, phone number and email address. Relationship between Consultant and Subcontractors, if applicable.
- Acknowledgment of receipt of all RFP addenda, if any. Note: All addenda posted on www.cvaq.org/proposals for this solicitation shall be signed by the proposer and included in the appendices.
- A statement to the effect that the proposal shall remain valid for a period of not less than 180 days from the date of submittal.
- A statement that the Consultant does not have any personal, business, or financial relationship with the Contractors and Subcontractors that will be pursuing the work.
- Signature of a person authorized to bind Consultant to the terms of the proposal.
- Signed statement attesting that all information submitted with the qualifications is true and correct.

2. Qualifications, Related Experience and References. This section of the RFP should establish the ability of Consultant to satisfactorily perform the required work by reasons of experience in performing work of the same or similar nature; strength and stability of the Consultant; staffing capability; workload; record of meeting schedules on similar projects; and at least three supportive client references. Consultant to:

- Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size, and location of offices; number of employees.
- Provide a general description of the firm's financial condition, identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Consultant's ability to complete the Project.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFP and highlight the participation in such work by the key personnel proposed for assignment to this Project.
- Describe experience in working with the various government agencies and private entities that may have jurisdiction over the approval of the work specified in this RFP. Please include specialized experience and professional competence in areas related to this RFP.
- A minimum of three (3) references should be given. Furnish the name, title, address, and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Consultant also may supply references from other work not cited in this section as related experience.
- Any prior engagement or work which may result in any potential or actual professional conflict of interest in the performance of any services under this RFP.
- To avoid potential conflicts of interest, law firms and other professionals or licensees which represent or advise or have advised IID or CVWD on energy related matters may be deemed unqualified for purposes of this RFP.

3. Proposed Staffing and Project Organization. This section of the proposal should establish the method typically used by the Consultant to manage the Project as well as identify key personnel and sub-consultants assigned. Consultant to:
- Provide education, experience, and applicable professional credentials of project staff. Include applicable professional credentials of "key" project staff.
 - Furnish brief resumes (not more than two (2) pages each) for the proposed Project Manager and other key personnel in the appendix, include copy of their certifications
 - Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this Project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
 - Include a project organization chart that clearly delineates communication and reporting relationships with CVAG among the project staff and subconsultants.
 - Include a statement that key personnel will be available to the extent proposed for the duration of the Project, acknowledging that no person designated as "key" to the Project shall be removed or replaced without the prior written consent of CVAG.
4. Work Plan. Consultant shall provide a narrative that addresses the Scope of Work and shows Consultant's understanding of CVAG's needs and requirements. Consultant to:
- Describe the approach and work plan for completing the tasks specified in the Scope of Work. The work plan shall be of such detail to demonstrate the Consultant's ability to accomplish the Project objectives and overall schedule.
 - Outline sequentially, the activities that would be undertaken in completing the tasks and specify who would perform them and identify all deliverables.
 - Identify methods that Consultant will use to ensure quality control as well as budget and schedule control for the Project.
 - Identify any special issues or problems that are likely to be encountered during this Project and how the Consultant would propose to address them.
 - Consultant is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the Project. Any modifications proposed to this solicitation are welcome provided they are innovative, advanced, and well thought out methodologies and shall be identified as optional and priced out separately in the Fee Proposal.
 - Provide Schedule and Deadlines. The draft schedule shall be depicted in a Gantt chart format.
5. Appendices:
- Recent and Relevant Projects: Provide an example of a similar scoped project deliverable conducted within the last three (3) years, or in process if at least in the final draft stage. If published online, the Proposer may provide a link in lieu of inserting a lengthy document into the appendices.
 - Litigation: Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years.

- Project Team Resumes – Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.
- Changes to Professional Services Contract – CVAG’s standard professional services contract is included as [Attachment “A”](#) in this Request for Proposals. The Proposer shall review with proposed subconsultants and identify from Proposer or proposed subconsultants any objections to and/or request changes to the standard contract language in this section of the proposal.

C. Content and Format of Fee Proposal

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

The Fee Proposal shall be presented in a table format organized by task per [Section V.D. and V.E. Sections -Section V.F. Project Tasks](#) herein and shall include hours and hourly rates for all personnel including subconsultants, subtotals for each task, and a grand total for total proposed fee. The Fee Proposal shall also include proposed direct costs and subcontractor mark-up, if any.

Any modifications proposed to this solicitation are welcome provided they are innovative, advanced, and well thought out methodologies and shall be identified as optional and priced out separately in the Fee Proposal.

D. No Deviations from the RFP

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

E. Additional Stipulations

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

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

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

Unless specifically requested by CVAG, no amendment, addendum or modification will be accepted after a proposal has been submitted to CVAG. If a change to a proposal 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 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 90 calendar days from the proposal due date. CVAG intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete, and the contract is awarded.

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

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

IV. Submission Process

A. Selection Schedule

Proposals are due ~~on~~ by **January 19, 2024, no later than 4:00 p.m. PST**. A Selection Committee comprised of CVAG and partnering agency staff may choose up to three applicants to be interviewed. Applicants invited to an interview will be notified by **5:00 p.m. PST on January 22, 20232024**. Interviews will be scheduled to occur January **24-25, 2023-2024** at a time and location to be provided by CVAG. Proposers are to hold the interview dates until confirmed by CVAG. The tentative schedule is as follows:

ACTION	DATE
1. Release of Request for Proposals <ul style="list-style-type: none">Post to www.cvag.org	December 21, 2023
2. Non-Mandatory Pre-Proposal Meeting <ul style="list-style-type: none">Click here for a link to the meeting	January 03, 2024 (1:00 p.m. PST)
3. Deadline to Email Questions <ul style="list-style-type: none">Email to procurement@cvag.org	January 05, 2024 (2:00 p.m. PST)

ACTION	DATE
4. Responses to Questions via Addendum <ul style="list-style-type: none"> Post to www.cvag.org 	January 12, 2024
5. Deadline for Receipt of Proposals <ul style="list-style-type: none"> Email to procurement@cvag.org 	January 19, 2024 (4:00 p.m. PST)
6. Evaluation of Proposals	January 22, 2024
7. Finalist Interviews (Proposers are to hold these dates until confirmed)	January 24-25, 2024
8. Expected Contract Award	January 29, 2024
9. Notice to Proceed	February 2024

The schedule above is tentative and CVAG retains the sole discretion to adjust dates.

B. Selection Process

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

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

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

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

Upon selection of a Proposer, CVAG will endeavor to negotiate a mutually agreeable professional services agreement with the selected Proposer. In the event that CVAG is unable to reach agreement, CVAG will proceed, at its sole discretion, to negotiate with the next Proposer selected by CVAG. CVAG reserves the right to contract for services in the manner that most benefits CVAG including awarding more than one contract if desired.

C. Evaluation

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

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

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

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

2. Proposed Staffing and Project Organization (25%)

This section of the proposal should establish the method that will be used to manage the Project as well as identify key personnel assigned.

3. Work Plan (25%)

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

4. Proposed fee (20%)

Successful applicants will propose fees that are cost-effective, sufficiently detailed, and feasible. Cost-effective proposals will be able to accomplish higher levels of planning and design with the available funds.

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

D. Protests

Protest procedures and dispute resolution process for the contract portions of the project that are federally funded will be in accordance with the CVAG process. The protest shall be in writing to the attention of the Executive Director and submitted to the attention as follows:

Executive Director
Coachella Valley Association of Governments
74199 El Paseo, Suite 100
Palm Desert, CA 92260

V. Scope of Services

A. General Conditions and Requirements

CVAG is seeking the services of qualified firms to conduct a Long-Term Governance & Electrical Services Strategic Plan for the Coachella Valley Energy Commission (CVEC).

CVAG reserves the right to perform any portion of this scope of services with CVAG staff or any other vendor, however, for the purposes of this RFP, the Consultant is requested to assume that no CVAG resources will be available to perform any portion of the scope of services described herein.

CVAG may have the contracted Consultant establish direct contact with member agencies and other stakeholders related to the subject matter of this RFP for the purpose of obtaining information, expertise and assistance in developing project information. The Consultant shall maintain a record of all such contacts and shall provide copies of the contacts and records promptly to CVAG on a regular basis. CVAG will participate in and/or provide prior approval for all intra-agency meetings.

The Consultant shall be responsible for reproduction, binding, circulation, and distribution of all deliverables pursuant to CVAG requirements.

The Consultant has total responsibility for the accuracy and completeness of the deliverables for the Project and shall check all such material accordingly. Reviews by CVAG and stakeholders do not include detailed review or checking of the deliverables. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant or their sub-consultants shall not incorporate in the Project any materials or equipment of sole source origin without written approval of CVAG.

The deliverables furnished under this Scope of Services shall be of a quality acceptable to CVAG. The criteria for acceptance shall be a product of neat appearance, well-organized, technically and grammatically correct. The minimum standard of appearance, organization and content of the drawings shall be that of similar types produced by CVAG.

The page identifying preparers of engineering reports shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the professional engineer(s) responsible for their preparation, as applicable.

The Consultant shall submit all project files to CVAG at the completion of the project. All studies, plans, reports, data, manuals, electronic software developed, databases, spreadsheets and intellectual properties developed during the life of this contract shall become the property of CVAG.

The Consultant shall not suspend performance of the contract during the negotiations of any change in scope of services except as they may be directed by CVAG. The Consultant shall perform all changes in accordance with the terms and conditions of this contract.

The Consultant shall employ risk management techniques that identify potential risks and uncertainties related to the development of the Project. If at any time during the performance of

this Scope of Services, the Consultant observes, encounters, or identifies any circumstance that could pose potential risk, the Consultant shall notify CVAG.

B. Quality Assurance

The Consultant has total responsibility for the accuracy and completeness of the deliverables furnished under the Project and shall meet that responsibility through quality assurance practices standard to the profession. The Consultant's quality assurance practices shall ensure the following:

- All work is done in accordance with good engineering practice and all analysis and technical work meets the standards set forth herein.
- A process is established whereby all deliverables and analysis are independently checked, corrected, and backchecked in accordance with accepted practice.
- Deliverables and computations must be accompanied by supporting documentation that may include copies of appropriate lists of deliverables, tables, etc.

C. Project Progress

The Consultant shall establish internal accounting methods and procedures acceptable to CVAG for documenting and monitoring contract costs.

The Consultant shall report in a timely manner, through correspondence or progress reports, whenever it appears that approved schedules will not be met, and whether the reasons are within the Consultant's control. In the event the Scope of Services is modified, and the modified Schedule is approved by CVAG, the Consultant shall submit a revised schedule.

On a monthly basis, the Consultant shall prepare and submit to CVAG a monthly status report that indicates the work progress achieved during the period. The report shall summarize the actual work progress compared with estimated progress and will identify problem areas, provide evaluations, recommendations, and an outline of the process which the Consultant and CVAG will follow to rectify the problem(s). The progress report shall be submitted with the monthly invoice. Progress reports shall include the total number of hours worked by the Consultant's and sub-consultant's personnel. As a minimum, the monthly report should address the following specific areas:

- Time related project status via a bar chart schedule
- Physical progress
- Amendment summary history
- Narrative status report
- Graphical comparisons for actual progress vs. earned and planned progress for physical (%complete), performance (hours complete) and cash flow

Progress meetings between the Consultant and CVAG shall be held to discuss progress, potential problems, plans for the next period, and other progress issues. CVAG will establish with the Consultant the dates and times of these meetings. The Consultant shall provide CVAG with a written agenda for the meeting and prepare written meeting minutes and submit them to CVAG after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues. The Consultant shall submit at each Progress Meeting a four-week horizon schedule to be used in monitoring the progress of the work.

D. Project Objectives and Services to be Performed

Project Objectives:

- Evaluate options 1.D. and 2. B governance models for electrical services identified in the joint-LAFCO study relative to the foundational objectives in the study, with a focus on:
 - Affordability
 - Ratepayer Input
 - Economic Development
 - Financing [of current electrical system and planning and financing future electrical infrastructure necessary for load growth](#)
 - Representation
 - Industry Trends
 - Local Programs
 - Local Control
 - Legal ~~[and Legislative]~~ Considerations
 - [System Reliability](#)
- [Identify the preferred alternative option based on comprehensive analysis and evaluation of options 1.D and 2.B of the study.](#)
- [Assess hybrid or collaborative alternatives to each of the preferred alternative options \(1.D and 2.B of the study\) and their effectiveness.](#)
- [Develop a long-term strategic governance plan based on the preferred alternative option, which includes actionable steps, process, legal and technical analysis and other information relevant to implementation of the preferred alternative option.](#)
- ~~• Assess different service delivery options and their effectiveness.~~
- ~~• Identify the preferred governance and service delivery model based on comprehensive analysis and evaluation of options 1.D and 2.B of the study.~~
- ~~• Develop a long-term strategic governance plan based on the preferred alternative, which includes actionable steps, process, legal and technical analysis, and other information necessary to implement the preferred governance option.~~

Services to be Performed:

- Identifying a leader: Confirm that the parties/stakeholders will continue with the CVEC as the leader to spearhead the efforts related to the long-term strategic governance plan.
- Determine options for the provision of electrical services for the Coachella Valley: Determine if IID intends to continue to provide electrical service to the Coachella Valley, and to understand potential financial and rate impacts associated with continued service by IID.
- Determine if a regional consensus-based solution will be pursued: To assess financing and revenue requirements, each party will need to determine and align local priorities to determine if regional or a local solution will be feasible.
- Analysis on the likelihood of prolonged litigation in the event a regional consensus-based or non-consensus-based solution is adopted or not adopted. If such litigation occurs, what is the anticipated duration and cost to ratepayers, residents and stakeholders in terms of delay in the implementation of any solution?

- Identify enabling legislation for member eligibility: Identify member eligibility and enabling legislation requirements to allow a member to join any alternative option under consideration. Existing law prohibits certain public districts and entities from joining certain structures (I.e. joining a JPA), and owning and operating electrical assets.
- Legal [opinion-guidance](#) on leased power rights under the Agreement of Compromise: Analyze the investments of IID, and CVWD (if any), upon termination of lease power rights under the Agreement of Compromise, including each party's respective legal and equitable rights in said power rights, works, and facilities on or in connection with the All-American Canal, to understand the potential impact this could have on IID and/or any proposed successor.
- Asset valuation and condition assessment: A preliminary financial analysis related to the asset disposition, including an opinion related to asset disposition and/or associated costs to potentially acquire existing assets from IID (I.e. inventory of assets and assessment of assets), to determine financial impact related to the governance option with service responsibilities.
- Legal [opinion-guidance](#) and enabling legislation for Joint Powers and desire for service Responsibilities: For a regional based solution and the desire to obtain electrical service responsibilities, a legal [opinion-assessment](#) related to "common powers" rule and [identifying](#) enabling legislation for members to pursue service responsibilities to meet a specific need, since service is provided outside of the underlying utilities jurisdiction.
- Identify market risks and trends: To identify foreseeable risks associated with creating and operating a new utility. The assessment should focus on understanding potential market drivers, trends, mandates, and requirements, to determine costs associated with such efforts and associated mitigation efforts to address foreseeable risks.
- Clarify legal understandings related to rights and responsibilities arising from or adjacent to the 1934 Agreement of Compromise.
- Establish debt policy principles: General debt policy principles should be established to aid in the assessment and decision-making process related to the alternative options. These include policy guidelines to identify limits, obligations, and associated risk mitigation measures for uncertain market drivers and customer demands. These guidelines will assist with issuing, managing and adhering to affordability standards for the proposed alternative option under consideration. This will also assist with balancing obligations associated with asset acquisition, associated rehabilitation and replacement projects, and new capital investment planning.
- Community education: [Establish a committee or public engagement In coordination with the CVEC, establish a public engagement strategy or](#) program to keep customers informed about the proposed electric service options and benefits. This will also help assess the support of residents, local officials and business leaders.

E. Project Scope

CVAG seeks to retain a qualified professional consultant to develop a Long-Term Governance and Electrical Services Strategic Plan for providing governance and electrical services for the Coachella Valley in consultation and coordination with the Coachella Valley Energy Commission (CVEC). This will consist of professional and technical services including, but not limited to:

1. Literature Review:

- a. Review existing literature on governance and service delivery models for electrical services.
- b. Analyze case studies of successful and unsuccessful implementations similar to the alternative options.
- c. Identify key trends, challenges, and best practices in the industry.

2. Stakeholder Analysis:

- a. Review stakeholders identified in the joint LAFCO study related to electrical services governance and delivery.
- b. Conduct interviews and surveys to gather perspectives and expectations.
- c. Conduct interviews and surveys with ratepayers, and residents.

3. Governance Models:

- a. Examine governance structures 1.D and 2.B of the joint LAFCO study.
- b. Evaluate the advantages and disadvantages of each governance model.
- c. Consider regulatory frameworks and compliance requirements, including legal and statutory considerations related to enabling, ~~and~~ creating and operating such governance structures.

4. Service Delivery Options:

- a. Investigate options 1.D and 2.B of the joint LAFCO study and examine service delivery options, such as centralized, decentralized, or hybrid/collaborative approaches.
- b. Evaluate the impact of emerging technologies (e.g., smart grids, renewable energy integration) on service delivery.
- c. Assess the scalability, efficiency, and resilience of each service delivery option.

5. Cost-Benefit Analysis:

- a. Develop a comprehensive cost-benefit analysis for each governance and service delivery model.
- b. Consider initial setup costs, operational expenses, and long-term sustainability.
- c. Evaluate the potential economic, social, and environmental benefits.

6. Risk Assessment:

- a. Identify potential risks associated with each governance and service delivery option.
- b. Assess the likelihood and impact of identifiable risks.
- c. Develop risk mitigation strategies for the preferred option.
- d. Consider risk of legal challenges (litigation) if a non-consensual option is pursued.

7. Legal and Regulatory Considerations:

- a. Examine existing legal frameworks governing electrical services related to options 1.D and 2.B.
- b. Identify regulatory constraints and opportunities for innovation related to each of options 1.D and 2.B.
- c. Ensure alignment with local, regional, State and Federal policies, regulations and other rules and obligations affecting electric service providers.

8. Comparative Analysis:

- a. Develop a matrix for the side-by-side comparison of [the two](#) governance and service delivery [options](#).
- b. Rank options based on predefined criteria and stakeholder preferences [set forth in the joint LAFCO study](#).

9. Recommendations:

- a. Present a clear recommendation for the preferred governance and service delivery model.
- b. Provide justifications based on the findings and analysis.

10. Implementation Plan:

- a. Outline a phased implementation plan for transitioning to the recommended model.
- b. Identify key milestones, responsibilities, and timelines.

11. Monitoring and Evaluation:

- a. Develop metrics for monitoring the success of the implemented model.
- b. Establish a regular evaluation mechanism for continuous improvement.

12. Reporting:

- a. Prepare a comprehensive report documenting the study's methodology, findings, and recommendations.
- b. Present the report to relevant stakeholders and solicit feedback.

13. Long-Term Governance and Electrical Services Strategic Plan:

Produce the Long-Term Governance and Electrical Services Strategic Plan that includes, but is not limited to, the key findings and emphasizes the [importance anticipated impact](#) of the recommended model in achieving representation for IID's Coachella Valley stakeholders on electrical service matters, long-term sustainability and effectiveness in electrical service governance and delivery.

END OF SCOPE OF SERVICES

Attachment A: Professional Services Agreement

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

THIS AGREEMENT is made and effective as of [INSERTS DATE], 2021 between the Coachella Valley Association of Governments ("CVAG") and [INSERT CONSULTANT] ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on [INSERT DATE], 2024 and shall remain and continue in effect until tasks described herein are completed, but in no event later than [INSERT DATE], [INSERT YEAR] unless sooner terminated or extended pursuant to the provisions of this Agreement. CVAG shall have the unilateral option, at its sole discretion, to renew this Agreement and negotiate a revised price, if any, for no more than [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 **PROFESSIONAL SERVICES FOR THE DEVELOPMENT OF A LONG-TERM GOVERNANCE & ELECTRICAL SERVICES STRATEGIC PLAN** consistent with the provisions of the Request for Proposals for the proposed **COACHELLA VALLEY ENERGY COMMISSION PROJECT**, released on December 21, 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)

3. PRICE FORMULA

CVAG agrees to pay Consultant at the rates set forth in Exhibit B, the Price Formula, and by reference incorporated herein. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$[INSERT NOT-TO-EXCEED AMOUNT]

without a written amendment.

4. PERFORMANCE

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

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

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

5. PAYMENT

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

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

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

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

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

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

6. INSPECTION OF WORK

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

7. SCOPE OF WORK CHANGES

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

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

9. DEFAULT OF CONSULTANT

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

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

10. OWNERSHIP OF DOCUMENTS

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

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

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

11. INDEMNIFICATION FOR PROFESSIONAL LIABILITY

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

12. INSURANCE

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

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

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

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

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

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

13. INDEPENDENT CONTRACTOR

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

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

14. LEGAL RESPONSIBILITIES

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

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

15. UNDUE INFLUENCE

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

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

17. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

to control, direct, or rewrite said response.

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

18. NOTICES

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

To CVAG:	Executive Director Coachella Valley Association of Governments 73-710 Fred Waring Drive, Suite 200 Palm Desert, CA 92260
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To Consultant:	[INSERT NAME, TITLE INSERT CONSULTANT NAME ADDRESS CITY, STATE, ZIP]
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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