



COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

REQUEST FOR PROPOSALS FOR PROFESSIONAL SUPPORT SERVICES FOR WASTE TIRE AMNESTY PROGRAM

Interested bidders should submit proposals via email to:

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
procurement@cvag.org

**Proposals must be received to the email address above by
2:00 p.m. PDT on November 7, 2025**

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

Issue Date: October 9, 2025

**Request for Proposals
For
Professional Support Services
For
Waste Tire Amnesty Program**

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I. Background and Introduction

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

The Energy and Sustainability Department at CVAG administers the regional Waste Tire Amnesty Program, which addresses the persistent problem of illegal tire disposal and provides residents with safe, convenient, and no-cost opportunities to recycle waste tires. The program is funded through competitive grants from the California Department of Resources Recycling and Recovery (CalRecycle), awarded to local governments across the state to reduce environmental and public health impacts, promote recycling and reuse, and strengthen community awareness of responsible waste management.

Illegal tire dumping presents ongoing challenges in the Coachella Valley and eastern Riverside County. Rural corridors, vacant land, and agricultural areas often serve as dumping grounds, creating fire hazards, attracting disease vectors, and degrading community aesthetics. Communities such as Blythe, Coachella, Indio, Thermal, Mecca, North Shore, and unincorporated areas like Sky Valley, Desert Edge, and Indio Hills lack affordable disposal options and are disproportionately affected.

Through CalRecycle's Waste Tire Amnesty Grant Program, CVAG has supported annual tire amnesty events across the region for many years. These events provide residents with no-cost opportunities to recycle waste tires properly. In recent cycles, thousands of waste tires have been collected, and the current program anticipates hosting 12–15 events over a two-year period with a target of collecting approximately 4,500 tires.

The Program is designed not only to reduce illegal dumping, but also to expand public awareness, build partnerships with local jurisdictions and tribes, and provide transparent reporting to CalRecycle and CVAG committees.

CVAG submitted an application for the TA8 Grant Cycle (Fiscal Year 2025–2026) earlier this year. The initiation of this project is contingent upon receipt of an official award notice and execution of a funding agreement with the California Department of Resources Recycling and Recovery (CalRecycle), anticipated in spring 2026. No work shall commence until CalRecycle issues a formal notice to proceed, which is anticipated in Spring 2026.

The TA8 Grant is expected to have a two-year term, with a grant performance period extending through October 28, 2027. The total budget allocated to the selected consultant for TA8 is projected at \$45,000.¹

¹ CVAG has applied for approximately \$50,000 in grant funds. It is anticipated that a portion of this funding will be directed toward CVAG personnel expenses. The final allocation is contingent upon the total award amount granted by CalRecycle.

Requested Services

CVAG is seeking to retain a qualified professional consultant to provide comprehensive support for the administration of the Waste Tire Amnesty Program, Cycle TA8 (FY 2025-2026). The selected consultant will be responsible for:

- Planning and coordinating tire amnesty events across the Coachella Valley and Blythe.
- Designing and implementing outreach and education campaigns in both English and Spanish.
- Coordinating with contractors, haulers, and jurisdictions to ensure cost-effective and compliant tire collection and recycling.
- Collecting, managing, and reporting program data in compliance with CalRecycle requirements.
- Preparing and submitting program-related documentation — Take the lead in drafting and filing all required progress reports, final report, payment requests, and CalRecycle compliance submissions, in close coordination with CVAG staff.
- Preparing program updates and presentations for CVAG committees and working groups.

The consultant will be expected to demonstrate expertise in waste management, community engagement, and program administration, and to ensure the program delivers measurable environmental and public health benefits for Coachella Valley residents.

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. Proposers should reference [Attachment "A"](#) Professional Services Agreement (Sample).

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 **October 20, 2025, up to the hour of 2:00 p.m.** Please note that all addenda will be published on the CVAG website. Proposers are encouraged to check the CVAG website regularly since each Consultant will be responsible for downloading the RFP and any addenda. Consultants that have provided contact information will receive notification of any addenda.

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

The award of this contract is subject to the available budget adequate to conduct the provisions of the proposed Professional Services Agreement (Agreement) executed by and between CVAG and the successful Proposer, 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 sample copy of the Agreement is attached hereto as [Attachment “A”](#) and incorporated herein by this reference.

B. Procurement Representative

The procurement representative for CVAG regarding this 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 representative for this RFP.

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

III. Submission Requirements

A. General

Proposals shall be submitted by email in Adobe Printable Document Format (pdf), identified in the subject line as “Professional Support Services for Waste Tire Amnesty Program” to 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 accordingly (e.g., “Technical Proposal” or “Fee Proposal”).

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 work and clarity of proposal.

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 twenty-five 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, two page maximum, shall be addressed to Lisa McNeilly, Director of Energy and Sustainability and shall, at a minimum, contain the following:
 - Identification of Consultant that will have contractual responsibility with CVAG. Identification shall include legal name of company, corporate address, telephone, and fax number. Include name, title, address, and telephone number of the contact person identified during period of proposal evaluation.
 - Identification of all proposed Subcontractors including legal name of company, contact person(s) name and mailing address, phone number and email address. Relationship between Consultant and Subcontractors, if applicable.
 - Acknowledgment of receipt of all RFP addenda – include the signed Addenda Acknowledgement(s), if any.
 - 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.
 - Signature of a person authorized to bind Consultant to the terms of the proposal.
 - Signed statement attesting that all information submitted with the proposal is true and correct.
2. Qualifications, Related Experience and References. This section of the proposal should establish the ability of Consultant to satisfactorily perform the required work by reasons of experience in performing work of the same or similar nature; strength and stability of the Consultant; staffing capability; workload; record of meeting schedules on similar projects; and at least three supportive client references. Consultant to:
 - Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size, and location of offices; number of employees.

- Provide a general description of the firm's financial condition, identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Consultant's ability to complete the Project.
 - Describe the firm's experience in performing work of a similar nature to that solicited in this RFP and highlight the participation in such work by the key personnel proposed for assignment to this Project.
 - Describe the firm's experience working with government agencies, local jurisdictions, CalRecycle, and/or private entities that may be involved in programs similar in scope to this RFP. Please include any specialized expertise or professional qualifications that demonstrate the firm's ability to successfully administer grant-funded programs, coordinate with multiple stakeholders, and ensure compliance with applicable requirements.
 - A minimum of three (3) references should be given. Furnish the name, title, address, telephone number; and email address 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.
3. Proposed Staffing and Project Organization. This section of the proposal should establish the method that will be 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.
 - Summarize the resumes (one-half page each at most) for the proposed Project Manager and other key personnel in this section.
 - 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.
 - Identify the proposed project manager and key project staff, describe their respective roles and responsibilities, and explain how each will interact with CVAG throughout the course of the project.
 - 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.

- 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 products for the Services. Describe their qualifications, education, and professional licensing.
- Changes to Professional Services Contract: CVAG's standard professional services contract is included as [Attachment "A"](#) in this Request for Proposals. The Proposer shall review with proposed subconsultants and identify from Proposer or proposed subconsultants any objections to and/or request changes to the standard contract language in this section of the proposal.

C. Content and Format of Fee Proposal

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

The Fee Proposal shall be presented in a table format organized by task per [Section V.G. 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.

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 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 one hundred eighty 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

Submissions are due on **November 7, 2025, no later than 2:00 p.m.** A Selection Committee comprised of CVAG staff may choose up to three shortlist proposers to be interviewed. Shortlist Finalists to be invited to an interview will be notified by **5:00 p.m. November 20, 2025.** Interviews will be scheduled to occur between **Dec 3, 2025 and Dec 4, 2025.** at a time and location (or may virtual) 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 • Post to www.cvag.org	October 9, 2025
2. Deadline to Email Questions • Email to procurement@cvag.org	October 20, 2025 (2:00 p.m.)
3. Responses to Questions via Addendum • Post to www.cvag.org	October 24, 2025
4. Deadline for Receipt of Proposals • Email to procurement@cvag.org	November 7, 2025 (2:00 p.m.)
5. Evaluation of Proposals	November 10 – November 20, 2025
6. Finalist Interviews (Proposers are to hold these dates until confirmed)	Dec 3 – Dec 4, 2025
7. Expected Contract Award	February 23, 2025

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

B. Evaluation

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

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

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

Successful applicants will demonstrate experience and success in comparable projects. References will support examples of success in comparable projects.

Refer to [Section III.B.2](#) of the Request for Proposals for more information.

2. Proposed Staffing and Project Organization (20%)

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

Refer to [Section III.B.4](#) of the Request for Proposals for more information.

3. Work Plan (30%)

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

Refer to [Section III.B.5](#) of the Request for Proposals for more information.

4. Proposed fee (20%)

Successful applicants will propose fees that are cost-effective, sufficiently detailed, and feasible. Cost-effective proposals should show how the scope of work can be delivered efficiently within the available funds.

Refer to [Section III.C](#) of the Request for Proposals for more information.

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.

C. Selection

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.

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 policy.

Written protests must be filed with CVAG's Executive Director within five (5) workdays after posting of the Notice of Intent to Award on CVAG's website. No verbal protest will be accepted. The protest must be submitted to CVAG's Executive Director via certified mail using the following address:

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

V. Scope of Work

A. Contingency and Schedule

The initiation of this project is contingent upon CVAG's receipt of an official award notice and execution of a funding agreement with the California Department of Resources Recycling and

Recovery (CalRecycle). No work shall commence until CalRecycle funding has been secured and a formal agreement has been executed between CVAG and the selected consultant.

CVAG anticipates the proposed scope of work to be completed no later than October 28, 2027.

B. General Conditions and Requirements

Proposals submitted should identify your firm's approach, recommendations, and budget for the following Scope.

CVAG reserves the right to perform any portion of this scope of work with CVAG staff if resources are available. For the purposes of this proposal, the Consultant is requested to assume that no CVAG resources will be available to perform any portion of the scope of work described herein.

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 reviews 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 Work 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 Consultant shall submit all project files to CVAG at the completion of the project.

The Consultant shall not suspend performance of this contract during the negotiations because of any change in scope of work 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 Work, the Consultant observes, encounters, or identifies any circumstance that could pose potential risk, the Consultant shall notify CVAG.

The Consultant shall have and provide adequate office equipment and supplies, field tools, instruments, equipment, materials, supplies, and safety equipment to complete the work required by this Contract.

This will be a project-specific contract between CVAG and the selected Consultant for the performance of services with a defined scope of work. It is anticipated that the contract resulting from this solicitation, if awarded, will be a cost-plus fixed fee contract, with a total not-to-exceed amount based on tasks specified in the Scope of Work.

C. Project Management

CVAG will serve as the contract manager. CVAG will typically serve as direct liaison between the Consultant and other cities, agencies, and stakeholders, unless otherwise directed by CVAG.

The Consultant shall be responsible for project management activities throughout the life of the contract. The scope of activities includes, but is not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, field reviews, tracking action items for CVAG and the Consultant subcontractors, and preparing all exhibits and presentations for CVAG to submit to its committees, peer agencies, stakeholders, and public meetings, as applicable.

In addition to necessary technical-focused meetings with CVAG, which may or may not need to be in person, the Consultant will conduct a project kickoff meeting with CVAG to refine and clarify the project's objectives. The Consultant shall provide an anticipated project schedule at the meeting. The Consultant is to hold progress meetings with CVAG on a quarterly basis

The Consultant will conduct a project kickoff meeting with CVAG to refine and clarify the project's objectives. The Consultant shall provide an anticipated project schedule at the meeting. CVAG supplied materials will be provided at this time. The Consultant will conduct at least monthly project meetings.

D. 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 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.

E. 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 Work is modified, and the modified Schedule is approved by CVAG, the Consultant shall submit a revised schedule.

F. Project Tasks (Scope of Work)

The Scope shall include the following work (tasks) to be performed and provided by the Consultant. Proposals may expand on this Scope based on individual experience and judgment to deliver a complete work product.

Task 1: Event Planning and Coordination

- Develop a schedule of up to 12–15 waste tire amnesty events in consultation with CVAG and participating jurisdictions, including identification of locations and dates.
- Secure all necessary site approvals, permits, insurance, and agreements for event operations.
- Coordinate logistics such as site layout, staffing, hauler scheduling, and safety measures.
- Ensure event staff and volunteers are prepared to manage collection and participant flow.

Anticipated Task 1 Deliverables:

- Event schedule and logistics plan.
- Copies of permits, site agreements, and insurance.

Task 2: Public Education and Outreach

- Design and distribute bilingual (English/Spanish) outreach materials, including flyers, bill inserts, and digital content.
- Promote events through local media, social media, and community-based networks.
- Build partnerships with cities, schools, and community organizations to expand participation.
- Clearly communicate event requirements (eligible tires, limits, proof of residency, etc.).

Anticipated Task 2 Deliverables:

- Copies of outreach and advertising materials.
- Documentation of outreach methods and distribution.

Task 3: Event Implementation

- Provide onsite staffing to manage participant intake, traffic flow, and tire collection.
- Coordinate with haulers and recyclers to ensure proper transport and recycling of tires.
- Record participant data, tire counts, and other required information.
- Ensure all activities follow established safety protocols.

Anticipated Task 3 Deliverables:

- Event records with participant and tire collection data.
- Post-event summary for each amnesty event.

Task 4: Program Measurement and Monitoring

- Maintain detailed records for each event, including location, participants, and tires collected.
- Evaluate participation and outreach effectiveness based on collected data.
- Prepare progress reports summarizing event outcomes and overall program performance.
- Compile cumulative data into a final program report for submission to CalRecycle.

Anticipated Task 4 Deliverables:

- Event-level reports and recommendations.
- Interim progress reports to CVAG and CalRecycle.
- Final program report.

Task 5: Grant and Administrative Support

- Serve as the lead for preparing and submitting all required documentation to CalRecycle, including progress reports, annual reports, payment requests, and compliance materials.
- Coordinate with CVAG staff to review submissions prior to filing to ensure accuracy, consistency, and alignment with program budgets.
- Maintain complete and organized records of invoices, receipts, staff time, and supporting documentation to support reporting requirements and potential audits.
- Provide CVAG with copies of all submissions and correspondence with CalRecycle for oversight and recordkeeping.

Anticipated Task 5 Deliverables:

- *Timely and accurate CalRecycle submissions (progress, annual, and final reports; payment requests; compliance forms).*
- *Organized grant records and supporting financial documentation.*
- *Ensure preparation and submission of the Final Progress Report and Final Payment Request, both due to CalRecycle by October 28, 2027.*

Task 6: Meeting Support

- Prepare staff reports, updates, and presentations on program activities as requested.
- Attend CVAG committee meetings when needed.

END OF SCOPE OF WORK

Attachment A: Professional Services Agreement (Sample)

See following pages.

PROFESSIONAL SERVICES AGREEMENT

between

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG)

and

[INSERT CONSULTANT]

THIS AGREEMENT is made and effective as of [INSERT DATE], 2025 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], 2025 and shall remain and continue in effect until tasks described herein are completed, but in no event later than [INSERT DATE], [INSERT YEAR] unless sooner terminated or extended pursuant to the provisions of this Agreement. ****KEEP FOLLOWING SENTENCE IF MULT-YEAR CONTRACT, OTHERWISE DELETE**** CVAG shall have the unilateral option, at its sole discretion, to renew this Agreement and negotiate a revised price, if any, for no more than [INSERT NUMBER] additional one-year terms. If the parties are unable to reach an agreement, CVAG, at its sole discretion, will not move forward with the renewal option and shall re-bid the work.

2. SERVICES

Consultant shall perform **INSERT SERVICES TO BE RENDERED** services consistent with the provisions of the Request for Bids/Proposals for the proposed **INSERT PROJECT**, released on [INSERT DATE], (the "IFB/RFP,") and any modification thereto adopted in writing by the parties and identified herein and/or 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 herein or 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) Consultant shall invoice no less frequently than monthly and submit invoices within 15 days of each month end except for the month end of June when invoices shall be submitted within 7 days. Invoices shall include the time period covered and be itemized for time and materials. Each invoice for payment must be accompanied by a written

description. The description shall provide detail about the types of activities and specific accomplishments during the period for which the payment is being made. CVAG shall only make payments in the form of Electronic Fund Transfer (EFT).

(f) 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.

(g) 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 \$1,000,0000 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.

This Agreement may be executed in counterparts, with each Party signing a copy of this Signature Page, and the combined signed pages constituting one completely executed document.

Consistent with CVAG Policy 21-02, this Agreement shall be executed with the use of electronic or digital signatures in order to be in effect.

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 pages.

SAMPLE

Exhibit “B”

PRICE FORMULA

See following pages.

SAMPLE