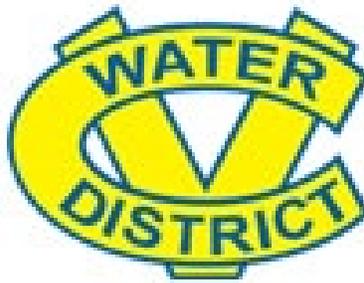


COACHELLA VALLEY WATER DISTRICT

Finance Department - Procurement Division



REQUEST FOR PROPOSAL

RFP No. 2024-46

**Onsite Wellness and Healthy Lifestyle
Coaching Services**

**Proposal Due Date:
October 18, 2024 at 2:00 p.m.**

By:
Cindy Romero, CPPB
Senior Purchasing Tech.
Office: (760) 398-2661 Ext. 2425
cromero@cvwd.org

TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Purpose	3
2. Background	3
3. Minimum Qualifications	3
4. Project Overview	3-4
5. Standards of Care	4
6. Request for Proposal Schedule	4
7. Exceptions / Deviations.....	4
8. Questions	4
9. Addenda.....	4
10. General Proposal Submittal Requirements.....	5-6
11. Proposal Format and Content.....	6-8
12. Evaluation Criteria.....	8-9
13. Selection Process	9
14. Protest Procedures	9-10
15. Confidential Information and Proprietary Data	10
16. District Observed Holidays.....	10
Exhibit A - Scope of Work.....	11-13
Exhibit B – Cost and Price Proposal	14
Exhibit C - Business Statement and References	15-16
Exhibit D - Potential Conflicts of Interest Summary Form.....	17-18
Exhibit E - Example Agreement or PO Terms and Conditions	19-40

1. **PURPOSE**

The purpose of this solicitation is to request proposals from qualified firms to provide CVWD employees with regularly scheduled, structured onsite wellness and healthy lifestyle/nutrition coaching programs at CVWD's six facilities located at the addresses below. Qualified firms will offer established, yet innovative programs that will measurably improve the health of our employees, while also striving to reduce the District's healthcare costs.

- Coachella Office:
51501 Tyler Street, Coachella
- Palm Desert Operations Building:
75525 Hovley Lane East, Palm Desert
- Palm Desert Steve Robbins Administration Building:
75515 Hovley Lane East, Palm Desert
- Water Reclamation Plant No. 4:
Avenue 63 and Filmore Street, Thermal
- Water Reclamation Plant No. 7:
80609 Avenue 38, Indio
- Water Reclamation Plant No. 10:
43000 Cook Street, Palm Desert

2. **BACKGROUND**

Coachella Valley Water District (CVWD or District) provides domestic water, wastewater, recycled water, irrigation/drainage, regional stormwater protection and groundwater management services to a population of 300,000 throughout the Coachella Valley in Southern California. CVWD boundaries encompass an area of nearly 1,000 square miles. Most of this land is in Riverside County, but CVWD also extends into Imperial and San Diego Counties.

CVWD was formed in 1918 under the State Water Code provisions of the County Water District Act (Water Code § 30000 et seq.). A governing board of five members is elected from five general divisions for terms of four years each.

CVWD Administration office is located at 75-515 Hovley Lane East, Palm Desert, California 92211. CVWD's Coachella office is located at 51-501 Tyler Street, Coachella, California 92236. CVWD's Operations office is located at 75-525 Hovley Lane East, Palm Desert, California 92211.

3. **MINIMUM QUALIFICATIONS**

The District requires a financially stable and well-managed consultant with proven expertise to meet the requirements specified in this Request for Proposals (RFP). To be considered, the consultant must have been in business for at least five (5) years and possess a minimum of five (5) years of relevant experience. Additionally, the consultant must provide a minimum of three (3) project references for projects completed within the last five (5) years that are comparable in scope to this RFP.

4. **PROJECT OVERVIEW**

This solicitation describes the RFP schedule, proposal submittal instructions, proposal format and

content, proposal evaluation criteria, evaluation process, the required scope of services and an example of the contract document which will be signed by the successful Proposer. Failure to submit information in accordance with the RFP requirements may result in disqualification.

5. STANDARDS OF CARE

The successful Consultant must perform the Scope of Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant’s area of specialty. Consultant must perform the Services in compliance with all applicable federal, state and local codes, statutes, laws, regulations, and ordinances relating to the services.

6. REQUEST FOR PROPOSAL (RFP) SCHEDULE

TABLE 1- RFP SCHEDULE	
RFP Released by CVWD	September 26, 2024
Pre-Proposal Meeting	N/A
Deadline for Submission of Questions	October 9, 2024, by 2:00pm
Proposal Submission Deadline	October 18, Year by 2:00pm
Interviews/discussions (if needed)	November 4, 2024
Award Recommendation by CVWD Evaluation Committee	Week of November 4, 2024
Award Approval by Board of Directors	December 10, 2024
Finalize Contract and Notice to Proceed (approximately)	December 16, 2024

7. EXCEPTIONS / DEVIATIONS

Any exceptions to, deviations from, or inability to comply with the requirements of this RFP must be clearly stated in the proposal response segregating “technical” exceptions from “contractual” exceptions. Should a Proposer elect to propose alternative approaches to meeting the District’s technical or contractual requirements, these should be thoroughly explained. The District reserves the right to accept or reject any or all exceptions / deviations at its sole discretion. Proposers are cautioned that exceptions to or deviations from RFP requirements may cause their proposal to be considered non-responsive.

8. QUESTIONS

Proposers shall be responsible for reading carefully and understanding fully the terms and conditions of this RFP. Any questions, interpretations, clarifications, or request for additional information about any portion of this RFP must be requested in writing (by the deadline indicated in the RFP Schedule) via the District’s online Bid Management System (PlanetBids): <https://pbsystem.planetbids.com/portal/16339/bo/bo-search>. All written questions will be answered in writing and conveyed to all Proposers in writing via PlanetBids. Oral explanations or instructions will not bind the District. To the extent that a question causes a change to any part of this RFP, an addendum shall be issued addressing such change.

9. ADDENDA

Changes to the requirements of this RFP will be made by the District via a written addendum and shall become part of any resulting Purchase Order and/or Agreement. All addenda issued to this RFP will be posted to PlanetBids. Before submitting a proposal, each Proposer is responsible to acknowledge the issuance of addenda via PlanetBids. The District shall not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instruction or communication.

10. **GENERAL PROPOSAL SUBMITTAL INSTRUCTIONS**

10.1 **District's Rights Under this Solicitation**

The District is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of a proposal from any Proposer in response to it. In particular, Proposers shall note that the District may:

- a. Amend the RFP by written addendum prior to the RFP closing date and time
- b. Reject any and all proposals
- c. Reject conditional proposals
- d. Waive any informality, irregularity, immaterial defects or technicalities in any proposal or other responses received
- e. Postpone or cancel the RFP at any time
- f. Make no award of contract
- g. Reserve the right to request additional information from Proposer prior to final selection and to consider information about a firm other than that submitted in the proposal
- h. Establish a short list of eligible Proposers after review of Proposals
- i. Negotiate with any, all, or none of the Proposers
- j. Solicit best and final offers from all or some of the Proposers
- k. Award contract(s) for all or part of the Specifications or Scope of Work
- l. Award a contract to one or more Proposers
- m. Award to other than the lowest cost offer

10.2 **Proposal Presentation and Interviews**

During the evaluation period, the District may interview some or all Proposers. The District has tentatively identified the week of **November 4, 2024**, for interviews. Proposers will be asked to keep this date available. Proposers who are unable to attend their interviews as scheduled may be eliminated from further participation in this competitive procurement. The interview may consist of a short presentation by the Proposer after which the Evaluation Committee may solicit information relative to the Proposer's proposal and qualification.

10.3 **Electronic Notifications and Proposal Submission**

- a. Proposals must be uploaded and submitted electronically via the District's Bid Management System (PlanetBids): <https://pbsystem.planetbids.com/portal/16339/bo/bo-search>. Please ensure you allow enough time to submit your proposal by the stated deadline. Proposals in progress and not submitted by the deadline will automatically be rejected by the system as it will not allow any proposal submissions once the RFP closes.
- b. All notifications, updates and addenda will be posted on the District's Bid Management System. Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a non-responsive proposal.

10.4 **Pre-Contractual Expense**

Pre-contractual expenses are defined as expenses incurred by Proposer in:

1. Preparing its proposal in response to this RFP;
2. Submitting its proposal to the District;
3. Negotiating with District any matter related to its proposal; or
4. Any other expenses incurred by Proposer prior to award of the Contract.

The District shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer

in the preparation of its proposal. Proposer shall not include any such expenses in its proposal.

Proposals (including accompanying materials) will become the property of the District.

Proposals will be held in confidence to the extent permitted by law. After award of a contract or after rejection of all proposals, the proposals will be public record subject to disclosure under the California Public Records Act (Government Code Section 6250 et seq.).

All proposals shall remain valid and open for the District's acceptance for a minimum of 120 days following the RFP due date.

- 10.5** By submitting a proposal, the Proposer represents that it has thoroughly examined and is familiar with the work required under this RFP and that it can perform quality work to achieve the District's objectives.

11. PROPOSAL FORMAT AND CONTENT

Proposals must be typed using 11-12 point font on letter size (8 ½" x 11") sheets of white paper, with each section clearly titled, and each page clearly and consecutively numbered. Proposals should be limited to no more than **50 pages**, inclusive of transmittal letter and resumes of key personnel. Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example, "See Enclosed Manual" will not be considered an acceptable proposal. Receipt of all addenda, if any, must be acknowledged in the proposal response.

The Letter of Transmittal shall be addressed to **Mrs. Cindy Romero, Senior Purchasing Tech.**, and must, at a minimum, contain the following:

- Identification of Proposer, including name, address, email, and telephone number.
- Proposed working relationship between Proposer and subcontractors, if applicable.
- Acknowledgment of receipt of all RFP addenda, if any.
- A statement outlining Proposers acceptance of the provisions as contained in the **Professional Services Agreement or PO Terms and Conditions as Exhibit E of this RFP**. Any deviations or inability to comply with the requirements of this RFP must be clearly stated.
- Name, title, address, email address, and telephone number of contact person during period of proposal evaluation.
- A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
- A statement that the Proposer is independent of the District and that it is unaware of potential conflicts of interest.
- An affirmative statement verifying the Proposer and all assigned key professional staff are properly licensed to perform services.
- Identification of whether Proposer has had a contract terminated for convenience or default in the prior five (5) years.
- Signature of a person authorized to bind Proposer to the terms of the proposal.

11.1 Technical Proposal

The Technical Proposal should be prepared simply and economically, providing straightforward, concise description of the Proposer's qualifications, experience, project approach and work plan methodology to satisfy the requirements of this RFP.

A. Qualifications and Related Experience of the Firm

This section of the proposal should establish the ability of Proposer to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; supportive client references.

Proposer shall:

1. 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; and number of employees.
2. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede the firm's ability to provide all of the services listed in this RFP.
3. Describe the firm's experience in providing like services of a similar nature performed for public agencies, municipalities or other government agencies.
4. Provide at a minimum, **three (3)** references, for projects cited as related experience within the last five (5) years, and furnish the name, title, address, telephone number, and email of the person(s) at the organization who is most knowledgeable about the services performed. The District reserves the right to contact any and all clients or agencies listed as part of the reference verification.

B. Proposed Staffing / Project Management

This section of the proposal should establish the method that will be used by the Proposer to manage the Scope of Work, as well as to identify key personnel assigned.

Proposer shall:

1. Provide education, experience, and applicable professional credentials of Proposer's staff assigned to provide the services requested in this RFP
2. Provide details and task responsibilities of Project Manager and proposed staff that would be assigned to the project, including education, experience, course work, training, special qualifications and applicable professional credentials.
3. Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel.
4. Provide assurance that changes to the designated project team shall not be made without the prior written approval of the District.

C. Technical Narrative and Work Plan Methodology

Proposer shall provide a narrative that addresses the services they are proposing as outlined in the Scope of Work. The narrative should show that Proposer understands District's needs and requirements. The proposal shall include a detailed scope of services that demonstrates a complete work effort breakdown within each major task. A general scope of work and a list of detailed requirements (specific to this project). This section of the proposal shall also include a detailed project schedule, including all key project milestones and deliverables. The project schedule shall reflect the efforts associated with the elements of work identified in the detailed scope of services.

Proposer shall:

1. Demonstrate the approach for the work required in meeting the goals and requirements of this RFP.
2. Outline sequentially the activities that would be undertaken in completing the tasks and specify

who would perform them.

3. Identify methods that will be used to ensure quality control, as well as budget and schedule control for the Scope of Work
4. Provide a list of all sub-contractors (if any) that would be providing services to the Proposer for the completion of the Scope of Work and describe the role they will perform. If no sub-contractor(s) will be used, include a statement stating this.
5. Provide any other information the Proposer deems essential to the evaluation of their proposal.

11.2 Cost and Price Proposal

- A. Respondents must include an hourly rate sheet for the required Scope of Services, inclusive of any anticipated travel, per-diem, and other incidental costs and charges. It is anticipated that a not-to-exceed dollar limit will be negotiated with the successful Respondent. Costs shall be broken down by task.
- B. Please provide pricing information as requested below regarding all costs associated with providing onsite coaching services as described in the Scope of Services over the term of the agreement. No other costs will be considered after the finalists are selected unless there is a significant change in the program required and the change is requested by CVWD.
- C. List the pricing options available for your program (e.g. hours per month, hours per day, presentations).
- D. List any additional fees for travel, additional meetings, communication material, or any other related services/products.
- E. Please outline your usual system for invoicing clients. Indicate what documentation to support invoices is customarily provided, and how often invoices are sent.

12. EVALUATION CRITERIA

All proposals will be given a thorough review. All contacts during the procurement process must go through the District's Procurement and Contracts Manager or Contracts Administrator. Attempts by the Proposer to contact any other District representative or Board Member in regards to this RFP may result in disqualification of the Proposer.

The District reserves the right to make the award that is most advantageous to the District. Proposals will be evaluated based on criteria determined to be appropriate by the District, which may include, but not necessarily limited to the following:

12.1 Pass /Fail:

- a. Completeness of Response;
- b. Experience: Proposing company has been in business for a minimum of five (5) years and demonstrated at least five (5) years of relevant experience with a minimum of three (3) references for projects that have been completed in the last five (5) years similar in scope to this RFP
- c. Clarification, Exceptions, or Deviations; and
- d. Debarment and Suspension

12.2 Qualifications and Experience of the Firm: (25%)

Experience and success in performing work or services of a similar nature; experience working with

public agencies; key personnel's level of involvement in completing related work; assessment by client references and other verifiable information.

12.3 Proposed Staffing / Project Management: (20%)

Specific qualifications, experience, skill set fit, and appropriate licenses, if applicable, of the primary staff and responsible management proposed for the work. The proposed project organization, use of staff resources, and overall staffing approach to the project and the tasks.

12.4 Technical Narrative and Work Plan Methodology: (25%)

Depth of Proposer's understanding of District's requirements as set forth in this RFP; overall quality of work plan; logic, clarity, and thorough response to proposed scope of work; willingness and ability to meet services proposed; level of commitment to meet the District's needs and overall proposal content.

12.5 Cost and Price Proposal: (30%)

All services and work called for in the Scope of Work. All costs/fees must be identified; to include, all project-related or supported expenses.

13. SELECTION PROCESS

The District uses a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include experience and qualifications, technical approach, quality of proposed personnel, and/or management/work plan. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous to the District.

An evaluation committee composed of District representatives will review the proposals and will rank each proposal according to the evaluation criteria stipulated above. During the evaluation period, the District reserves the right to request clarification or additional information from Proposers and also reserves the right to conduct interviews/presentations with one or more of the highest-ranking Proposers. The District may also request best & final offers, if deemed necessary, and will determine the scope and subject of any best & final request. However, the Proposer should not expect that the District will ask for best & final offers. Therefore, Proposer should submit its best offer based on the scope of work and terms and conditions set forth in this RFP.

At the conclusion of the evaluation, the evaluation committee will determine the Proposer who ranked highest and recommend that the Board of Directors award a contract to such Proposer. The selection process and District's Board approval of a contract is anticipated to be completed by **December 2024**.

The District reserves the right to cancel or modify this process at any time.

14. PROTEST PROCEDURES

Only a Proposer who has actually submitted a proposal is eligible to protest a contract award. In order for a Proposer's protest to be considered, the protest must comply with the following:

- 14.1** Submitted within five (5) business days of the electronic notification of intent to award. The District's Procurement & Contracts Manager must receive the protest by the close of business on the fifth (5th) business day following posting of notification of intent to award.
- 14.2** Clearly identify the specific irregularity or accusation.
- 14.3** Clearly identify the specific District staff determination or recommendation being protested.
- 14.4** Specify, in detail, the grounds of the protest and the facts supporting the protest.
- 14.5** Include all relevant and supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is submitted in accordance with the above requirements, the District's Procurement and Contracts Manager or other designated District staff member shall review the basis of the protest and all relevant information. The Procurement and Contracts Manager or other designated District staff member will provide a written decision to the protestor. The protestor may appeal the District's decision to the District's General Manager.

15. CONFIDENTIAL INFORMATION AND PROPRIETARY DATA

Subsequent to the District's evaluation of proposals, which requires proposal submission in response to the solicitation process, become the exclusive property of the District. Upon submission of a proposal, the submission and any pertaining documents is subject to the State of California Public Records Act. Exceptions will be those elements in the California Government Code section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The District shall not be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the District is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Qualification marked "trade secret," "confidential," or "proprietary," the Consultant agrees to defend and indemnify the District from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act. Where applicable, federal regulations may take precedence over this language.

16. DISTRICT OBSERVED HOLIDAYS

HOLIDAY	DAY OBSERVED
New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Juneteenth	June 19
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Following Thanksgiving	Friday following the fourth Thursday in November
Christmas Eve*	December 24
Christmas Day	December 25

*The last four hours of an employee's regular workday on December 24th, annually is declared a holiday when it falls on Monday, Tuesday, Wednesday or Thursday.

EXHIBIT A SCOPE OF WORK

Onsite Wellness and Healthy Lifestyle Coaching Services

INTRODUCTION

The purpose of this solicitation is to request proposals from qualified firms to provide CVWD employees with regularly scheduled, structured onsite wellness and healthy lifestyle/nutrition coaching programs at CVWD's six facilities located at the addresses below. Qualified firms will offer established, yet innovative programs that will measurably improve the health of our employees, while also striving to reduce the District's healthcare costs.

- Coachella Office:
51501 Tyler Street, Coachella

- Palm Desert Operations Building:
75525 Hovley Lane East, Palm Desert

- Palm Desert Steve Robbins Administration Building:
75515 Hovley Lane East, Palm Desert

- Water Reclamation Plant No. 4:
Avenue 63 and Filmore Street, Thermal

- Water Reclamation Plant No. 7:
80609 Avenue 38, Indio

- Water Reclamation Plant No. 10:
43000 Cook Street, Palm Desert

TERM OF AGREEMENT

The initial term of the agreement is anticipated to be from January 2025 to January 2026, with (4) additional one-year extensions which may be awarded at the sole discretion of CVWD. Respondents must be able and willing to commit the necessary resources to complete the project within this timeframe.

SCOPE OF WORK

1. Onsite Wellness and Healthy Lifestyle Coaches are expected to provide onsite healthy lifestyle/nutrition coaching programs to CVWD field and office employees monthly at mutually agreed upon times. It is expected that CVWD and the selected Onsite Wellness and Healthy Lifestyle Coaches will coordinate the days and times for the provision of these services.

2. The Selected firm will establish metrics and reporting mechanisms, using de-identified employee participation, to determine areas of focus and to measure the success of the program.

3. Respondents must include complete responses to each item below with their proposal.
 - A. Describe your company's experience in providing healthy lifestyle/nutrition coaching programs for various types of clients, particularly for public agency clients, and the number of current accounts.
 1. Describe the training and qualifications of your on-site health coaches.
 2. Describe options for customization of the coaching and what costs are involved with the customization.
 3. Describe the methodology and modalities used in the delivery of your coaching services.
 - B. Describe your company's options for providing condition management services if offered. (OPTIONAL SCOPE).
 - C. Describe the instruments (health risk assessment, chronic condition questionnaire, etc.) used in your program for collecting information from the participants on their health risks and conditions. For each instrument:
 1. Provide a brief description of the source of your instrument, how it was developed, and whether the instrument is owned by your company as a proprietary product or has been outsourced.
 2. Describe how the instrument was validated (provide citations of any peer-reviewed publications about the instrument). Indicate whether the instrument is available in a paper version, and any additional fees that are charged for provision of this version.
 3. Indicate whether the instrument is available in other languages in addition to English.
 - D. Describe your communications strategies for promoting enrollment, engagement, and retention in your program.
 - E. Describe and provide samples of the personal reports or feedback that will be generated for program participants, including:
 1. Their participation in the wellness or condition management components
 2. Their achievement of incentive criteria, progress toward goals, health risk status, condition management status, or other relevant health-related information
 3. Year-to-year comparisons of those measures,
 4. The format of the reports/feedback (e.g., hard copy, electronic copy, online, interactive dashboard, etc.). (Provide samples)
 - F. Describe and provide examples of reports that will be generated for CVWD regarding participation in the program, health risk results, population improvement, employee satisfaction, etc.
 - G. Describe how you safeguard electronic personal health information in a manner that complies with the HIPAA security standards.

H. Describe the HIPAA compliance program for your staff, including training programs, written policies, employee background checks, and the response plan for security incidents/breaches.

EXHIBIT B
COST AND PRICE PROPOSAL

1. The Cost and Price Proposal shall be uploaded as a separate electronic file via the District’s Bid Management System (PlanetBids) and shall include a budget narrative that describes, in detail, how the District’s requirement will be met and how costs will be controlled.
2. Cost and price proposals must include any anticipated project-related or supported expenses.
3. All cost proposals must include the following:
 - A. Respondents must include an hourly rate sheet for the required Scope of Services, inclusive of any anticipated travel, per-diem, and other incidental costs and charges. It is anticipated that a not-to-exceed dollar limit will be negotiated with the successful Respondent. Costs shall be broken down by task.
 - B. Please provide pricing information as requested below regarding all costs associated with providing onsite coaching services as described in the Scope of Services over the term of the agreement. No other costs will be considered after the finalists are selected unless there is a significant change in the program required and the change is requested by CVWD.
 - C. List the pricing options available for your program (e.g. hours per month, hours per day, presentations).
 - D. List any additional fees for travel, additional meetings, communication material, or any other related services/products.
 - E. Please outline your usual system for invoicing clients. Indicate what documentation to support invoices is customarily provided, and how often invoices are sent.

CERTIFICATIONS

I _____, a duly authorized agent of _____,
Printed Name of Agent/Officer Name of Organization

hereby certify that _____ by submission of this proposal in response to the
Name of Organization

Professional Services RFP, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature _____, Date _____,

Title of Agent/Officer _____,

EXHIBIT "C"
BUSINESS STATEMENT AND REFERENCES

This form must be completed and signed by the Proposer proposed to participate in this award. Attach additional copies of this form as required.

Company Name: _____
 Mailing Address: _____
 City: _____ State: _____ Zip: _____
 Telephone No. _____ Fax No.: _____

Contact Person's Name: _____
 Telephone No.: _____ Fax No.: _____
 Email Address: _____

Business License No.: _____ City: _____
 State: _____ Expiration Date: _____
 Federal ID No. or Social Security No.: _____
 DIR Registration Number: _____
 Telephone No.: _____ Fax No.: _____ Mailing Address: _____
 City: _____ State: _____ Zip: _____

Type of Organization: (Check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> Corporation, under the laws of the State of _____ | <input type="checkbox"/> Non-Profit Corporation |
| <input type="checkbox"/> Individual | <input type="checkbox"/> Small Business Enterprise: A business enterprise that is independently owned and operated; organized for profit; is not dominant in its field; and meets the criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. |
| <input type="checkbox"/> Joint Venture | |
| <input type="checkbox"/> Municipal, State, or Federal | |
| <input type="checkbox"/> S Corporation | |
| <input type="checkbox"/> General Partnership | |
| <input type="checkbox"/> Limited Partnership | |

Company representative authorized to sign contracts.

Name	Official Capacity	Telephone

Signature Date

REFERENCES

A minimum of three (3) project references for projects that been completed within the last 5 years similar in scope to this RFP.

	REFERENCE NO. 1
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE NO.	
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	
	REFERENCE NO. 2
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE NO.	
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	
	REFERENCE NO. 3
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE NO.	
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX. COST	
	REFERENCE NO. 4
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE NO.	
CONTACT	
PROJECT NAME	
COMPLETION DATE	
APPROX.. COST	

EXHIBIT "D"
POTENTIAL CONFLICTS OF INTEREST SUMMARY FORM

All respondents and proposed sub-contractors must respond to each of the following questions to determine if any actual or perceived conflicts of interest may exist. If any response has a "yes" answer, the supporting questions must also be answered completely and accurately in full detail to identify any potential or actual conflicts of interests, including organizational conflicts, bias, and unfair competitive advantages. CVWD reserves the right to review and make a final determination regarding whether any actual or potential conflicts of interests would violate CVWD's procurement and ethics policies, and thus preclude a respondent's participation in this award.

To the best of your knowledge, have you or any of your team member(s) ever been employed or retained by CVWD? Yes No

If your answer is "Yes," please provide the following additional information (attach additional sheets as needed):

Name of individual: _____

Title/position within your company: _____

Yes

No

Was the individual an CVWD full-time employee?

Was the individual an CVWD part-time employee?

Was the individual an CVWD as-needed employee?

Was the individual an CVWD retained consultant?

Or, other? Please explain: _____

Dates of employment/engagement with CVWD: _____

CVWD department(s)/area(s) worked: _____

Name of CVWD supervisor: _____

Description of job duties and responsibilities for each CVWD position held:

To the best of your knowledge, are any present or former CVWD employees or Board members, or immediate relatives of any present or former CVWD employees or Board members, currently serving as officers, partners, or shareholders in your company?

Yes or No

If the answer is "Yes," please provide the following additional information as (attach additional sheets as needed):

Name of individual: _____

Title/position within your company: _____ Percentage of ownership of company shares: _____

To the best of your knowledge, are any of your former employees or officers currently employed or retained by CVWD? Yes or No.

If the answer is "Yes," please provide the following additional information (attach additional sheets as needed):

Name of individual: _____

Title/position within your company: _____

Description of job duties within your company: _____

Dates of employment/service within your company: _____

In the preceding twelve (12) months, have you, your company, or any employee or officer made, arranged, or delivered any gifts (including entertainment) to any CVWD Board member or employee? Yes or No

If the answer is "Yes," please provide the following additional information (attach additional sheets as needed):

Name of CVWD Board member/employee receiving gift: _____ Value of the gift: _____

Description of the gift: _____ Date that gift was delivered: _____

In the preceding twelve (12) months, have you, your company, or any employee or officer made, arranged, or delivered any campaign contributions to any CVWD Board member? Yes No

If the answer is "Yes," please provide the following additional information (attach additional sheets as needed):

Name of CVWD Board member receiving contribution: _____ Amount of contribution: _____

Form of contribution (i.e., cash, check, etc.): _____ Date that contribution was delivered: _____

To whom was the contribution delivered: _____

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Name (Type or print)

Name (Signature)

Title

Date

EXHIBIT "E"
EXAMPLE PROFESSIONAL SERVICES AGREEMENT

**COACHELLA VALLEY WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

This **Professional Services Agreement** (“Agreement”) is entered into this **[**INSERT DAY**]** day of **[**INSERT MONTH**]**, 20[] by and between **Coachella Valley Water District**, a public agency (“CVWD”) and **[**INSERT CONSULTANT NAME**]**, a **[**INSERT ENTITY’S LEGAL TYPE (E.G., CORPORATION, LIMITED LIABILITY COMPANY, ETC.)**]** (“Consultant”). CVWD and Consultant may be collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

A. CVWD is a public agency of the State of California and is in need of professional services for **[**INCLUDE A DESCRIPTION OF WHAT THE DESIRED SERVICES**]**.

B. CVWD issued a Request for Proposals (“RFP”) seeking proposals from qualified consultants to provide the required professional services, a copy of which is incorporated herein by reference.

C. Consultant submitted a proposal in response to the RFP and CVWD selected Consultant to provide the required professional services.

D. Consultant is duly licensed in the State of California and has the necessary qualifications to provide such services.

E. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to CVWD.

NOW, THEREFORE, the Parties hereto hereby agree as follows:

ARTICLE 1

Scope of Services to be Performed and Term

1.1 Scope of Services to be Performed. The scope of services to be provided by Consultant is set forth on Exhibit “A” attached hereto and by this reference incorporated herein (“Services”). Consultant warrants that it will perform the Services as set forth herein in a competent, professional and satisfactory manner.

1.2 Term of Agreement. The term of this Agreement shall be from **[**INSERT DATE**]** to **[**INSERT DATE**]**, unless earlier terminated as provided herein. **[**INSERT THE FOLLOWING SENTENCE FOR MULTI-YEAR, OPTIONAL RENEWAL NOT TO EXCEED FOUR CONSECUTIVE YEARS; OTHERWISE, ALWAYS DELETE: CVWD 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, CVWD, at its sole discretion, will not move forward with the renewal option and shall re-bid the work.**]**

[USE THE FOLLOWING LANGUAGE ONLY IF THERE WILL BE A SET SCHEDULE OF ACTIVITIES SET FORTH IN EXHIBIT “A.”]

(a) Consultant shall complete the Services within the term of this Agreement, and in accordance with the schedule set forth on Exhibit "A."

(b) Consultant shall commence work immediately upon receipt of a notice to proceed from CVWD. CVWD will have no obligation to pay for any services rendered by Consultant in advance of receipt of the notice to proceed, and Consultant acknowledges that any such services are at Consultant's own risk. Consultant shall confer as requested with CVWD representatives to review progress of work elements, adherence to work schedule, coordination of work, scheduling of review and resolution of problems which may develop.

(c) Task Orders. CVWD, may, from time to time, make changes or authorize certain work set forth in the Scope of Services, including but not limited to, issuance of additional instructions, require additional work, or direct omissions of work previously ordered by issuing a Task Order to Consultant ("Task Order") and the provisions of this Agreement shall apply to all such Task Orders. The Task Order shall be in such form and content as set forth on Exhibit "D" attached hereto and by this reference incorporated herein. Consultant shall not perform and CVWD shall not be liable for any services performed by Consultant unless written authorization from CVWD is given to Consultant prior to the performance of such work. The cost of such Task Orders which may or may not add to or reduce the work called for hereunder and any extension of completion date that might be required thereby, shall be mutually agreed upon in writing by CVWD and Consultant before commencement of the work called for by such Task Order.

1.3 Contract Documents. The following documents are incorporated into and made part of this Agreement by this reference:

- Request for Proposals
- Scope and Schedule of Services (Exhibit "A")
- Consultant's Cost Proposal (Exhibit "B")
- Insurance Requirements (Exhibit "C")
- Addenda
- Task orders issued in accordance with the Contract Documents (Exhibit "D")
- Amendments issued in accordance with the Contract Documents

1.4 Permits, Licenses, Fees and Other Charges. Consultant shall, in accordance with applicable laws and ordinances, obtain at his/her/its expense all permits and licenses necessary to accomplish the Services. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

1.5 Qualifications. Consultant represents and warrants to CVWD that it has the qualifications, experience, licenses, and facilities necessary to properly perform the Scope of Services in a competent and professional manner.

1.6 Standard of Care. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

ARTICLE 2

Payment for Services Rendered/Reimbursement

2.1 Payment for Services Rendered. CVWD shall compensate Consultant for the services performed pursuant to this Agreement in the amount set forth on the schedule attached hereto as Exhibit "B" and by this 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.

2.2 Billing Procedure.

(a) If applicable to this Agreement, Consultant shall, on a monthly basis, submit to CVWD, accurate, detailed and complete statements for services ("Invoices") actually performed during the previous month. The Invoices shall specify the percentage of completion (as of the end of the preceding month) of the work and compensation due Consultant. The Invoices shall be supported by such data substantiating the Consultant's right to payment as CVWD may require.

(b) Payment shall not constitute acceptance of any work completed by Consultant.

(c) The making of final payment shall not constitute a waiver of any claims by CVWD for any reason whatsoever.

2.3 Payment. CVWD shall make payment to Consultant within thirty (30) days of receipt of an undisputed invoice or the resolution of any billing dispute. CVWD may withhold a portion of an application for payment because of defective work not remedied or unsatisfactory prosecution of the work by the Consultant. CVWD will release any withheld funds upon Consultant satisfactorily remedying the issue that resulted in the withholding. CVWD will not pay late fees to the Consultant on the compensation due Consultant under the terms of this Agreement.

ARTICLE 3

Accounting, Inspection and Audit

3.1 Records. Consultant shall keep and shall preserve for four (4) years after final completion of the project, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the work, services and disbursements charged to CVWD under this Agreement (collectively, "Books and Records"). Any and all Books and Records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. During such four (4) year period, Consultant shall give CVWD and its agents, during normal business hours, access to such Books and Records. CVWD and its agents shall have the right to make copies of any of the said Books and Records.

3.2 Custody. Where CVWD has reason to believe that any of the Books and Records required to be maintained by this Article may be lost or discarded due to dissolution or termination of Consultant's business, CVWD may, by written request, require that custody of such Books and Records be given to a person or entity mutually agreed upon and such Books and Records thereafter shall be maintained by such person or entity at Consultant's expense. Access to the Books and Records shall be granted to CVWD and its Representatives.

ARTICLE 4

Termination

4.1 Termination. CVWD may terminate the Agreement, in whole or in part, with or without cause, upon ten (10) days written notice to Consultant. Upon receipt of the termination notice, Consultant shall promptly discontinue services unless the notice directs to the contrary. In the event CVWD renders such written notice to Consultant, Consultant shall be entitled to compensation for all services properly rendered prior to the effective date of the notice and all further services set forth in the notice. CVWD shall be entitled to reimbursement for any compensation paid in excess of services rendered and shall be entitled to withhold compensation for defective work or other damages caused by Consultant's services. Consultant acknowledges CVWD's right to terminate this Agreement as provided in this Article, and hereby waives any and all claims for damages that might arise from CVWD's termination of this Agreement. Consultant shall deliver to CVWD and transfer title (if necessary) to all completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. CVWD shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

ARTICLE 5

California Labor Code Provisions

5.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold CVWD, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

5.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

5.3 Compliance Monitoring and Stop Orders. This Agreement may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of Services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by CVWD. Consultant shall defend, indemnify and hold CVWD, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

5.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

ARTICLE 6

Project Management

6.1 Representative of Consultant. [INSERT CONSULTANT'S REPRESENTATIVE] ("Consultant's Representative") is hereby designated as the principal and representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and to make all decisions in connection herewith. Consultant shall not substitute Consultant's Representative without first notifying CVWD in writing of Consultant's intent. CVWD shall have the right to review the qualifications of said substitute. If CVWD determines said substitute Consultant's Representative is unacceptable, Consultant shall submit alternate candidates until CVWD determines that substitute Consultant's Representative is acceptable.

6.2 Representative of CVWD. [INSERT CVWD REPRESENTATIVE] is hereby designated as the representative of CVWD and except as otherwise provided herein authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

ARTICLE 7

Work Product

7.1 Work Product. All original papers, maps, models, designs, studies, surveys, reports, data, notes, computer files, documents, drawings and other work product (collectively "Work Product") produced by Consultant pursuant to this Agreement, except documents which are required to be filed with public agencies, shall be deemed solely the property of CVWD. Consultant will take such steps as are necessary to perfect or protect the ownership interest of CVWD in such Work Product. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to CVWD all such original Work Product in Consultant's possession or control.

ARTICLE 8

Insurance

8.1 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "C" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain pursuant to this Article, unless otherwise approved in writing by CVWD, and shall furnish separate certificates and endorsements for each subconsultant.

8.2 Failure to Provide Insurance. If Consultant fails or refuses to procure or to maintain the insurance as required by this Agreement or fails or refuses to furnish CVWD with required proof that the insurance has been procured and is in force and paid for, CVWD shall have the right, at CVWD's election and upon ten (10) days' notice to Consultant, to terminate this Agreement or procure and maintain such insurance. The premiums paid by CVWD shall be treated as an amount due from Consultant with interest at the rate of ten percent (10%), to be paid on the first (1st) day of the month following the date on which the premiums were paid. CVWD shall have the right to offset any amounts CVWD pays hereunder with amounts due Consultant for services rendered pursuant to this Agreement. CVWD shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurer or insurers, and interest shall run from the date of the notice.

ARTICLE 9

Indemnification

9.1 Consultant's Duty to Indemnify. To the fullest extent permitted by law, Consultant shall defend (with counsel of CVWD's choosing), indemnify and hold CVWD, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, CVWD, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code Section 2782.8), then, and only to the extent required by Civil Code Section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

Consultant's obligation to fully defend and indemnify CVWD, its Board, members of the Board, employees, and authorized volunteers shall extend to any and all liability incurred by CVWD based on an allegation that Consultant has been misclassified as an independent contractor or failed to pay any or all necessary state or federal taxes.

ARTICLE 10

General Provisions

10.1 Notices. All notices permitted or required under this Contract shall be given at the following address, or at such other address as the parties may provide in writing for this purpose:

Coachella Valley Water District:	[INSERT CONSULTANT'S NAME]:
P.O. Box 1058 Coachella, CA 92236	[**INSERT ADDRESS INSERT ADDRESS**]
Attn: J.M. Barrett, General Manager	Attn: [**INSERT NAME**]

The parties may designate, in writing, other individuals to whom notice is to be given. Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by overnight delivery, upon delivery as shown by delivery service records; if sent by facsimile, upon receipt as confirmed by the sending facsimile equipment; if by United States Postal Service, five days after deposit in the mail.

10.2 Notification. In the event of a problem or potential problem that could impact the quality or quantity of Services or the level of performance under this Agreement, the Consultant shall, within one (1) business day of actual knowledge of the problem or potential problem, notify CVWD in writing and by telephone.

10.3 Separate Contracts. Consultant understands that this is not an exclusive Agreement and that CVWD shall have the right to negotiate with and enter into separate contracts with others providing the same or similar services as those provided by Consultant as CVWD desires.

10.4 Compliance with Applicable Laws. Consultant shall, in the performance of this Agreement, comply with all federal, state and local laws and regulations and orders issued under any applicable law.

10.5 Disputes. If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by CVWD pending settlement of the dispute.

10.6 Setoffs and Counterclaims. All claims for moneys due or to become due to Consultant shall be subject to deduction by CVWD for any setoff or counterclaim arising out of this or any other of CVWD's agreements with Consultant.

10.7 No Waiver. The fact that CVWD has made payment under this Agreement shall not be interpreted so as to imply CVWD has inspected, approved or accepted the work which has been performed by Consultant. No delay or omission in the exercise of any right or remedy by the non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or

approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

10.8 Assignment and Subcontractors. Consultant shall not assign or subcontract any portion of the work to be performed under this Agreement or any of the rights or obligations under this Agreement, without the prior written consent of CVWD, which consent may be withheld in CVWD's sole and absolute discretion. Any attempted assignment in violation of the provisions of this paragraph shall be void. Subject to the foregoing, this Agreement shall be binding upon the heirs, administrators, successors and assigns of CVWD and Consultant.

10.9 Independent Contractor. The Consultant shall act as an independent contractor in the performance of the services provided for in this Agreement and shall furnish such services in Consultant's own manner and method and in no respect shall Consultant be considered an agent or employee of CVWD, maintaining complete control over all men and operations. No provisions of this Agreement shall be intended to create a partnership or joint venture between Consultant and CVWD and neither Party shall have the power to bind or obligate the other Party, except as expressly set forth in this Agreement. This provision shall apply even if Contractor co-locates at CVWD offices for purposes of this Agreement.

10.10 Non-Liability of CVWD Officials and Employees. No official or employee of CVWD shall be personally liable to the Consultant in the event of any default or breach by CVWD or for any amount which may become due to the Consultant or for any breach of the terms of this Agreement.

10.11 Conflict of Interest. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

10.12 Confidential Information. All information gained or Work Product produced by Consultant in the performance of this Agreement will be considered confidential, unless such information is in the public domain. Consultant shall not release or disclose any such information or Work Product to persons or entities other than CVWD without the prior written consent of the General Manager of CVWD, except as otherwise required by law. Consultant shall promptly notify CVWD should Consultant or its Representatives be served summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions or other discovery request or court order from any third party regarding this Agreement and the services performed under this Agreement.

10.13 Amendment. This Agreement may not be amended except by a subsequent writing which is signed by the Parties.

10.14 Cooperation. Consultant shall cooperate in the performance of work with CVWD and all other agents.

10.15 Incorporation of Recitals. The Recitals and section titles set forth herein are incorporated herein and are an operative part of this Agreement.

10.16 Governing Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal or state courts located in Riverside County, California, and the Parties hereto consent to the exercise

of personal jurisdiction over them by any such courts for purposes of any such action or proceeding

10.17 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.

10.18 Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, then the Parties agree that such invalidity or unenforceability shall have no effect whatsoever on the balance of this Agreement.

10.19 Counterparts. This Agreement may be signed and delivered in any number of counterparts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

10.20 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and any agreement or representation with respect to the same or the obligations of either Party with respect to the same which is not expressly provided in this Agreement or in a written document which is signed by the Party to be charged, shall be null and void.

10.21 Time is of the Essence. Time shall be of the essence as to all dates and times of performance contained in this Agreement.

10.22 Authority to Execute. Each Party represents and warrants to the other Party that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.

10.23 Binding on Successors. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

10.24 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

10.25 Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CVWD and the Consultant.

[SIGNATURES ON FOLLOWING PAGE]

**PROFESSIONAL SERVICES AGREEMENT
SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the first day date above written.

**COACHELLA VALLEY WATER
DISTRICT**

[INSERT CONSULTANT NAME]

By: _____

By: _____
(Authorized Representative of Consultant)

Printed
Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

PROFESSIONAL SERVICES AGREEMENT

EXHIBIT LIST

EXHIBIT "A" SCOPE AND SCHEDULE OF SERVICES

EXHIBIT "B" CONSULTANT'S COST PROPOSAL

EXHIBIT "C" INSURANCE REQUIREMENTS

EXHIBIT "D" TASK ORDER

EXHIBIT "A"
TO
PROFESSIONAL SERVICES AGREEMENT
SCOPE AND SCHEDULE OF SERVICES

EXHIBIT "B"
TO
PROFESSIONAL SERVICES AGREEMENT
CONSULTANT'S COST PROPOSAL

EXHIBIT "C"
TO
PROFESSIONAL SERVICES AGREEMENT
INSURANCE REQUIREMENTS

1. Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the Coachella Valley Water District ("CVWD") that it has secured all insurance required under this Section. Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein. Consultant shall not allow any subconsultant to commence work on any subcontract until each subconsultant has provided evidence satisfactory to Consultant that it has secured all insurance required under this Section.

2. Minimum Requirements. Prior to the beginning, and throughout the duration of services to be performed, Consultant shall, at its expense, procure and maintain, insurance against claims arising from Consultant's rendering of professional services, including claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement and shall verify subconsultants' compliance as set forth in the Section entitled "Subconsultant Insurance Requirements" below. Such insurance shall meet at least the following minimum levels of coverage:
 - (A) **Commercial General Liability Insurance** which shall be written on an occurrence basis and be at least as broad as the latest version of ISO form CG 00 01 with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Such policy shall include Broad Form Contractual Liability coverage.
 - (B) **Business Automobile Liability insurance** which shall be as broad as ISO form CA 00 01 covering bodily injury and property damage with a combined single limit of not less than \$1,000,000 per accident for all owned, non-owned, and hired automobiles used in connection with the services or operations to be performed under this Agreement.
 - (C) **Workers' Compensation Insurance** with statutory limits, and **Employer's Liability insurance** with limits of not less than \$1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CVWD, its directors, officials, officers, employees, agents, and volunteers.
 - (D) **Professional Liability Insurance (Errors & Omissions Liability)** covering the services to be performed under this Agreement with limits of not less than \$2,000,000 per occurrence or claim and \$2,000,000 in the aggregate. This coverage may be written on a claims-made form. If coverage is written on a claims-made form, the provisions set forth in the Section entitled "Provisions Applicable to All Insurance Requirements: Claims-Made Coverage" below shall apply. CVWD reserves the right to require a project-specific endorsement.

Consultant shall require each of its subconsultants to maintain Professional Liability insurance with the same limits, unless otherwise approved by CVWD.

3. Provisions Applicable to All Insurance Requirements.

(a) **Additional Insured Coverage.** Except for the Workers' Compensation and Professional Liability insurance policies, all liability policies shall be endorsed to include CVWD, its directors, officials, officers, employees, agents, and volunteers as additional insureds on all primary, umbrella or excess policies for ongoing and completed operations performed by, or on behalf, of Consultant, including materials, parts or equipment furnished in connection with such work. Coverage for the additional insured under the Commercial General Liability policy shall be as broad as that provided by ISO CG 20 10 (ongoing operations) and 20 37 (completed operations).

(b) **Acceptability of Insurers.** Unless otherwise reviewed and accepted by CVWD, all required insurance must be placed with insurers with a current A.M. Best rating of not less than A- VII and be admitted to do business in California, or approved by the Surplus Lines Association.

(c) **Verification of Coverage.** Consultant shall furnish CVWD with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to CVWD. The certificates of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by CVWD before work commences. CVWD reserves the right to require complete, certified copies of all required insurance policies, at any time. Acceptance of Consultant's Certificates of insurance does not relieve Consultant of the insurance requirements, nor decrease the liability of Consultant under this Agreement. It is Consultant's responsibility to ensure its compliance with these insurance requirements. Any actual or alleged failure on the part of CVWD to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of CVWD, in this or any regard.

(d) **Primary and Noncontributory.** The insurance required to be maintained by Consultant shall be primary and any insurance or self-insurance maintained by CVWD shall be excess only, and not be required to contribute with it.

(e) **Umbrella or Excess Insurance.** Any Umbrella or Excess insurance shall also apply on a primary and noncontributory basis for the benefit of CVWD, before CVWD's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured.

(f) **Waiver of Subrogation.** Consultant shall obtain waiver of subrogation endorsements stating that Consultant and its insurers waive any and all rights of recovery against CVWD, its directors, officials, officers, employees, agents, and volunteers. Consultant shall pay all damages and costs arising out of Consultant's failure to provide a waiver of subrogation from its insurers.

(g) **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements

shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Consultant hereunder.

(h) **Severability of Interest (Cross Liability)**. A severability of interest provision must apply for the additional insureds, ensuring that Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limits.

(i) **Notices; Cancellation or Reduction of Coverage**. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with CVWD. If such coverage is cancelled or materially reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with CVWD evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, CVWD has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CVWD will be promptly reimbursed by Consultant or CVWD may withhold amounts sufficient to pay premium from Consultant's payments. In the alternative, CVWD may suspend or terminate this Agreement. No policy required to be maintained by Consultant shall be canceled and not replaced with equivalent coverage without thirty (30) days prior written notice to CVWD, unless cancellation is due to the non-payment of premium, in which case, ten (10) days prior written notice shall be provided.

(j) **Claims-Made Coverage**. For any coverage provided on a claims-made form (which type of form is only permitted at CVWD's sole discretion) the following shall apply:

- i. The retroactive date must be shown, and must be before the date of this Agreement and before the commencement of services or operations related to this Agreement;
- ii. Insurance must be maintained and Certificates of Insurance must be provided to CVWD for at least five (5) years after the expiration or earlier termination of this Agreement;
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or commencement of any services or operations related to this Agreement, Consultant must purchase an extended reporting period for a minimum of five (5) years after the expiration or earlier termination of this Agreement.

(k) **Deductibles, Self-Insurance, Self-Insured Retentions**. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage shall be declared to, and accepted by, CVWD. At the option and request of

CVWD, Consultant shall provide documentation of its financial ability to pay the deductible(s), self-insurance, or SIR.

4. Subconsultant Insurance Requirements. Consultant shall not allow any of its subconsultants to commence work on any subcontract relating to the work under the Contract until Consultant has verified that all subconsultants have procured insurance meeting all requirements under this Agreement and provided evidence to Consultant of such insurance. If requested by Consultant, CVWD may approve different scopes or minimum limits of insurance for particular subconsultants. The Contractor and CVWD shall be named as additional insureds on subconsultants' Commercial General Liability insurance.
5. Reservation of Rights. CVWD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

END OF EXHIBIT C - INSURANCE REQUIREMENTS

EXHIBIT "D"
TO
PROFESSIONAL SERVICES AGREEMENT
TASK ORDER

**COACHELLA VALLEY WATER DISTRICT
PROFESSIONAL SERVICES CONTRACT**

TASK ORDER NO. []

This Task Order No. [] (“Task Order”) is entered into this [] day of [], 20[] by and between Coachella Valley Water District (“CVWD”) and [INSERT CONSULTANT NAME] (“Consultant”).

RECITALS

A. On or about [], 20[] CVWD and Consultant executed that certain Professional Services Agreement (“Agreement”).

B. The Agreement provides that the Parties would enter into a Task Order to make changes to or authorize certain work set forth in the Scope of Services (as defined in the Agreement). The purpose of this Task Order is to make changes to or authorize work on the terms and conditions set forth herein.

NOW, THEREFORE, the Parties hereto hereby agree

1. Pursuant to Section 1.2 of the Agreement, CVWD hereby authorizes those services listed on Exhibit “1” attached hereto and by this reference incorporated herein.

2. Section 2.1 of the Agreement is hereby amended to [increase] or [decrease] or [confirm] the amount to be paid by CVWD to Consultant as more particularly set forth on Exhibit “1.”

3. Consultant shall perform the services listed in Paragraph 1 above pursuant to the schedule set forth on Exhibit “1.”

4. Contractor acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work defined in this Task Order. The signing of this Task Order acknowledges full mutual accord and satisfaction for the work and that the stated time and/or cost constitute the total equitable adjustment owed the Contractor as a result of the authorized work.

5. Except as amended or supplemented herein or in previous task orders, the terms and conditions of the Agreement shall remain in full force and effect. Notwithstanding the immediately preceding sentence, the Agreement shall be interpreted in a manner consistent with the intent of this Task Order.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR TASK ORDER NO. ____

IN WITNESS WHEREOF, CVWD and Consultant have caused this Task Order No. [] to be executed as of the day and year first above written.

[INSERT CONSULTANT NAME]

COACHELLA VALLEY WATER DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

EXHIBIT "1"
TO
TASK ORDER NO. []

1. Description of Services Included, Deleted or Authorized.
2. Increase, Decrease, or Confirmation of Amount to be Paid to Consultant.
3. Time to Perform Services Listed Herein.