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DESERT COMMUNITY ENERGY

REQUEST FOR PROPOSALS FOR INTEGRATED RESOURCE PLAN (IRP) SERVICES

RFP 2024-01

Interested firms should submit proposals via email to:

**DESERT COMMUNITY ENERGY
C/O COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**

Attn: Allen McMillen

procurement@cvag.org

**Proposals must be received by DCE to the email address above by
3:00 p.m. (PDT) on Thursday, April 11, 2024
Late proposals will not be accepted**

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

Issue Date: March 8, 2024

DESERT COMMUNITY ENERGY
NOTICE INVITING PROPOSALS
INTEGRATED RESOURCE PLAN (IRP) SERVICES

PUBLIC NOTICE IS HEREBY GIVEN that proposals will be received by Desert Community Energy (DCE). DCE invites proposals for the above stated services and will receive such proposals *only by email* no later than **3:00 p.m. PDT on April 11, 2024**. Proposals received after this date will be rejected. Proposals will be submitted to the attention of Allen McMillen at procurement@cvag.org.

DCE is a California joint powers authority formed to offer a Community Choice Aggregation (CCA) program in the desert region of Riverside County. DCE's members are the cities of Palm Desert and Palm Springs. DCE offers customers the choice to buy cleaner electricity at competitive rates, reducing greenhouse gas (GHG) through the development of robust renewable energy infrastructure. This adds to the local job market while allowing programs like DCE to develop strategies to help customers boost energy efficiency and make clean energy more accessible. DCE works with Southern California Edison to provide transmission and distribution of electricity, maintenance, and customer service.

DCE has been the default electricity provider in the City of Palm Springs since it launched service in April 2020, currently serving approximately 83% of electricity customers in Palm Springs. The City of Palm Desert is considering whether it will begin serving customers, with the earliest possible launch date in 2027. DCE contracts with Coachella Valley Association of Governments for administrative services and staff. DCE is governed by a Board of Directors with equal representation by an elected official from each participating city. All meetings are open to the public. DCE may be required to disclose information received pursuant to this RFP in accordance with requirements of the Ralph M. Brown Act or the California Public Records Act (CPRA), Cal. Gov't Code § 7920 et seq.

Senate Bill (SB) 350 directed the California Public Utilities Commission (CPUC) to ensure that California's electric sector meets its GHG reduction and other policy goals while maintaining reliability at the lowest possible costs. The CPUC developed an Integrated Resource Plan (IRP) process to do this work. The IRP process uses state-of-the art electric system modeling tools and a robust stakeholder process to help guide the CPUC's decision-making on meeting GHG reduction and reliability goals for the electric sector.

The IRP is a requirement for all load-serving entities (LSEs), including DCE and other CCAs. The focus of the IRP is to ensure that DCE is providing enough energy to serve DCE's load and to quantify its GHG emissions reduction objectives. The IRP process and coordination of this statewide planning effort have gained more significance as energy resources have been strained during recent heat events.

The IRP is generally required to be submitted every two years, and the CPUC updates its requirements each time. On February 15, 2024, the CPUC adopted Decision (D.) 23-02-047 on the 2023 Preferred System Plan and Transmission Planning Process Portfolios (IRP Decision). Pursuant to the IRP Decision, LSEs subject to the CPUC's IRP purview are not required to file

individual IRPs any earlier than November 1, 2024. The exact deadline will be set in an amended scoping memorandum to be issued under CPUC Rulemaking (R.) 20-05-003 (IRP Proceeding) in mid-2024 and may be up to 12 months after November 1, 2024.

For the next IRP, the IRP Decision adopts an aggregated portfolio that reduces statewide yearly GHG emissions from the electric sector to 25 million metric tons (MMT) by 2035 as compared with the previously adopted 38 MMT by 2030 planning target. The Decision formally adopts a high-level set of recommendations that the CPUC has been using for the past two years to determine whether the set of grid resources will provide sufficient reliability. The Decision's framework creates a more consistent approach to counting each resource type's contribution to meeting reliability needs.

DCE seeks to retain a qualified professional consultant (Consultant) to assist with the development of its next IRP.

Consistent with the California Public Utilities Code and California Public Utilities Commission (CPUC) policy objectives as set out in CPUC General Order 156, DCE encourages all eligible Proposers to get certified with the CPUC as a diverse business enterprise. For overview information on the CPUC Supplier Diversity Program, please visit the program homepage (<https://www.cpuc.ca.gov/supplierdiversity/>). For information on the certification process and requirements, please visit the Certifications page (<https://www.cpuc.ca.gov/about-cpuc/divisions/news-and-public-information-office/business-and-community-outreach/supplier-diversity-program/certification>).

DCE requires that all firms obtain the full content of this Request for Proposals (RFP) and any addenda via DCE's website located at <https://desertcommunityenergy.org>.

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

All questions must be put in writing and must be emailed to the attention of Allen McMillen at procurement@cvaq.org and received by DCE by **March 26, 2024, up to the hour of 3:00 p.m. PDT**. Please note that all addenda will be published on the DCE website. Proposers are encouraged to check the DCE 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.

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

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

**Request for Proposals
For
Integrated Resource Plan (IRP) Services**

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I. Background and Introduction

Desert Community Energy (DCE) is a California joint powers authority formed to offer a Community Choice Aggregation (CCA) program in the desert region of Riverside County. DCE's members are the cities of Palm Desert and Palm Springs. DCE offers customers the choice to buy cleaner electricity at competitive rates, reducing greenhouse gas (GHG) through the development of robust renewable energy infrastructure. This adds to the local job market while allowing programs like DCE to develop strategies to help customers boost energy efficiency and make clean energy more accessible. DCE works with Southern California Edison to provide transmission and distribution of electricity, maintenance, and customer service.

DCE has been the default electricity provider in the City of Palm Springs since it launched service in April 2020, currently serving approximately 83% of electricity customers in Palm Springs. The City of Palm Desert is considering whether it will begin serving customers, with the earliest possible launch date in 2027. DCE contracts with Coachella Valley Association of Governments (CVAG) for administrative services and staff. DCE is governed by a Board of Directors (Board) with equal representation by an elected official from each participating city. All meetings are open to the public. DCE may be required to disclose information received pursuant to this RFP in accordance with requirements of the Ralph M. Brown Act or the California Public Records Act (CPRA), Cal. Gov't Code § 7920 et seq.

Table 1 below provides a summary of DCE's long-term resources with executed contracts.

Table 1 - Existing Long-Term Resources

Developer	Project	Product	Technology	Contract Start Date	Proposed Size (MW)	Annual Energy Delivery (GWh)	Battery Storage Capacity (MW)	Battery Storage Duration (Hours)
Terra-Gen	Coachella Hills Wind II	Energy + Capacity	New Wind	May 2021	10.8	36	N/A	N/A
Terra-Gen	East Wind	Energy + Capacity	Existing Wind	January 2023	12.6	34	N/A	N/A
Terra-Gen	Altwind	Energy + Capacity	Existing Wind	January 2023	9.8	25	N/A	N/A
Resi Station LLC (OhmConnect)	Aggregated Demand Response	Capacity Only	New Demand Response	January 2023	4.5	N/A	N/A	N/A
SCE	Resource Adequacy	Capacity Only	Existing Storage	January 2023	Variable	N/A	Variable	Variable
SCE	Voluntary Allocation	Renewable Energy Certificates	Existing Geothermal, Small Hydro, Solar, and Wind	January 2023	Variable	N/A	N/A	N/A
Cape Generating Station I LLC (Fervo Energy)	Cape Generating Station	Energy + Capacity	New Geothermal	June 2026	3	24	N/A	N/A
Desert Sands Energy Storage II (NextEra)	Desert Sands	Capacity Only	New Storage	April 2027	25	N/A	25	8

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The IRP is a requirement for all load-serving entities (LSEs), including Desert Community Energy (DCE) and other community choice aggregation agencies (CCAs). The focus of the IRP is to ensure that DCE is providing enough energy to serve DCE's load and to quantify its GHG emissions reduction objectives. The IRP process and coordination of this statewide planning effort have gained more significance as energy resources have been strained during recent heat events.

The IRP is generally required to be submitted every two years, and the CPUC updates its requirements each time. On February 15, 2024, the CPUC adopted Decision (D.) 23-02-047 on the 2023 Preferred System Plan and Transmission Planning Process Portfolios (IRP Decision). Pursuant to the IRP Decision, LSEs subject to the CPUC's IRP purview are not required to file individual IRPs any earlier than November 1, 2024. The exact deadline will be set in an amended scoping memorandum to be issued under CPUC Rulemaking (R.) 20-05-003 (IRP Proceeding) in mid-2024 and may be up to 12 months after November 1, 2024.

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DCE seeks to retain a qualified professional consultant (Consultant) to assist with the development of its next IRP.

Consistent with the California Public Utilities Code and CPUC policy objectives as set out in CPUC General Order 156, DCE encourages all eligible Proposers to get certified with the CPUC as a diverse business enterprise. For overview information on the CPUC Supplier Diversity Program, please visit the program homepage (<https://www.cpuc.ca.gov/supplierdiversity/>). For information on the certification process and requirements, please visit the Certifications page (<https://www.cpuc.ca.gov/about-cpuc/divisions/news-and-public-information-office/business-and-community-outreach/supplier-diversity-program/certification>).

DCE requires that all firms obtain the full content of this Request for Proposals (RFP) and any addenda via DCE's website located at <https://desertcommunityenergy.org>.

DCE is staffed by CVAG, which also handles other administrative services such as the procurement process. Proposals will be evaluated and ranked in accordance with the RFP. The final ranked firms must be willing to sign an agreement with the terms and conditions required by DCE in the RFP and attachments.

All questions must be put in writing and must be emailed to the attention of Allen McMillen at procurement@cvag.org and received by DCE by **March 26, 2024, up to the hour of 3:00 p.m. PDT**. Please note that all addenda will be published on the DCE website. Proposers are encouraged to check the DCE 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.

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

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

II. Request For Proposals

A. Scope of Services

The services sought under this RFP are set forth in more detail in [Section V: Scope of Work](#) (Scope) herein. The tasks set out in the Scope are collectively referred to as the Project. Notwithstanding the inclusion of such services in [Section V: Scope of Work](#) herein, the final scope of services (Services) negotiated between DCE and the successful Proposer shall be set forth in the Professional Services Agreement (Agreement) executed by and between DCE and the successful Proposer. A copy of the Agreement is attached hereto as Attachment A and incorporated herein by this reference.

B. Procurement Manager

The Procurement Manager for DCE regarding this RFP will be Allen McMillen, Management Analyst II, (760) 346-1127, procurement@cvaq.org, or a designated representative, who will coordinate the assistance to be provided by DCE 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 DCE Procurement Manager for this RFP.

All written questions, if answered, will be answered in writing via an Addendum, conveyed to all interested Proposers who have provided contact information, and posted to the DCE 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 3:00 PM local time on the date identified in [Section IV.A. Selection Schedule](#) herein.

D. Pre-Proposal Meeting

There will be no Pre-Proposal meeting for this RFP.

E. Term of Contract

The contract term will be for the entire 2024-25 IRP cycle, beginning July 1, 2024, and ending when the CPUC issues a Decision certifying DCE's IRP. The term may be extended to cover the subsequent 2026-27 IRP cycle as well as DCE's semi-annual Mid-Term Reliability (MTR) compliance filings under the IRP Proceeding and CPUC Decisions 21-06-035 and 23-02-040 at DCE's discretion. Extension of the contract term shall be subject to the availability and appropriation of funds and will be at the same under the same terms and conditions as specified herein.

III. Submission Requirements

A. General

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

It is strongly recommended that the Proposer submit proposals in the format identified in this RFP to allow DCE to fully evaluate and compare the proposal. All requirements and questions in the RFP should be addressed and all requested data shall be supplied. DCE reserves the right to request additional information which, in DCE’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 DCE in conjunction with the Proposal. Emphasis should be concentrated on completeness, approach to the work and clarity of proposal.

Proposers are encouraged to familiarize themselves with all federal, state, and local laws, ordinances, rules, regulations, and codes affecting the performance of the work; make such investigations, as it may deem necessary for performance of the Services at its proposal price within the terms of the Agreement; and correlate its observations, investigations, and determinations with the requirements of the Agreement.

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

B. Content and Format of Technical Proposal

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

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

1. Cover Letter. This letter shall be a maximum of two pages, shall be addressed to David Freedman, DCE Program Manager, and shall, at a minimum, contain the following:

- Identification of Consultant that will have contractual responsibility with DCE. Identification shall include legal name of company, corporate address, telephone, and fax number. Include name, title, address, and telephone number of the contact person identified during period of qualification evaluation.
 - Identification of any proposed Subconsultants including legal name of company, contact person(s) name and mailing address, phone number and email address. Relationship between Consultant and Subconsultants, if applicable.
 - Acknowledgment of receipt of all RFP addenda, if any. Note: All addenda posted on DCE's website at <https://desertcommunityenergy.org> for this solicitation shall be signed by the proposer and included in the appendices.
 - A statement to the effect that the proposal shall remain valid for a period of not less than 180 days from the date of submittal.
 - Signature of a person authorized to bind Consultant to the terms of the proposal.
 - Signed statement attesting that all information submitted with the qualifications is true and correct.
2. Qualifications, Related Experience and References. This section of the Technical 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 experience in working with the CPUC. Please include specialized experience and professional competence in areas related to this RFP.
 - A minimum of three (3) references should be given. Furnish the name, title, address, and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Consultant also may supply references from other work not cited in this section as related experience.
3. Proposed Staffing and Project Organization. This section of the proposal should establish the method typically used by the Consultant to manage the Project as well as identify key personnel and sub-consultants assigned. Consultant to:

- Provide education, experience, and applicable professional credentials of Project staff. Include applicable professional credentials of “key” Project staff.
 - Furnish brief resumes (not more than two (2) pages each) for the proposed Project Manager and other key personnel in the appendix, include a copy of their certifications.
 - Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work, if any. Include the person's name, current location, proposed position for this Project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
 - Include a project organization chart that clearly delineates communication and reporting relationships with DCE among the Project staff and any Subconsultants.
 - Include a statement that key personnel will be available to the extent proposed for the duration of the Project, acknowledging that no person designated as "key" to the Project shall be removed or replaced without the prior written consent of DCE.
4. Work Plan. Consultant shall provide a narrative that addresses the Scope and shows Consultant's understanding of DCE's needs and requirements. Consultant to:
- Describe the approach and work plan for completing the tasks specified in the Scope. The work plan shall be of such detail to demonstrate the Consultant's ability to accomplish the Project objectives and overall schedule.
 - Outline sequentially, the activities that would be undertaken in completing the tasks and specify who would perform them and identify all deliverables.
 - Identify methods that Consultant will use to ensure quality control as well as budget and schedule control for the Project.
 - Identify any special issues or problems that are likely to be encountered during this Project and how the Consultant would propose to address them.
 - Consultant is encouraged to propose enhancements or procedural or technical innovations to the Scope that do not materially deviate from the objectives or required content of the Project. Suggested changes to the Scope that improve the performance, reliability, and financial impact of DCE's resources and retail rates are especially encouraged. They shall be identified as optional and priced out separately in the Fee Proposal.
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 (e.g., CPUC filings), the Proposer may provide a link in lieu of inserting a lengthy document into the appendices.
 - Litigation: Provide litigation history for any claims filed by your firm or against your firm related to the provision of services in the last five (5) years.

- Project Team Resumes – Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.
- Changes to Professional Services Agreement – DCE's standard professional services agreement 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 Agreement 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.F. Project Tasks](#) herein and shall include hours and hourly rates for all personnel including Subconsultants, subtotals for each task, and a grand total for total proposed fee. The Fee Proposal shall also include proposed direct costs and Subconsultant 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, including the insurance and indemnification provisions therein.

E. Additional Stipulations

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

All proposals received become the property of DCE. 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.

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

Unless specifically requested by DCE, no amendment, addendum or modification will be accepted after a proposal has been submitted to DCE. 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.

DCE will not compensate any Proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of DCE. DCE will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.

DCE 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 180 calendar days from the proposal due date. DCE 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 DCE to award a contract. DCE 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.

DCE 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 DCE, 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 DCE's requirements.

IV. Submission Process

A. Selection Schedule

Proposals are due by **April 11, 2024, no later than 3:00 p.m. PDT**. A Selection Committee may choose up to three applicants to be interviewed. Applicants invited to an interview will be notified by April 19, 2024. Interviews may be virtual via a web conference and will be scheduled to occur during the week of April 22, 2024, at a time and location to be provided by DCE. Proposers are to hold the interview dates until confirmed by DCE. The tentative schedule is as follows:

Item	Date
1. Release of Request for Proposals	March 8, 2024
2. Deadline for Submittal of Questions	March 26, 2024 (3:00 p.m. PDT)
3. Responses to Questions via Addendum	April 2, 2024 (by 3:00 p.m. PDT)
4. Deadline for Receipt of Proposals	Thursday, April 11, 2024 (3:00 p.m. PDT)
5. Potential Interviews (tentative)	April 22-26, 2024
6. Expected contract award	May 20, 2024

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

B. Selection Process

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

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

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

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

Upon selection of a Consultant, DCE will endeavor to negotiate a mutually agreeable Professional Services Agreement based on the Agreement included as Attachment A with the selected Proposer. If DCE is unable to reach agreement, DCE will proceed, at its sole discretion, to negotiate with the next Consultant selected by DCE. DCE reserves the right to contract for services in the manner that most benefits DCE including awarding more than one contract if desired.

C. Evaluation

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

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

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

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

2. Proposed Staffing and Project Organization (25%)

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

3. Work Plan (25%)

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

4. Proposed fee (20%)

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

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

D. Protests

Protest procedures and dispute resolution process will be in accordance with the DCE Procurement Policy. The protest shall be in writing to the attention of the Executive Director and submitted to the attention as follows:

Executive Director
Desert Community Energy
74199 El Paseo, Suite 100
Palm Desert, CA 92260

V. Scope of Work

A. General Conditions and Requirements

Through this RFP, DCE is seeking a Consultant to assist with the development of its next IRP. Proposals submitted should identify your firm's approach, recommendations, and budget for the following Scope..

The Scope shall include but not be limited to the following work to be performed and provided by the Consultant. Proposals may deviate or expand on this Scope based on individual experience and judgment to deliver a complete work product. Suggested changes to the Scope that improve the performance, reliability, and financial impact of DCE's resources and retail rates are especially encouraged.

DCE reserves the right to perform any portion of this Scope with DCE staff or any other vendor. For the purposes of this RFP, the Consultant is requested to assume that no DCE resources will be available to perform any portion of the Scope described herein.

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 DCE and stakeholders do not include detailed review or checking of the deliverables. The responsibility for accuracy and completeness of such items remains solely that of the Consultant.

The deliverables furnished under this Scope shall be of a quality acceptable to DCE. The criteria for acceptance shall be a product of neat appearance, well-organized, technically and grammatically correct. 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 shall submit all files to DCE upon filing of the IRP.

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

B. Project Progress

The Consultant shall establish internal accounting methods and procedures acceptable to DCE 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 Services are modified, and the modified schedule is approved by DCE, the Consultant shall submit a revised schedule.

C. Project Tasks and Deliverables

The Scope shall include but not be limited to the following work (tasks) to be performed and provided by the Consultant. Proposals may deviate or expand on this Scope based on individual experience and judgment to deliver a complete work product. DCE anticipates the Scope will be like that done for the previous IRP cycles. However, suggested changes to the Scope that improve

the performance, reliability, and financial impact of DCE's resources and retail rates are especially encouraged.

Task 1: Resource Plan Development

The Consultant will work with DCE's procurement provider, The Energy Authority (TEA), and DCE staff to understand DCE's current resource portfolio based on the results of prior solicitations. Using the current portfolio as a starting point, the Consultant will prepare a conforming resource portfolio using an assumed resource mix that will balance the following planning objectives:

- Goals set by the IRP Proceeding, including cost minimization and support for disadvantaged communities
- Compliance with all CPUC requirements, including limits on GHG emissions
- Compliance with past CPUC MTR procurement orders
- Meeting DCE planning goals as approved by its Board
- Contribution to resource adequacy and renewable portfolio standard requirements
- Tailoring to customer product preferences (i.e., enrollment in Desert Saver versus Carbon Free products)

The consultant will work with DCE and TEA to recommend a portfolio that strives to achieve minimal levels of risk relative to cost, consistent with DCE's renewable and GHG reduction goals. The Consultant will include local resource options that DCE may wish to consider and/or acquire, in accordance with Board direction.

Task 2: Data Templates

Once the Consultant has defined the resource portfolio, the Consultant will complete the assigned data templates from the CPUC. These will include the Clean System Power calculator that calculates portfolio emissions and the resource data template that provides detailed information for each resource contract in the portfolio.

Task 3: Narrative Document

The Consultant will take a lead role in drafting the IRP narrative document starting with the narrative template provided by the CPUC. The narrative document describes the resource portfolio, documents emissions modeling results, discusses resource development risks, among many other CPUC requirements.

Task 4: Plan Compliance Support

As in the past IRP cycles, after IRP materials are filed with the CPUC, the CPUC staff may have questions and issue data requests to DCE. The Consultant will assist DCE with responding to such requests. The Consultant will also strive to submit IRP materials that meet all CPUC requirements to the best of its ability. However, if the IRP is found deficient by the CPUC, the Consultant will also provide the necessary materials to bring the plan to compliance.

Task 5: As Needed Support

The Consultant will support DCE on IRP-related matters on an as-needed basis. This may include answering questions from DCE's Board or preparing presentations on the IRP for the Board or DCE internal staff, as well as assisting on DCE's semi-annual MTR compliance filings under the IRP Proceeding and CPUC Decisions 21-06-035 and 23-02-040.

Deliverables and Schedule

Outlined below is a description of deliverables associated with developing an IRP for DCE and the estimated schedule for completing this work based on the assumption that the next IRP will be due on November 1, 2024. Because the IRP Proceeding is ongoing, adjustments may be needed to comply with the final IRP requirements established by the CPUC.

1. Kick-off Meeting

The Consultant will attend a meeting with appropriate TEA and DCE Staff to map out the management and responsibility paths and refine the scope and schedule for the IRP, upon a schedule to be manually determined by the Parties.

2. Data Review

The Consultant will work with DCE and TEA and to gather data concerning potential resources to include in the IRP, including, but not limited to: forecast load; compensation and incentivization of net-energy-metered resources; incentivization of battery storage; locally-sited renewable resources; remote renewable resources, fossil and other non-RPS compliance resources; and other demand-side resources. Based on the cost and characteristics of the various resources, the Consultant will create a matrix of possible resources to be used in the IRP.

Estimated completion date: 4 weeks after the Kick-off meeting.

3. Draft of IRP for Review

Based on the potential resources identified in Task 2 (Data Review), and in conjunction with TEA and DCE Staff, the Consultant will draft an IRP. This draft will be reviewed by TEA and DCE Staff and management.

Estimated date: 4-8 weeks from the completion of Task 2 (Data Review).

4. Working IRP for Planning

Based on the feedback from TEA and DCE, the Consultant will produce a "working IRP" to serve as a guide for DCE's procurement activities.

Estimated date: 2 weeks from the receipt of TEA/DCE feedback in Task 3 (Draft of IRP).

5. Monitoring of IRP Proceedings at the CPUC

The Consultant will monitor the ongoing IRP proceedings at the CPUC. The Consultant will provide periodic updates to DCE on proceeding statuses and what the CPUC will be expecting/requiring with respect to the required IRP submissions.

This task will be ongoing from the Kick-off meeting.

6. Draft IRP for CPUC Submission

Based on the Working IRP and the requirements set by the CPUC, the Consultant will prepare the formal IRP for submission to the CPUC. The Draft IRP must be completed before the Board meeting scheduled for October 21, 2024, so it can be reviewed at the public meeting.

Estimated date: October 1, 2024

END OF SCOPE OF WORK

Attachment A: Professional Services Agreement

See following pages.

ATTACHMENT A
DESERT COMMUNITY ENERGY
SAMPLE PROFESSIONAL SERVICES
AGREEMENT

The following is a sample DCE Agreement that will be negotiated between DCE and selected Proposer. Additional terms and conditions may be incorporated dependent on circumstances.

This Professional Services Agreement (“**Agreement**”) is made and entered into on [INSERT DATE], 2024, by and between DESERT COMMUNITY ENERGY, a California joint powers authority (“**DCE**”) and [INSERT NAME AND CORPORATE ORGANIZATION], a _____ Corporation (“**Consultant**”). DCE and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties.**”

RECITALS

- A. Consultant desires to perform and assume responsibility for the provision of certain professional services required by DCE on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing technical services for DCE’s community choice energy program, is licensed in the State of California, and is familiar with the plans of DCE.

- B. DCE desires to engage Consultant to render such professional services for the implementation of DCE’s community choice energy program (“Project”) as set forth in this Agreement.

AGREEMENT

1. **Scope of Services and Term.**

1.1 General Scope of Services. Consultant promises and agrees to furnish to DCE all labor and services and incidental and customary work necessary to fully and adequately supply DCE the implementation services necessary for the Project (“**Services**”). The Services are more

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particularly described in Exhibit A attached hereto, and which are stated in the proposal to DCE. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto, and all applicable local, state and federal laws, rules and regulations.

1.2 Term. The term of this Agreement shall be from [INSERT DATE] to [INSERT DATE], unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

2. Responsibilities of Consultant.

2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. DCE retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of DCE and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services, which is stated in the proposal to DCE and set forth in Exhibit B attached hereto. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, DCE shall respond to Consultant's submittals in a timely manner. Upon request of DCE, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of DCE.

2.4 Substitution of Key Personnel. Consultant has represented to DCE that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of DCE. In the event that DCE and Consultant cannot agree as to the substitution of key personnel, DCE shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to DCE, or who are determined by DCE to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property,

shall be promptly removed from the Project by the Consultant at the request of DCE. The key personnel for performance of this Agreement are as follows:

[INSERT PERSONNEL]

2.5 DCE's Representative. DCE hereby designates the Executive Officer, or designee, to act as its representative for the performance of this Agreement (“**DCE's Representative**”). DCE's Representative shall have the w to act on behalf of DCE for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than DCE's Representative, or designee.

2.6 Consultant's Representative. Consultant hereby designates [INSERT NAME], or his or her designee, to act as its Representative for the performance of this Agreement (“**Consultant's Representative**”). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

2.7 Coordination of Services. Consultant agrees to work closely with DCE staff in the performance of Services and shall be available to DCE's staff, consultants and other staff at all reasonable times.

2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from DCE, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subcontractors who is determined by DCE to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to DCE, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the
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performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to DCE, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold DCE, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

2.10 Insurance.

2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to DCE that it has secured all insurance required under this section, in a form and with insurance companies acceptable to DCE. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to DCE that the subcontractor has secured all insurance required under this section.

2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against 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 subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence, \$2,000,000 for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability Coverage of at least \$1,000,000 per accident for bodily injury or disease.

2.10.3 Professional Liability. Consultant shall procure and maintain, and require its subcontractors to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim and in the aggregate. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend.

2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by DCE to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) Bodily Injury and Property Damage; (2) Personal Injury/Advertising Injury; (3) Premises/Operations Liability; (4) Products/Completed Operations Liability; (5) Aggregate Limits that Apply per Project; (6) Explosion, Collapse and Underground (UCX) exclusion deleted; (7) Contractual Liability with respect to this Agreement; (8) Broad Form Property Damage; and (9) Independent Consultants Coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(iii) The policy shall give DCE, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be “primary and non-contributory” and will not seek contribution from DCE’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) DCE, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects DCE, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant’s scheduled underlying coverage. Any

insurance or self-insurance maintained by DCE, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against DCE, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Defense costs shall be payable in addition to the limits set forth hereunder. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to DCE, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (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; whichever is greater.

(i) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of DCE (if agreed to in a written contract or agreement) before DCE's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(ii) Consultant shall provide DCE at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to DCE at least ten (10) days prior to the effective date of cancellation or expiration.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by DCE, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(v) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, DCE has the right but not the duty to obtain the insurance it deems necessary and any premium paid by DCE will be promptly reimbursed by Consultant or DCE will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, DCE may cancel this Agreement. DCE may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(vi) Neither DCE nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to DCE, its directors, officials, officers, employees, agents and volunteers.

2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by DCE. Consultant shall guarantee that, at the option of DCE, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects DCE, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, licensed to do business in California, and satisfactory to DCE.

2.10.8 Verification of Coverage. Consultant shall furnish DCE with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DCE. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by DCE if requested. All certificates and endorsements must be received and approved by DCE before work commences. DCE reserves the right to require complete, certified copies of all required insurance policies, at any time.

2.10.9 Subcontractor Insurance Requirements. Consultant shall not allow any subcontractors to commence work on any subcontract until they have provided evidence satisfactory to DCE that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name DCE as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, DCE may approve different scopes or minimum limits of insurance for particular subcontractors.

2.10.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3. Fees and Payments.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit C, attached hereto. The total compensation shall not exceed [INSERT CAP] without written approval of DCE's Board of Directors. Extra Work may be authorized, as described below, and, if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Consultant shall submit to DCE a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. DCE shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by DCE.

3.4 Extra Work. At any time during the term of this Agreement, DCE may request that Consultant perform Extra Work. As used herein, “**Extra Work**” means any work which is determined by DCE to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from DCE’s Representative.

4. Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of DCE during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

5. General Provisions.

5.1 Termination of Agreement.

5.1.1 Grounds for Termination. DCE may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to DCE, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, DCE may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, DCE may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

DCE: Desert Community Energy
74-199 El Paseo Drive, Suite 100
Palm Desert, CA 92260

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

5.3 Ownership of Materials and Confidentiality.

5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for DCE to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“**Documents & Data**”). Consultant shall require all subcontractors to agree in writing that DCE is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by DCE. DCE shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at DCE’s sole risk.

5.3.2 Intellectual Property. In addition, DCE shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media (“**Intellectual Property**”) prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

DCE shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by DCE, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of DCE.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of DCE.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

DCE further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

5.3.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of DCE, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use DCE's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DCE.

5.3.4 Infringement Indemnification. Consultant shall defend, indemnify and hold DCE, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by DCE of the Documents & Data, including any method, process, product, or concept specified or depicted.

5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of DCE's choosing), indemnify and hold DCE, 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 shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against DCE, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against DCE or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse DCE and its directors, officials, officers, consultants, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, DCE, its officials, officers, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement.

5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County, California.

5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

5.10 DCE's Right to Employ Other Consultants. DCE reserves right to employ other consultants in connection with this Project.

5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of DCE. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to DCE include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DCE shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DCE, during the term of his or her service

Desert Community Energy

with DCE, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.19 Equal Opportunity Employment and Subcontracting. Consultant represents that it is an equal opportunity employer and it shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of applicants, employees, subcontractors, vendors, or suppliers. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Further, Consultant shall provide equal opportunity for subcontractors to participate in subcontracting opportunities.

5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' 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.

5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

5.23 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of DCE. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement as of the date first written above.

DESERT COMMUNITY ENERGY

CONSULTANT

By : _____
Name: _____
Title: _____

By : _____
Name: _____
Title: _____

APPROVED AS TO FORM:

General Counsel

EXHIBIT A

SCOPE OF SERVICES

[INSERT]

EXHIBIT B

SCHEDULE OF SERVICES

[INSERT]

EXHIBIT C

COMPENSATION BILLING RATES

<u>Name</u>	<u>Title</u>	<u>Hourly Rate</u>
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