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**REQUEST FOR PROPOSALS
FOR
INTEGRATED RESOURCE PLAN (IRP) SERVICES**

RFP 2024-01

ADDENDUM

Addendum Date: April 2, 2024

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

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

Questions & Requests:

The following are responses to the questions received by Desert Community Energy (DCE) as of 3:00 p.m., March 26, 2024.

1. **Question:** Does DCE have any objections to the use of open-source modeling software to determine the least cost, least risk portfolio when filing its Compliance Portfolio and any Alternative Portfolios that it submits to the CPUC?

Response: No.

2. **Question:** Is there room for negotiation on Clause 5.3.2 of the PSA which states DCE has title to any and all work products used by the consultant to satisfy this agreement?

Response: *The RFP includes DCE's standard Professional Services Agreement that would govern the proposed scope of work. Section 5.3 of the agreement contains provisions for ownership of materials and confidentiality, which governs data and intellectual property. Proposers on the RFP may offer edits to Section 5.3 as part of their proposal, and DCE will consider the modifications as part of the RFP award.*

3. **Question:** In reference to the insurance requirements outlined in the PSA, is automobile insurance coverage a requirement while performing services under this agreement? In addition, does DCE mandate that all qualified subcontractors also adhere to the outlined insurance requirements, or are there options for alternative compliance solutions?

Response: *If all work performed by the Consultant is remote and there is no driving involved for the work, the requirement for automobile insurance coverage will be waived or removed.*



If any entity other than the Consultant (for example, subcontractors or subconsultants) does any driving for the work, then those entities shall have appropriate automobile coverage.

If the Consultant's subcontractors cannot adhere to the outlined insurance requirements, the Professional Services Agreement will contain the following provision:

Consultant agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's subcontractor cannot comply with this requirement, which proof must be submitted to DCE, Consultant shall be required to ensure that its subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this agreement. This provision does not relieve the Consultant of its contractual obligations under the agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with subcontractors, and others engaged in the project, will be submitted to DCE for review.

4. **Question:** Can DCE please elaborate on the anticipated arrangement between TEA and the consultant who is awarded the contract? Will there be an NDA between all parties to ensure that IP rights are clearly defined and preserved within the terms of the agreement?

Response: *As noted in the Deliverables and Schedule section of the RFP, TEA will work with DCE staff to provide input and feedback to the Consultant and will review the draft RFP. TEA's existing agreement with DCE contains standard confidentiality provisions. Accordingly, DCE does not anticipate utilizing a non-disclosure agreement among the parties but would rely on the Professional Services Agreement to address IP rights and maintain confidentiality.*

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

Authorized
Signature: _____ Date _____

Company: _____