



**Request for Proposal**

**10 Year Master Plan**

**Issued August 16, 2023**

## **INTRODUCTION**

The Coachella Valley Public Cemetery District (“District”) is requesting proposals from a highly qualified consulting firm to conduct a comprehensive 10 Year Master Plan. The selected consultant will perform the services outlined herein under the general direction of the District’s General Manager. It is anticipated that the study will commence late 2023 and conclude no later than April 30, 2024.

## **BACKGROUND**

The Coachella Valley Public Cemetery District was formed August 8, 1927, under Section 8890 of the California Health and Safety Code. District boundaries enclose approximately 3,444 square miles. The District has performed over 21,000 interments/burials and has set over 15,000 headstones/grave markers. Total District property consists of sixty acres, twenty-nine of the sixty have been developed for interment purposes.

The District is governed by an appointed five-member Board of Trustees. Laws for the operation of public cemeteries are contained in the California Health and Safety Code. The Board of Trustees meet once a month for regular business meetings. Laws and rules for these meetings and others are contained in the Ralph M. Brown Act found in the California Government Code.

## **SCOPE OF SERVICES**

The District is seeking a comprehensive Master Plan that will accomplish key goals and outcomes working in close collaboration with District stakeholders, governance and staff.

### **Key Outcomes:**

1. Work with staff to review past development, gather feedback, and evaluate future options that will maximize current assets, reduce future cost, identify future development, and best equip the District to meet the needs of the community into the next decade.
2. Analyze community growth patterns, historical interment trends, and other relative factors that will determine future demands and needs.
3. Review District financials, to include current and future projections, to ensure plans align with financial obligations and current and projected growth/assets. Identify potential gaps that may exist between desired outcomes and financial realities.
4. Review financing options for future development, to include self-financing, loans, grants or other viable options of payment.
5. Offer insight on how longer-term needs (beyond 10 years) may impact immediate and future direction.
6. Participate in community outreach to provide information regarding residents’ needs and wants.
7. Develop a comprehensive needs assessment/survey to be completed by District Stakeholders.
8. Secure and supply required maps, renderings, and other elements key to the Master Plan.

9. Present written findings and recommendations in a draft report to District management and governance.
10. Allow period for additional revisions/corrections.
11. Support District Management with presentation of materials to local city council's, County Supervisors office, and other key stakeholders.
12. Allow for Public Comment Period. Work with Public Relations firm to solicit public comment.
13. Work with staff to conduct Public Meeting for presentation of Master Plan and to receive public comments.
14. Present written findings and recommendations in a final report to the District Board of Trustees.
15. Provide appropriate implementation and maintenance materials/resources.

**Key Components:**

Components of the Master Plan should include, but are not limited to, the following.

*Section 1 - Introduction*

- Report Organization
- Public Involvement
- Planning process

*Section 2 - Community Profile*

- Regional Context
- Planning Area
- Natural Resources
- Climate
- Demographic Characteristics
- Land Use
- Population Projections

*Section 3 - Existing Assets -Summary of findings*

- Cemetery and Interment Definitions
- Existing Facilities
- Nearby Cemetery and Interment Facilities

*Section 4 - Existing Operations*

- Summary of Findings
- District Purpose
- Organization Structure
- Staffing Levels
- Operations
- Finances

## Section 5 - Needs Assessment

- District Needs Assessment
- In-Ground Burial Needs Assessment
- Columbarium Needs Assessment
- Alternate Burial (i.e. Green Burial) Needs Assessment
- Key Facility Needs Assessment
- Lifespan of Facilities

## *Section 6 - Recommendations and Policies*

- Introduction
- District Goals
- District Policies
- Existing Infrastructure Recommendations
- Future Infrastructure Recommendations
- In-Ground Burial Projections and Recommendations
- Columbarium Projections and Recommendations
- Mausoleum Projections and Recommendations
- Other Alternate Interment Projections and Recommendations

## *Section 7 - Management and Operations*

- Management Projections and Recommendations
- Staffing Projections and Recommendations
- Long-Term Pension Liability Considerations

## *Section 8 - Financing*

- Capital Projects
- Preliminary Project priorities (2-5 years)
- Long-Term Project Priorities (5-10 Years/Beyond)
- Current Funding Availability
- Financing Strategy
- Phased Financing Plan(s)
- Maintenance and Operations Impacts
- Funding Sources

## *Section 9 - Appendixes*

- Community Involvement Results
- Stakeholder Survey Results
- Community Workshop Summary
- Needs Assessment(s)
- District Maps
- District and Cemetery Plan
- Capital Improvement Projects Cost Estimates and Phasing

## **PROPOSAL REQUIREMENTS**

Written proposals must include the following information and be organized as follows:

### *Section 1 - Cover Letter*

- The cover letter shall include the name, address, phone number, and signature of the person authorized to bind the Proposer to the terms of the proposal.

### *Section 2 - Proposer's Background*

- A summary of the Proposer's background and their area(s) of professional expertise relevant to this RFP.

### *Section 3 - Qualifications and Experience of Proposer's Personnel*

- A summary of the relevant qualifications and experience, including recent work on projects of a similar magnitude and nature, of the Proposer's team/staff that will be performing the Scope of Work outlined in this RFP on the proposer's behalf. The summary shall also include the office location of key staff proposed to perform the tasks/services outlined in this RFP.

### *Section 4 - Project Approach/Methodology*

- A detailed description of the proposed approach/methodology for completing required components of the Scope of Work. The Proposer shall demonstrate their understanding of the needs of the District and the objectives of the work proposed, as well as their ability to timely complete all the tasks outlined in the Scope of Work.

### *Section 5 - Project Schedule and Schedule Control*

- A detailed project schedule for each of the main components outlined in the Scope of Work in this RFP, outlining the tasks, activities, deliverables, milestones, and durations of each. Proposers shall allot sufficient time for review and feedback periods, as well as identify reasonably foreseeable delays that may occur, and factor in additional time as may be appropriate.

### *Section 6 – References*

- A minimum of three (3) public agency references for which the same or similar work as requested in this RFP was performed by the team/personnel proposed for District. Such references must be for work completed within the last five (5) years, and include the name, title, and contact information of the public agency officer or employee responsible for overseeing the Proposer's work.

### *Section 7 - Cost Proposal/Fee Schedule*

- A detailed "not-to-exceed" cost proposal for each of the main components outlined in the Scope of Work in this RFP. Any proposed payment schedule shall align with the project schedule. In addition, the cost proposal shall include an itemized budget, including all

necessary labor costs and expenses (direct and indirect), for each of the main project components. The cost proposal shall state the current hourly rates of all assigned staff/team members, as well as any known increases to said rates scheduled to occur prior to completion of this project.

*Section 8 - Validity of Proposal.*

- Responses to this RFP shall be valid for a minimum of sixty (60) days. Proposers shall state the length of time for which the proposal shall remain valid. Submissions not valid for at least sixty (60) days will be considered non-responsive.

**RFP TIMELINE**

Dates for completion and other associated tasks may be changed based on District need. Notice of changes to this RFP and other posting requirements will be made publicly available at <https://cvpcd.org/governance/public-notices>

*Schedule:*

- August 16, 2023 Issuance/Release of RFP
- August 28, 2023 Deadline for Submission of RFP Questions
- August 30, 2023 Responses to Questions Posted
- September 5, 2023, 5:00 PM PST, Proposals Due to District
- September 6, 2023 Selection Committee Review of Written Proposals
- September 8, 2023 Award of Contract

**PROPOSAL SUBMITTAL**

Proposals and questions may be delivered via electronic mail to:

Josh.bonner@cvpcd.org

Sender must request a confirmation of email receipt from recipient. If no confirmation is received within 24 hours (or prior to deadline for submissions), sender should call (760) 574-9906 to follow-up.

Proposals may also be submitted in via postal service to:

Coachella Valley Public Cemetery District

Attn: Joshua Bonner, General Manager

82925 Ave.52

Coachella, CA 92236

Proposals may also be hand delivered to the address listed above. In all cases, sender should request delivery confirmation or confirmation of receipt. If delivering by mail or in-person, package must have return address and "Master Plan RFP" clearly noted somewhere on the envelope.

All proposals must be received no later than 5:00 P.M. on September 5, 2023. Late submissions will be rejected. District is not responsible for late, delayed, lost or misplaced submissions, regardless of the nature of the issue with receipt.

## **INSTRUCTIONS TO VENDORS**

### **1) Examination of Proposed Documents**

By submitting a proposal, the Vendor represents that it has thoroughly examined and become familiar with the specifications required under this RFP, and that it is submitting a proposal that meets the minimum qualifications listed within the RFP.

### **2) Withdraw of Proposal**

A Vendor may withdraw its Proposal at any time before the deadline for submission of Proposal by delivering to the District General Manager a written request for withdrawal signed by, or on behalf of, the Vendor.

### **3) Rights of the District**

This RFP does not commit the District to enter into a legal binding agreement, nor does it obligate the District to pay for any costs incurred in preparation and submission of the Proposal or in anticipation of an agreement. The District reserves the right to reject any or all Proposals.

## **EVALUATION CRITERIA**

Award shall be based on a "best value" evaluation. Criteria used for the evaluation will include (listed in random order, not to infer level of importance or weight):

1. Demonstrated and thorough understanding of the project.
2. Expertise and qualifications of assigned staff, including prior experience in performing similar studies for public sector clients (References).
3. Overall project design and methodology/approach.
4. Proposed schedule/timeline and projected completion date(s).
5. Total cost and fee schedule.
6. Responsiveness to the requirements of the RFP.

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

Upon selection of a Vendor, the District will award the purchase contract to the selected vendor. All monies will be paid to Vendor as provided in the Contract for Services. A contract template is supplied for review, attached as Exhibit A. Certain elements of the contract may be changed if mutually agreed to by both parties, but changes should not be assumed when submitting. Any anticipated requested changes to the contract template or portions of the template that are objectional should be noted in the Proposal so they may be considered as part of the proposal review process.

## **BUSINESS LICENSE**

All Vendors submitting proposals warrant that they possess all necessary business license(s) required to operate within the jurisdiction of the transaction.

**RIGHT TO REJECT SUBMITTALS**

The District reserves the right without prejudice to reject any or all Proposals. The District will not compensate any Vendor for the cost of preparing any Proposal, and all materials submitted with a Proposal shall become the property of the District. Issuance of this RFP and receipt of Proposals does not commit the District to award a purchase agreement. District expressly reserves the right to postpone the RFP for its own convenience, to accept or reject any or all Proposals received, or to cancel all or part of this RFP. District 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 District, such action shall serve its best interests.

**PROTEST**

Protest will be governed by the District's Purchasing and Contract Policy, a copy of which is available online at: <https://cvpcd.org/transparency>

**PUBLIC NATURE OF PROPOSAL MATERIALS**

All proposals submitted in response to this RFP shall become the property of the District and may be used by the District for any purpose. Proposals received by the District shall not be returned to the Proposer.

Proposer should not include any confidential or private content within the proposal. All documents received are subject to public inspection as defined by the California Public Records Act.



**\*\*\*MODEL LETTER OF AGREEMENT FOR NON-PUBLIC WORKS PROJECTS-  
REMOVE THIS TITLE WHEN USED\*\*\*  
[TO BE INSERTED ON COACHELLA VALLEY PUBLIC CEMETERY DISTRICT  
LETTERHEAD]**

[INSERT DATE]

[INSERT NAME]

[INSERT ADDRESS]

[INSERT CITY, STATE ZIP]

Dear [INSERT NAME]:

Letter Agreement for [Insert Type of Services]

Parties: This letter shall be our Agreement (“Letter Agreement”) regarding the [INSERT TYPE OF SERVICES] described below (“Services”) to be provided by [INSERT NAME OF PERSON OR FIRM AND INDICATE IF IT IS A CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY] (“Consultant”) as an independent contractor to the Coachella Valley Public Cemetery District, a California public cemetery district (“District”) for the District’s [INSERT NAME OF PROJECT] (“Project”). Consultant is retained as independent contractor and is not an employee of the District. District and Consultant are sometimes referred to herein as “Party” or “Parties.”

Services; Schedule of Performance: The Services to be provided include the following: [INSERT DETAILED DESCRIPTION OF SERVICES - IF THE CONSULTANT HAS A SEPARATE SCOPE OF SERVICES DOCUMENT, MAKE SURE IT IS CONSISTENT WITH THE LANGUAGE IN THIS LETTER AGREEMENT, MARK IT AS EXHIBIT “A”, ATTACH IT AND REPLACE THIS PARAGRAPH WITH THE FOLLOWING: ‘The Services to be provided are more particularly described in the Scope of Services attached hereto as Exhibit “A” and are incorporated herein by reference.’]. Services on the Project shall begin immediately and shall be completed by [INSERT DATE], unless extended by the District in writing.

Standard of Care: Consultant shall perform all Services under this Letter 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, and consistent with all applicable laws. 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, including a Business License, and that such licenses and approvals shall be maintained throughout the term of this Letter Agreement.

Substitution of Key Personnel: Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Letter Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Letter Agreement for cause. The key personnel for performance of this Letter Agreement are as

follows: [\*\*\*INSERT NAMES\*\*\*].

Compensation: Compensation shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the rate(s) set forth in Exhibit “B” attached hereto and incorporated herein by reference. The total compensation shall not exceed \$[insert dollar amount] without written approval of the [insert position/title of Department Head, or District Manager]. Consultant’s invoices shall include a detailed description of the Services performed. Invoices shall be submitted to the District on a monthly basis as performance of the Services progresses. District shall review and pay the approved charges within thirty (30) days of receipt of such invoices. If the District disputes any of Consultant’s fees, the District shall give written notice to Consultant, within thirty (30) days of receipt of an invoice, of any disputed fees set forth therein. The District shall review and pay the approved charges on such invoices in a timely manner.

Prevailing Wages: Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. 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. District shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Letter Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

If the Services are being performed as part of an applicable “public works” or “maintenance” project and the total compensation exceeds \$25,000, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

**Insurance:** Consultant shall take out and maintain: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/\$2,000,000 general aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); C. Workers' Compensation Insurance in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Professional Liability (Errors and Omissions) Insurance, if required by the District, that covers the Services to be performed, in the minimum amount of \$1,000,000 per claim and in the aggregate, with conditions and for a term acceptable to the District. Insurance carriers shall be licensed and authorized to do business in California. Such insurance carrier shall have not less than an "A:VII" rating according to the latest Best Key Rating unless otherwise approved by District. Consultant shall add District, its officers, officials, employees, agents, and volunteers as additional insureds on Consultant's Commercial General Liability and Automobile Liability. All insurance coverage maintained or procured pursuant to this Letter Agreement shall be endorsed to waive subrogation against the District, its elected or appointed officers, agents, officials, employees and volunteers, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it.

**Termination:** The District may terminate this Letter Agreement at any time with or without cause. If the District finds it necessary to terminate this Letter Agreement without cause before Project completion, Consultant shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Consultant may terminate this Letter Agreement only upon 30 calendar days' written notice to the District only in the event of District's failure to perform in accordance with the terms of this Letter Agreement through no fault of Consultant.

**Indemnification:** To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, 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, the District, 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.

Laws & Regulations; Employee/Labor Certifications: 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 performance of the Project or the Services. By executing this Letter Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Consultant shall maintain records of its compliance, including its verification of each employee, and shall make them available to the District or its representatives for inspection and copy at any time during normal business hours. The District shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subconsultants, sub-subconsultants and consultants performing any work relating to the Project or this Letter Agreement to make the same verifications and comply with all requirements and restrictions provided herein. Consultant's failure to comply or any material misrepresentations or omissions relating thereto shall be grounds for terminating this Letter Agreement for cause. 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 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. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment in violation of state or federal law. As provided for in the indemnity obligations of this Letter Agreement, Consultant shall indemnify District against any alleged violations of this paragraph, including, but not limited to, any fines or penalties imposed by any governmental agency.

Governing Law; Venue; Government Code Claim Compliance: This Letter Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Letter Agreement, the action shall be brought in a state or federal court situated in Riverside County, State of California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 *et seq.* prior to filing any lawsuit against the District. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the District.

Assignment; Amendment: Consultant shall not assign, sublet, or transfer this Letter Agreement or any rights under or interest in this Letter Agreement without the written consent of the District. This Letter Agreement may not be modified or altered except in writing signed by both Parties. There are no intended third party beneficiaries of any right or obligation of the Parties.

Miscellaneous Terms: This is an integrated Letter Agreement representing the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Letter Agreement, the language of this Letter Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Letter Agreement. The unenforceability, invalidity or illegality of any provision(s) of this Letter Agreement shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the Parties to the addresses set forth in this Letter Agreement.

Coachella Valley Public Cemetery District

Letter Agreement for [\*\*\*INSERT TYPE OF SERVICES\*\*\*]

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Consultant warrants that the individual who has signed this Letter Agreement has the legal power, right and authority to make this Letter Agreement and bind the Consultant hereto. If you agree with the terms of this Letter Agreement, please indicate by signing and dating where indicated below.

**COACHELLA VALLEY PUBLIC CEMETERY DISTRICT**

[\*\*\*INSERT NAME OF CONSULTANT\*\*\*]

Approved By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
[\*\*\*INSERT NAME\*\*\*]  
[\*\*\*INSERT TITLE\*\*\*]

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Date

\_\_\_\_\_  
[\*\*\*INSERT NAME\*\*\*]  
Board Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
[\*\*\*INSERT NAME\*\*\*]  
General Counsel

**EXHIBIT "A"**

**SCOPE OF SERVICES**

[\*\*\*INSERT SCOPE OF SERVICES BY LISTING SERVICES OR ATTACHING SCOPE FROM CONSULTANT; IF ATTACHING SCOPE, DO NOT INCLUDE TERMS AND CONDITIONS FROM THE CONSULTANT\*\*\*]

Coachella Valley Public Cemetery District

Letter Agreement for **\*\*\*INSERT TYPE OF SERVICES\*\*\***

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**EXHIBIT “B”**

**COMPENSATION**

**\*\*\*INSERT CONSULTANT RATE SCHEDULE\*\*\***