

# REQUEST FOR PROPOSALS

## City of South Lake Tahoe Comprehensive Transit Analysis of Current Mobility Services in the South Shore



*Photo: Tahoe Transportation District*

**RFP # 2021-12-10**

# SUMMARY

This RFP seeks to engage a consultant with expertise in operational transit and mobility planning, long-range planning, and evolving mobility technologies. The consultant shall 1) provide an assessment of the Tahoe Transportation District's (TTD) current passenger service and existing service gaps, 2) facilitate the City Council's vision for transit in South Lake Tahoe, 3) identify a comprehensive scope of service level deployment to meet the needs of the South Lake Tahoe community, 4) assess feasibility of the City or other entity assuming transit services and identify necessary resources and/or barriers to effectively managing a transit system in-house, including costs to implement any recommended services and federal (FTA) funding implications. The report results shall enable the City Council to determine the most judicious path forward as it relates to current and future transit deployment.

Proposals are due on or before **12/10/2021 no later than 5pm** (Pacific Standard Time) through the Planet Bids on-line procurement portal, U.S. mail or personal delivery to the address below. Proposals received after the deadline will not be accepted. Fax and e-mail submissions will not be accepted.

City of South Lake Tahoe  
Attn: Lindsey Baker  
Transit Analysis  
City Manager's Office  
1901 Lisa Maloff Way, Suite 230  
South Lake Tahoe, CA 96150

Read this RFP document carefully as the award will be given to the most "responsible and responsive" Proposer responding to this RFP. The City of South Lake Tahoe reserves the right to accept or reject any or all proposals or to make no award at all, to extend the period for accepting proposals, to advertise the RFP at any time and to waive any minor irregularities in any proposals.

In the opinion of the City of South Lake Tahoe, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, please use the Q&A feature that is found within Planet Bids, where the RFP is posted.

Please note that no information given will be binding upon the City unless such information is issued in writing as an official addendum to this RFP.

## TIMELINE OF CRITICAL DATES

<b>Release of RFP</b>	November 12, 2021
<b>Deadline for Question Submittal via Planet Bids</b>	November 19, 2021
<b>RFP submittals DUE</b>	December 10, 2021
<b>Selection Committee Review Period</b>	December 13, 2021-January 7, 2022
<b>Interviews with Three (3) Highest Scored-Vendors</b>	January 18-21, 2022
<b>Award Date</b>	January 28, 2022

# SUBMITTAL PROCEDURES

## **1. Register with the City**

All Proposers **must** complete a “Vendor Information Sheet” to be entered in the City of South Lake Tahoe Vendor Database, which is **required to submit a proposal**. Proposers will be notified by the City of any addenda that may be issued to this Request for Proposal (RFP). Proposers must register in the City’s Vendor Database to be notified of such addenda.

To register, go to: <https://pbsystem.planetbids.com/portal/14997/portal-home> and follow the instructions applicable to Proposer. Following submission, Proposer will receive a confirmation message within 24 hours from the City. Proposers are *solely responsible* for maintaining up to date and accurate information in the Vendor Database.

## **2. Number of Copies**

The Proposer must submit in a sealed package(s) one (1) “Original”, and five (5) complete copy sets of the “Original” response. Proposals shall not be e-mailed or faxed to the City. **Proposals not received by the date and time specified in this RFP, will be rejected.** Documents submitted in response to this RFP will become the property of the City of South Lake Tahoe and will be regarded as public record under California Public Records Act under Government Code 6250 et seq., and subject to review or release to the public, **excluding** financial records marked “confidential” which shall be available for the Proposer to pick up following a review and selection of the firm(s).

## **3. Format**

Font, Type and Style: All proposals shall be professionally prepared (no handwritten proposals will be accepted) and shall not exceed 25 double-sided pages. There are no requirements on font size, type or style.

## **4. Submittal Deadline**

Response to this RFP is due on or before **12/10/2021 no later than 5 p.m.** (Pacific Standard Time) through Planet Bids on-line portal or at City offices (address below). Responses received after the deadline will not be accepted; there are no exceptions. Fax and Electronic-mailed (e-mail) submissions will not be accepted. Submit Proposals to:

City of South Lake Tahoe  
Attn: Lindsey Baker  
Transit Analysis  
City Manager’s Office  
1901 Lisa Maloff Way, Suite 230  
South Lake Tahoe, CA 96150

## **5. Selection Process**

A Selection Committee consisting of City Staff will evaluate the submitted proposals. Proposer(s) will be objectively evaluated based on their responses to the project scope outlined in this RFP. The written proposal should clearly demonstrate how the Proposer could best satisfy the requirements of the City. The Selection Committee will utilize the Evaluation Method and Criteria described on page 9 of this RFP to rate and rank each proposal.

The Selection Committee shall invite the top three (3) scoring Proposers to a Selection Interview in person or via an online video platform. Upon completion of interviews, a recommendation by the Selection Committee to the City Council will be made at that time and awarded in accordance with the City of South Lake Tahoe Procurement Policies & Procedures.

The City of South Lake Tahoe reserves the right to accept or reject any or all proposals or to make no award at all, to extend the period for accepting proposals, to advertise the RFP at any time and to waive any minor irregularities in any proposal.

## **6. Professional Services Agreement**

The Professional Services Agreement with the selected Proposer will begin within 30 days of award of contract. The selected Proposer will be required to sign the City's Standard Professional Services Agreement. A sample Professional Services Agreement is attached hereto, and the City reserves the right to amend or edit this Agreement however it sees fit upon award.

## **7. Reservations**

- a) The City reserves the right to reject any and all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel this Request for Proposal, in whole or in part, or decide to award a contract to perform only some of the services outlined in this Request for Proposal, without liability, obligation, or commitment to any party, firm, or organization.
- b) In addition, the City reserves the right to request and obtain additional information from any Proposer and to negotiate the final scope of services with the selected Proposer. The City is not liable for any costs incurred by Proposers prior to issuance of an agreement, contract, or purchase order. Costs of developing the proposals, oral presentations or any other such expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City of South Lake Tahoe.
- c) Only the City Council of South Lake Tahoe, or the City Manager after being duly authorized by the City Council, may execute the Agreement with the successful Proposer. Further, it is understood that respondents must independently evaluate the information in this RFP and that the City makes no guarantee of data accuracy.

- d) The City reserves the right to waive or permit cure of minor informalities and/or insignificant mistakes such as matters of form rather than substance and to conduct discussions and negotiations with any *qualified respondent* in any manner deemed necessary by the City to serve its best interests. The City also reserves the right, based on its sole judgment and discretion, to award a contract based upon the written proposals it receives without conducting discussions, interviews or negotiations.
- e) If, in the opinion of the City, a proposal contains false or misleading statements or references, it may be rejected without notice to Proposer.
- f) The City reserves the right to obtain written clarification of any point in a Proposer's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in rejection of the proposal.
- g) The City reserves the right, without qualification, to select a Proposer for further discussions based solely on the content of the RFPs and relevant information obtained from others concerning the respondent's respective records of past performance.
- h) Proposer agrees that any response submitted to this RFP will remain current and valid for a period of not less than 120 calendar days from the proposal due date.

**8. Local Business Preference (applies to RFP's over \$50,000 only)**

- a) The City shall apply a five (5) percent discount to all local businesses which submit proposals for services for The City of South Lake Tahoe. The City shall evaluate the local business proposals as though the proposal had been submitted at a cost of five (5) percent lower than the cost submitted.
- b) Local Business shall mean a business which maintains its principal place of business in a fixed office within the City of South Lake Tahoe and possesses a current South Lake Tahoe business license. To establish a principal place of business in South Lake Tahoe, a business must demonstrate the majority of its principals are based in the South Lake Tahoe office, and that it pays South Lake Tahoe payroll taxes on at least 51 percent of its total payroll.

# INTRODUCTION

## **9. Background**

The City of South Lake Tahoe is currently served by the Tahoe Transportation District (TTD) and is considered part of the Lake Tahoe Region CA-NV urbanized area. The Tahoe Basin is a unique region in that it is a tourist-based economy with a population that fluctuates year-round. Specifically, the City of South Lake Tahoe's official population is 22,525, but during weekends and high-seasonal fluctuations can increase to more than 100,000, making base and peak transit service levels challenging to sustain. In addition, the service, restaurant, and hospitality industries largely make up the workforce population. Cost of living and housing are a significant barrier to the predominately low-wage workforce that supports these industries, elevating the critical nature of a reliable, affordable, and connected, transportation network. Without supportive transportation and housing, employers face high rates of employee attrition and difficulty in recruiting skilled workers. While the City is currently addressing the housing element, it is imperative the City also address the community's transportation needs and determine which governmental entity is best suited to run a comprehensive transportation network.

South Lake Tahoe also exists in a unique regulatory environment, due to a Congressional bi-state compact between the states of California and Nevada. The bi-state compact created the Tahoe Regional Planning Agency in 1969, which also serves as the region's federally designated Metropolitan Planning Organization. The Tahoe Transportation District was later created in a 1980 revision to the bi-state compact and is the transit agency that serves the south shore in California and portions of the east shore in Nevada. As of FY 2016, TTD is considered a direct recipient, thus receives 5307 FTA Urbanized Area Formula funds and Bus and Bus Facilities 5339 funding. TTD also entered into an agreement with TRPA and TART (transit for the North Lake Tahoe region) to coordinate transit planning and programming of federal funding.

Serving the City of South Lake Tahoe, TTD provides fixed-route service along US Highway 50 between Stateline, NV and an area commonly known as the 'Y', encompassing a 6-mile stretch of roadway through the city. In addition to this spine service, Lime and Bird Scooters provide limited first/last mile connectivity, and Uber and Lyft currently operate independently in the city. Any future consideration of transit services must address regional transit connectivity across county and state lines. The question remains, is the current service level adequate for South Lake Tahoe's needs and is TTD the agency best suited to run a transportation network in the city or would it be prudent for the City of South Lake Tahoe to deploy transportation services directly?

# SCOPE OF SERVICE

## **10. Scope of Work to be Performed**

This RFP seeks to engage a consultant with expertise in operational transit and mobility planning, long-range planning, and evolving mobility technologies. The consultant shall 1) provide an assessment of the Tahoe Transportation District's (TTD) current passenger service and existing service gaps, 2) facilitate the City Council's vision for transit in South Lake Tahoe, 3) identify a comprehensive scope of service level deployment to meet the needs of the South Lake Tahoe community that includes connectivity to regional transit across state and county lines and identifies opportunities to prioritize electrification, 4) assess feasibility of the City or other entity assuming transit services and identify necessary resources and/or barriers to effectively managing a transit system in-house, including costs to implement any recommended services and federal (FTA) funding implications. The report results shall enable the City Council to determine the most judicious path forward as it relates to current and future transit deployment.

The selected consultant will assess existing TTD operations against industry best practices and peer agencies, conduct focus groups with regional stakeholders to be identified during consultation, but to include, at a minimum, Tahoe Regional Planning Agency, TTD, South Shore Transportation Management Association, Lake Tahoe Community College, and Chamber representatives, and conduct a workshop with the City Council to develop their vision for transit. Additionally, the service analysis shall include a review of all currently provided public transportation services to include, but not limited to, an assessment of the items below.

1. Density: Does the system connect areas of adequate density?
2. Connectivity: Does the current service connect the workforce to employment centers; does it connect to low-income housing, workforce housing, and other areas where potential employees live and work? Does the service connect to entertainment centers or other places residents and visitors want to go?
3. Walkability: Does the infrastructure within a quarter mile of bus stations and bus stops provide easy and walkable access for riders?
4. Convenience: Is the system convenient for riders?
5. Affordability: Is the system affordable to both the transit-reliant and choice riders?
6. Frequency: Does the system provide adequate ride frequency to promote ridership?
7. Travel Time: Does the system get riders where they want to go in an efficient time frame?
8. Reliability: Does the system run on time and make reliable connections with transfers to TTD or other mobility services?
9. Ease of use: Are resources available to successfully and efficiently plan trips?
10. Accessibility: Do all members of the public have equitable access to the system?
11. Passenger Facilities: Does TTD provide adequate shelters, benches and gathering places for current and future stops?
12. Fixed-Asset Management: Do the current fleet yards and real estate meet current needs and maximize ability to leverage federal funding? Include consideration of ownership status.
13. Perception: Does TTD provide an overall positive riding experience for its customers?
14. Service Coverage: Is the system providing adequate transit services inclusive of high-density areas, socio-economic diversity, and Title VI requirements?

After providing an overview of current service and current service gaps, the consultant will then propose recommendations to improve the transportation network and create a roadmap to implement

the recommendations. The roadmap shall address what it would look like for the City of South Lake Tahoe to run the transportation network and clearly outline the resources necessary (financial, staff, and regulatory) to effectively deploy municipally-run transit services; if the services should continue to be run by TTD and if so, with what changes necessary to deploy recommended services; or should there be a third option of running transit via a Joint Powers Authority, public-private partnership, or other structure and steps to get there.

This request for proposal shall be inclusive of all fees, including taxes.



# PROPOSAL CONTENT REQUIREMENTS

**11. Proposal Requirements** - All proposals must include the following information and shall be organized as described below.

## **A. Cover Letter (0-5 points)**

The cover letter shall be addressed to Lindsey N. Baker, MPA, Assistant to the City Manager and Public Information Officer, and at a minimum, must contain the following:

- Identification of Firm, including name, address, and telephone number
- Name, title, address, and telephone number of contact person during period of proposal evaluation
- A statement to the effect that the proposal shall remain valid for a period of not less than 120 calendar days from date of submittal
- Signed by person authorized to bind the Firm to the terms of the proposal

## **B. Executive Summary (10 points)**

The intent of this narrative is to convince the City that the Proposer understands the requirements of the proposal, the nature of the work, and the level of effort necessary to successfully provide the defined services and possesses the qualifications necessary to fulfill the requirements of the Request for Proposals.

## **C. Company History, Background and Experience (0-20 points)**

Describe the Company's history and organizational structure, including the size of the company, location of office(s), and years in business. Include the firm's background, experience, and capacity to undertake the project/services for the City of South Lake Tahoe in conformity with the requirements of the RFP. List the qualifications of each member of the proposed project team. Provide the length of time each member has been an employee of the firm.

## **D. Scope of Work/Implementation (0-35 points)**

Describe the Company's general approach to managing the services to be provided, including an explanation of the methodology to be followed and specific plans to manage, control, and supervise the services in order to ensure satisfactory provision of services. In developing the work plan, reference should be made to the specific requirements and specifications noted in the Introduction and Scope of Services (pages 6-8).

## **E. Project Budget and Timeline (0-25 points)**

Provide a description of the project cost and/or fees itemized according to the RFP proposal, including the firm's hourly rate. The total, all-inclusive maximum price to be bid is to contain all direct and indirect costs, including all out-of-pocket and reimbursable expenses. The City of South Lake Tahoe will not be responsible for the expenses incurred in preparing and submitting the proposal. The Company shall present all costs, fees, taxes, and charges based on achievement of deliverables, which should be outlined in the Company's cost proposal.

Provide a timeline of work and deliverables to be completed, in chronological order, consistent with the requirements outlined in the RFP.

**F. Description of Recent Projects/References (0-5 points)**

Provide a description of at least three (3) completed projects of a similar nature. Describe the size and the type of project, scope of work, original budget, and length of time to complete each project.

Provide samples of the three (3) referenced projects to demonstrate final deliverable.

List dates of service, email addresses, and current phone number of clients' representative(s) that can attest to the quality of services received.

## EVALUATION METHOD & CRITERIA

Proposals will first be reviewed for responsiveness to the requirements. If any information is missing from the required content, the proposal may be deemed non-responsive and returned to proposer and any further review is subject to the City's discretion (see Reservations, page 4).

The Selection Committee will make a recommendation based on the criteria in this Proposal to award the contract/agreement to a selected Proposer. The City may conduct interviews as described on page 4 under Selection Process.

### **12. Evaluation Criteria**

Recommendations for selection will be based on the following weighted criteria of 100 possible points and passing status on all Pass or Fail categories, if any. **This information should match the proposal content requirements on page 7**

Criteria	Points
A. Cover Letter	5
B. Executive Summary	10
C. Company History, Background & Experience	20
D. Scope of Work/Implementation	35
E. Project Budget and Timeline	25
F. Description of Completed Projects/References	5

**ATTACHMENT 1**

**PROFESSIONAL SERVICES AGREEMENT**

**STANDARD TEMPLATE**

CITY OF SOUTH LAKE TAHOE  
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 201X by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and \_\_\_\_\_ ("Consultant").

**RECITALS**

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

**AGREEMENT**

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for \_\_\_\_\_ years.
-

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed \_\_\_\_\_ without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City 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 prior written authorization from City.
6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

7. Ownership of Documents.  
All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant
-

for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.
  - b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.
  - c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.
  - d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.
-

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third-party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,
- b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a) (2)].

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services
-

under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services is performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.
  14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.
-



City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

- a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.
    - i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.
    - ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal
-

injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

- iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
  - iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.
- b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:
- i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.
-

- ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.
  - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.
  - iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.
  - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.
  - vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.
- c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.
- d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.
-

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:                   City of South Lake Tahoe  
                                  1901 Lisa Maloff Way  
                                  South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office  
                                  City of South Lake Tahoe  
                                  1901 Lisa Maloff Way, Suite 300  
                                  South Lake Tahoe, CA 96150

If to Consultant:

Provide a copy to:

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.
18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.
20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.
-

21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, 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, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
  22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. 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. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.
  23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:
    - a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).
    - b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
      - i. The dangers of drug abuse in the workplace;
      - ii. The person's or organization's policy of maintaining a drug-free workplace;
      - iii. Any available counseling, rehabilitation and employee assistance program; and
      - iv. Penalties that may be imposed upon employees for drug abuse violations.
-

- c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:
  - i. Will receive a copy of the Consultant's drug-free policy statement; and
  - ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement, or both, and Consultant may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the Consultant (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the language of the certification in **Exhibit C** be included in all contracts or subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.
  25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
  26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et.seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.
  27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
  28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
  29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
-

- 30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
- 31. Time is of the Essence. Time is of the essence for this Agreement.
- 32. 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 to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:

CONSULTANT:

By \_\_\_\_\_

By \_\_\_\_\_

City Manager

Name, Title

Date \_\_\_\_\_

Date \_\_\_\_\_

Business License # \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_

Date \_\_\_\_\_

City Attorney

ATTEST:

By \_\_\_\_\_

Date \_\_\_\_\_

City Clerk

Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Compensation Schedule
- Exhibit C - Anti-Lobbying Certification



EXHIBIT A

SCOPE OF SERVICES





EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed) \$\_\_\_\_\_

Hourly Rate: \$\_\_\_\_\_/hour

Travel and out-of-pocket expenses \$\_\_\_\_\_

(travel is included in the TOTAL (not to exceed amount))

TOTAL (not to exceed) \$\_\_\_\_\_

TIMELINE



EXHIBIT C

**ANTI-LOBBYING CERTIFICATION**

**Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than \$10,000 and no more than \$100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:

Name, Title

By: \_\_\_\_\_

Date \_\_\_\_\_

---