



# CITY OF SOUTH LAKE TAHOE

## Procurement

### Policies & Procedures

*Ordinance Adopted and Approved by the City Council April 1, 2014  
Procedures drafted by the City Attorney's Office and the Finance Dept.*

*Approved by the City Manager September 2014*

#### Quick Guide to Purchasing

Dollar limit	For Materials, Supplies, Equipment & Services	Forms Required	Signing Authority
<b>\$0 - \$6,999.99</b>	Discretionary purchases; no RFP or Invitation to Bid required. Purchase using Cal Card, or vendor invoice- signed, "ok to pay" with account number on invoice. <b>All services performed by an outside vendor at a City-owned property require a Purchase Order.</b>	Signed invoice with acct. # or PO for service	Supervisor/ Designated Purchaser
<b>\$7,000 – \$19,999</b>	Requires 3 informal quotes; or Sole Source Justification form Attach Quote Information Form for each quote received, or attach approved Sole Source Justification form, to the invoice and forward to Accounts Payable for payment. Purchase using vendor invoice, or PO if required by vendor; provide budgeted account number and proper signing authority to Finance Department. <b>All services performed by an outside vendor require a Purchase Order or Professional Services Agreement, (Defer to City Attorney's Office for clarification).</b>	3-Quote Information Forms; or Sole Source Signed invoice w/ acct# or PO for service	Department Head
<b>\$20,000 - \$49,999</b>	Requires 3 informal quotes or Sole Source Justification form Attach Quote Information Form for each quote received, or attach approved Sole Source Justification form to the invoice and forward to Accounts Payable for payment). Provide budgeted account number and proper signing authority. <b>All services and purchases of goods require a written contract provided by the City Attorney's office.</b>	All above + -Contract Routing Form - PSA/ Purch. Agreement	Department Head and City Manager
<b>\$50,000 +</b>	Requires Formal Bid process with City Council approval. <b>All services and purchases of goods require a written contract provided by the City Attorney's office.</b>	All above + - RFP or BID -Staff report	City Council

**NOTE:** ALL construction, reconstruction, alteration, renovation, improvement, demolition, painting, re-painting and repair work involving ANY publicly owned, leased, or operated facility is considered a Public Project and is subject to the City's Public Works Code and the Uniform Public Construction Cost Accounting Act." **Contact the Public Works Department (ext. 6034) for further direction prior to engaging in any of these activities.**

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## I. Discretionary Purchases

**\$0 - \$6,999**

*Items and services less than \$7,000 are considered discretionary purchases and can be purchased directly by a City department without the use of a proposal or bidding process. The \$7,000 includes tax, shipping, and handling. Purchasers should use their best efforts and judgment to procure the items or service at the best value to the City. To streamline efficiencies; the Finance Department encourages the use of Cal-Card credit cards for these purchases; or direct invoicing from the Vendor. Purchase Orders may be used if required by the Vendor. Refer to your Department approved budget to verify available budget prior to approving purchase.*

**SIGNING AUTHORITY.** Discretionary Purchases require the approval signature of the Department Supervisor or the designated “Purchaser” for the department. Accounts Payable will not pay the invoice without the authorized signature.

### **DISCRETIONARY PURCHASES PROCESS.**

1. Verify funding availability. Confirm that funding is available in your current department budget. If there is no funding identified or the funding has not been approved and loaded into your current fiscal year budget, **STOP**. You may not proceed with the purchase of good or service until City Council or City Manager has approved the funding appropriation to your department budget.
2. Department ensures that the vendor has obtained a **City Business License** and has the requisite insurance. The License must be obtained *before* work commences.
3. All **on-site services\*** less than \$7,000 require the use of a Purchase Order (you cannot use a Cal Card for services on City property).
  - a. For purchase orders (PO) and blanket purchase orders follow the procedures for issuing a PO (see page 5) and submit your invoice with the PO number clearly noted on the invoice to Accounts Payable for payment.
4. All other purchases (i.e. goods and materials) may use a Cal Card.
  - a. For Cal Card purchases: Follow the guidelines provided in your Cal Card binder and submit to Accounts Payable as specified in your training manual.
  - b. For direct invoicing from the vendor: verify that the packing slip matches what you ordered and the items are received in good condition; take note of backordered items and verify shipping charges. Mark any changes or information on your invoice and sign or stamp “OK to pay”; either write the correct amount to pay if changes have been made or circle/highlight the total on the invoice and clearly note the budgeted account number for payment. A “Request for Payment” cover sheet can also be used for your invoice. Please note: A packing slip is not an invoice. A valid invoice must be submitted for payment.

\* An **on-site service** is any repair service, maintenance, or professional service conducted on the property of any city-owned facility.

**\*\* Public Project:** Construction, reconstruction, alteration, renovation, improvement, demolition, painting, re-painting and repair work involving ANY publicly owned, leased, or operated facility is considered a Public Project and is subject to the City’s Public Works Code and the Uniform Public Construction Cost Accounting Act.” **Contact the Public Works Department (ext. 6034) for further direction prior to engaging in any of these activities.**

## II. INFORMAL SOLICITATIONS \$7,000 - \$49,999

*Purchases and services between \$7,000 and \$49,999 are subject to **informal** competitive bidding and proposal processes. In calculating the total amount; include tax, shipping and handling as well as total lease or contract cost over the life of the contract or lease.*

**SPLITTING PURCHASES PROHIBITED.** Pursuant to SLTCC § 22-26, it is unlawful to split or separate any public project into smaller work orders or projects for the purpose of circumventing or evading these requirements.

### SIGNING AUTHORITY

**\$7,000 - \$19,999:** The Department Head may approve contracts and expenditures up to \$19,999.99 and must sign all corresponding invoices, POs, and/or Requests for Payment

**\$20,000 - \$49,999:** The City Manager may approve and must sign all Contracts, Purchasing Agreements, and/or POs between \$20,000 and \$49,999. The City Manager requires a **“Contract Review Routing Form”** (Exhibit C, page 15) be submitted with the Agreement/ Contract when requesting approval.

**INFORMAL BID AND PROPOSAL PROCESS:** The following processes are to be followed by the *Department Head or his/her Designee*. This may include any employee who is the designated purchaser of a good or service or is the project manager for a project.

1. Verify funding availability. Confirm funding is available in your current department budget. If there is no funding identified or the funding has not been approved and loaded into your current fiscal year budget, **STOP**. You may not proceed with the purchase of good or service until City Council or City Manager has approved the funding appropriation to your department budget.
2. Department ensures that the vendor has obtained a **City Business License** and has the requisite insurance. The License must be obtained *before* work commences.
3. Contact at least three individuals, companies and/or entities and complete Quote Information Form (Exhibit B, pg. 13) for each quote received; or to reach a broader spectrum of qualified vendors, you may circulate an RFP or Invitation to Bid.
4. If three quotes cannot be obtained, complete a Sole Source Request Form approved by the City Manager and Department Head (Exhibit A).
5. Department selects lowest responsible quote (i.e. the Department selects the quote which is responsive to the needs of the department and is the lowest in price).
6. **\$7,000 - \$19,999:** PSA, PO, or direct invoice may be used
7. For purchases and services **over \$20,000**; submit the **“Contract Routing Form”** (Exh.C, pg.15) to Finance (Financial Services Manager), with the account number and amount of purchase for budget verification and signature.
8. **\$20,000 - \$49,999:** Contract or PSA must be used; signed by City Manager
9. Department Head prepares the contract using the appropriate template (PSA, pg. 28), (Purchasing Agreement, pg.43) and submits it to the Assistant City Attorney for review.

Upon approval; Department Head submits contract to the Vendor for signature. Once signed, submit the Contract along with the **“Contract Routing Form”** to the City Attorney for signature; and on to the City Manager for final signature and approval. City Manager’s office will send a copy to the City Clerk’s office for records retention. Department Head ensures that Vendor/Proposer receives a fully executed copy of the contract; and places the order for product or service.

10. Department sends the following documents to Finance when requesting payment:
  - (a) Signed invoice and/or Request for Payment, PO, or Contract
  - (b) Business License # (where necessary)
  - (c) Original Request for Quotes
  - (d) All completed quotation information sheets, one per quote
  - (e) Sole source Request Form (see page 12) if used
  - (f) Proof of Insurance, where required
  - (g) Gov’t. contract information-if used

### How and When do I Use a Purchase Order (PO)?

*\* Purchase Orders **must** be used when requesting an **on-site service** of any kind on City property. This protects the City while outside vendors are doing business on/ in City-owned property*

*\* Purchase Orders **can** be used when a vendor does not accept Cal-Cards or when a vendor will not invoice the City without a PO*

**Creating a PO:** Department Head or Designated Purchaser verifies available budget and enters a Purchase Requisition (PR) into the IFAS system. The PR is sent electronically to the Department Head for authorization. Once approved it is sent electronically to Finance and is converted into a PO. Finance will print the PO and send it back to the Department; the Authorized signer should approve the PO and the Department sends it the vendor.

**Payment of a PO:** Verify the packing slip matches what you ordered and the items are received in good condition; take note of backordered items and verify shipping charges. Mark any changes or information on your invoice and sign or stamp “OK to pay” on the invoice. Clearly write the PO number on the invoice and note the correct amount to pay if changes have been made; or highlight the total on the invoice. The authorized signor must review and sign the invoice prior to sending to Accounts Payable for payment. Invoices without proper signatures will not be paid

### Blanket Purchase Orders

*Blanket Purchase Orders (“BPOs”) act as in-store charge accounts and can be issued to vendors whom departments use on a frequent basis; or in the case where a vendor does not accept Cal-Cards and will not invoice the City directly*

\* BPOs may be issued when a department has budget authority to incur expenses covering the limit of the BPO. This amount should be enough to cover anticipated expenditures for a minimum of 6 months and a maximum of a 12 months. BPOs may serve as authority to make purchases within established, not-to-exceed, monetary limits (SLTCC § 22-32)

\* Follow the same directions as a PO, but note on the PR “This is a BPO,” and include a “not-to-exceed” amount.

### III. FORMAL INVITATIONS TO BID and REQUESTS FOR PROPOSALS \$50,000 AND OVER

*Purchases and services over \$50,000 are subject to **formal** competitive bidding. Total cost should include tax, shipping and handling; as well as total lease or contract cost over the life of the contract or lease. The process for obtaining goods and services over this dollar limit is set forth below.*

**SPLITTING PURCHASES PROHIBITED.** Pursuant to SLTCC § 22-26, it is unlawful to split or separate any public project into smaller work orders or projects for the purpose of circumventing or evading these requirements.

**SIGNING AUTHORITY.** All purchases of goods and services over \$50,000 must have City Council approval and must be signed by the Mayor.

**FORMAL BIDDING PROCESS.** The following processes are to be followed by the Department Head or his/her Designee. This may include any employee who is the designated purchaser of a good or service or is the project manager for a project.

1. Verify funding availability. Confirm that funding is available in your current department budget. If there is no funding identified or the funding has not been approved and loaded into your current fiscal year budget, **STOP**. You may not proceed with the purchase of good or service until City Council or City Manager has approved the funding appropriation to your department budget.
2. Department ensures that the vendor has obtained a **City Business License** and has the requisite insurance. The License must be obtained *before* any work commences.
3. Depending on the type of service and/or good sought, Department Head prepares and circulates a *Request for Proposals (RFP)*, or *Invitation to Bid* (see Exhibits E and F for description of the contents and requirements for RFPs and Invitation for Bids).
4. RFP or Invitation to Bid is reviewed and approved by the City Manager prior to circulation.
5. RFP or Invitation to Bid is posted online at planetbid.com or circulated via similar means. For Invitation to Bid, bid opening date is listed in the invitation.
6. Bids or proposals are submitted to the Department Head via planetbid.com, mail, or email.
7. For Invitations to Bid, Department Head opens bids at the date, time, and location specified in the invitation. The public may attend. Bids shall be open for public inspection at the office of the Department Head during regular business hours for a period of 30 days after the bid opening.
8. Department Head selects Bid or Proposal Evaluation Committee (see page 8), and drafts the Evaluation Scorecard (Exhibit D, pgs. 17-18).
9. Bids are evaluated by the Bid Evaluation Committee.
10. **Local Business Preference:** The City shall apply a five percent (5%) discount to all Local Businesses which submit bids for materials, supplies, equipment, and services for non-public projects. The City shall evaluate the Local Businesses' bids as though the bid had been submitted at a cost of 5% lower than the cost submitted (SLTCC § 22-1(f)). 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. (SLTCC § 22 Article 1 (A))

11. Department Head contacts losing bidders and informs them that the City has selected another bidder.
12. Department Head contacts winning bidder and negotiates terms of contract along with assistance of City.
13. Department Head ensures that winning bidder has obtained a City Business License and has the requisite insurance. The License must be obtained *before* any work commences.
14. Bidder's Security: When deemed necessary, bidder's security may be prescribed in invitations to bid, RFPs, and RFQs. Bidders shall be entitled to return of bid security; provided however, that a successful bidder shall forfeit his or her bid security upon his or her refusal or failure to execute that contract within ten days after receipt of contract (SLTCC § 22-1(G)).
15. Department Head prepares staff recommendation and places recommendation for award of bid on next available City Council Agenda (see page 10 for description of contents of staff recommendation).
16. Department sends the following documents to the Finance Department:
  - (a) Signed invoice and/or Request for Payment, PO, or Contract
  - (b) Original RFP or Invitation to Bid
  - (c) All bids received
  - (d) All Bid Evaluation Scorecards
  - (e) Sole source Request Form, if used
  - (f) Copy of signed Resolution
  - (g) Proof of Insurance

### **Sole Source Purchases**

Where an acquisition would otherwise be subject to formal competitive bidding, the acquisition of materials, supplies, equipment, or services from a sole source may be permitted only where the requesting department submits to the Finance Department and the City Attorney's office an explanation as to why a sole source is necessary and in the best interest of the City. (SLTCC § 22-5)

Preference for one vendor, product or service does not constitute a Sole Source. Once the Department Head determines a Sole Source is necessary, a Sole Source Request Form must be completed and either (1)(under \$50k) submitted to the City Manager for approval or (2) (over \$50K attached to the Staff Report for City Council approval of the Sole Source).

### **Cooperative Purchasing**

Where another governmental agency performs a solicitation and/or bid process for the City and/or multiple agencies or jurisdictions, and where the purchase of materials, supplies and equipment is based upon an agreement or cooperative purchasing program pursuant to authority granted by statute or ordinance, pursuant to contractual arrangement between the city and said governmental agency, or pursuant to a determination by the City Manager that the governmental agency conducted a competitive bidding process, the City may purchase materials, supplies, and equipment based upon the governmental agency's solicitation and/or bid process without complying with the bidding requirements of this policy. (SLTCC § 22-8).

## IV. TYPES OF FORMAL SOLICITATIONS

There are two types of solicitations that the City may use when seeking purchases over \$50,000: **REQUEST FOR PROPOSALS (RFP)**. RFPs are generally used when the City is seeking a service.

- ➔ RFPs are subject to three proposals but are **not** subject to competitive sealed bidding procedures
- ➔ Examples: Airport Master Plan consultant; Concessionaire for food stand.

**INVITATIONS TO BID.** Invitations to bid are used when the City is seeking a specific good, material or tangible object.

- ➔ Invitations to Bid are subject to competitive sealed bidding procedures.
- ➔ Examples: Purchase of energy savings unit; purchase of new vehicles.

## V. REVIEW of INVITATION TO BID and PROPOSALS

**EVALUATION COMMITTEE .** The Evaluation Committee shall be comprised of at least three (3) individuals, including:

- At least one employee from the same department as the Department Head, OR an employee with knowledge of the subject matter of the service or good.
- An employee of the Finance Department.

### EVALUATION SCORECARD

1. Bids and proposals shall be evaluated based on an Evaluation Scorecard which sets forth the total possible points for each category of evaluation. (**See Exhibit D**).
2. Evaluators shall each complete their evaluation cards in confidence.
3. Evaluators shall give a point score and Comments for each evaluation category.
4. The Evaluation Committee provides its results to the Department Head/or Designee.

### REJECTION, TIE BIDS, AND REJECTION OF ALL BIDS

1. A bid or proposal may be rejected by the Evaluation Committee where it is found that the bid or proposal is “non-responsive.” Where Evaluation Committee chooses to reject one or all bids, Committee shall confer with the City Attorney on the rejection.
2. Any of the following conditions may render a Bid “non-responsive”
  - (a) The bid or proposal does not strictly conform to the required specifications as set forth in the RFP or Invitation to Bid (the City may waive immaterial, minor irregularities in bids).
  - (b) The bidder or proposer has demonstrated that they are unable to satisfactorily meet the responsibilities required of the contract.
  - (c) The bidder’s or proposer’s products or services have been demonstrated, through documented past performance in the industry or through prior use by the City, to be incapable of satisfactorily meeting the accepted demands required of the product or service.

3. Tie Bids. If two or more bids are for the same total amount or unit price and if the responsibility and final score (from the Evaluation Scorecards) are equal, the Department Head or City Council may award to whichever bidder or proposer it so chooses.

## VI. STAFF RECOMMENDATIONS FOR FORMAL BIDS

Staff Recommendations for Formal bids and proposals shall be drafted and presented by the Department Head or his/her designee. These Staff Recommendations should contain the following elements:

1. A description of the project for which the RFP or Invitation to Bid was circulated.
2. A brief summary of the bids or proposals received.
3. A description of the reasons that the winning bidder or proposer was selected.
4. The account number and appropriate budget to fund the product, service, or project.
5. The recommended bidder or proposer's original submission shall be attached.

## VII. BID PROTESTS

A non-selected bidder may protest the award of an Invitation to Bid. A non-selected proposer may not protest the award of an RFP.

**BID PROTEST PROCEDURES.** Per SLTCC § 22-1(E), a written Bid Protest must be received by the City Clerk no later than seven (7) calendar days after the City's selection of the winning bidder or no later than ten calendar days from the date that the City issues notice of designation of a bidder as non-responsible.

**CONTENTS OF BID PROTEST.** The Bid Protest shall state all grounds claimed for the protest and include supporting documentation. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.

**BID PROTESTS PRESENTED TO COUNCIL.** Where award of the contract is to be made by the City Council, the City Clerk shall place a discussion of the Bid Protest on the next regularly scheduled Council Meeting Agenda and the City Council shall determine whether, based on the Protest, to award the contract to the selected bidder, to reject all bids, or to award the contract to the next responsible bidder. Staff Recommendations addressing a Bid Protest shall contain the following elements:

1. A description of the project for which the Invitation to Bid was circulated.
2. A brief summary of the bids received.
3. A description of the reasons that the winning bidder was selected.
4. A description of the reasons that the bid is being protested.
5. The winning bidder's original bid shall be attached.
6. The protesting bidder's original bid shall be attached.
7. All Bid Evaluation Scorecards shall be attached.
8. The Bid Protest shall be attached.

# EXHIBIT A

## SOLE SOURCE JUSTIFICATION REQUEST FORM

# SOLE BRAND/SOLE SOURCE REQUEST JUSTIFICATION/APPROVAL FORM

SOLE SOURCE VENDOR: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE NO. \_\_\_\_\_  
ITEM TO BE PURCHASED: \_\_\_\_\_  
DOLLAR AMOUNT: \_\_\_\_\_

## Check reasons for sole source request:

1. \_\_\_\_\_ **Proprietary:** The item is held under exclusive title, trademark, or copyright by a private person or company; a proprietary distributorship would also apply.

\_\_\_\_\_ **Standardization:** The City requires the item(s) to standardize parts, design, quality, etc.  
Explain: \_\_\_\_\_

\_\_\_\_\_ **Sole Source:** No other items are known to exist which perform the same function.

2. Describe the product service: \_\_\_\_\_  
\_\_\_\_\_

3. Describe how the product or service is unique and one-of-a-kind: \_\_\_\_\_  
\_\_\_\_\_

4. Is the product or service available from other distributors? \_\_\_\_\_  
If YES, list names of vendors: \_\_\_\_\_  
If NO, explain why the product/service is available from only one source and what avenues you pursued to confirm that this is factual. \_\_\_\_\_  
\_\_\_\_\_

5. Can your requirements be modified to allow competitive products or services be used?  
Explain: \_\_\_\_\_

**DEPARTMENT/DIVISION:** \_\_\_\_\_

**DEPARTMENT HEAD SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**DIVISION HEAD SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**\* CITY MANAGER SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

\* Requests over \$7,000 require **City Manager's** approval. Requests over \$50,000 requires City Council's approval.

# EXHIBIT B

## REQUEST FOR QUOTES QUOTATION INFORMATION FORM

# REQUEST FOR QUOTES QUOTATION INFORMATION

(To be completed by Designated Purchaser for each quote received)

Description of Request for Quotes (describe goods or services sought, including quantity, model number, color, size, delivery date requirements, freight charges, or any other charges): \_\_\_\_\_

\_\_\_\_\_

Date Quote Received: \_\_\_\_\_

Project Manager Name (name of person receiving quote): \_\_\_\_\_

Company Name (name of company/vendor providing quote): \_\_\_\_\_

Quoted By (name of company/vendor representative providing quote): \_\_\_\_\_

Quote Amount: \$ \_\_\_\_\_

Promised Delivery Date: \_\_\_\_\_

Eligible for Local Bidder Preference? (Y/N). If Yes, indicate quote amount, taking into consideration the 5% local bidder's discount): \_\_\_\_\_

Warranty (describe warranty quoted by vendor): \_\_\_\_\_

Additional Information (provide additional information including: differentiation between good/service requested by City; good/service quoted by company/vendor; and provide any additional pertinent information relevant to the bid): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# EXHIBIT C

Contract/Agreement

Routing Form

Template



# CONTRACT /AGREEMENT/DEED REVIEW ROUTING FORM



<b>STAFF CONTACT INFORMATION</b>	<ul style="list-style-type: none"> <li>• NAME:</li> <li>• DEPARTMENT:</li> <li>• PHONE:</li> <li>• DATE OF SUBMITTAL:</li> </ul>
<b>CONTRACT/ AGREEMENT INFO.</b>	<ul style="list-style-type: none"> <li>• NAME:</li> <li>• CONTRACTOR/CONSULTANT:</li> <li>• START:                      END:                      OPTION TO RENEW:</li> <li>• AMOUNT OF CONTRACT: \$</li> </ul>
<b>BUDGET INFORMATION</b>	<ul style="list-style-type: none"> <li>• ACCOUNT NO.:</li> <li>• FUNDING VERIFIED:</li> </ul>

## TYPE OF CONTRACT

- |                                   |                                       |
|-----------------------------------|---------------------------------------|
| <input type="checkbox"/> PSA      | <input type="checkbox"/> LEASE        |
| <input type="checkbox"/> PURCHASE | <input type="checkbox"/> EASEMENT     |
| <input type="checkbox"/> LICENSE  | <input type="checkbox"/> CONSTRUCTION |
| <input type="checkbox"/> MOU      | <input type="checkbox"/> DEED         |

REVIEWING AUTHORITY	SIGNATURE	DATE SIGNED
<ul style="list-style-type: none"> <li>• FINANCE DEPT.</li> <li>• DEPT. DIRECTOR</li> <li>• CITY ATTORNEY</li> <li>• CITY MANAGER</li> <li>• CITY CLERK</li> </ul>	<ul style="list-style-type: none"> <li>• _____</li> <li>• _____</li> <li>• _____</li> <li>• _____</li> <li>• _____</li> </ul>	<ul style="list-style-type: none"> <li>• _____</li> <li>• _____</li> <li>• _____</li> <li>• _____</li> <li>• _____</li> </ul>

**City Council Approval Date:**  
*(If Applicable)*

# EXHIBIT D

## BID EVALUATION SCORECARD

**EVALUATION FORM**  
**SOUTH LAKE TAHOE REQUEST FOR PROPOSALS/ INVITATION TO BID**  
**INSERT RFP/BID TITLE AND NUMBER HERE**

Evaluators must give a numeric score for each of the five categories described below. The numeric score may be as low as zero, and may be no greater than the maximum score set forth in the point range for each category. Evaluators should explain the reasoning for their allocation of points in the "Comments" section of each category. Attach additional sheets if necessary.

Vendor / Proposer: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_

**I. RESPONSIVENESS OF PROPOSAL/ BID (P/F)**

The Pass or Fail shall be based upon the vendor's compliance with the requirements for proposals/bids as set forth in the RFP/ Invitation to Bid, including quality, clarity, and conformance with instructions therein, and shall take into consideration the quality of the Cover Letter and Introduction.

Pass/Fail \_\_\_\_\_

Comments \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**II. EXPERIENCE, BACKGROUND & QUALIFICATIONS (0-30 points)**

Scoring shall be based upon the vendor's demonstrated experience in \_\_\_\_\_; the vendor's financial stability; record of past performance; client references and referrals

Total Points \_\_\_\_\_

Comments \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

III. PROPOSED PLAN OR RESPONSES TO FUNCTIONAL AND TECHNICAL REQUIREMENTS (0-25 points)

Scoring shall be based upon the vendor's ability to meet the requirements set forth in Section \_\_\_\_\_ of the RFP/ Invitation to Bid (Technical Specifications, Scope of Work and Functional /Technical Requirements), including the quality and availability of supplies and goods required, if any. For this section, it will be helpful to divide up evaluation categories with lesser point values (i.e have sub-categories each worth 10 points).

Total Points\_\_\_\_\_

Comments\_\_\_\_\_

---

IV. COMPENSATION SCHEDULE (0-30 points)

This category shall be provided to assess evaluation of any other portion of the services not covered by the remainder of this evaluation form, or specific skills, services and goods that should be highlighted. If applicable, this section can/should be "ability" of the vendor/bidder to provide future maintenance and services for the subject matter of the contract.

Total Points\_\_\_\_\_

Comments\_\_\_\_\_

---

V. FINANCIAL CAPABILITY (P/F)

Scoring shall be based upon the proposer's/bidder's ability to establish its financial capability to complete the work or provide the goods or services requested.

P/F\_\_\_\_\_

Comments\_\_\_\_\_

---

TOTAL COMBINED POINTS:\_\_\_\_\_

(Add total points from Sections I, II, III, IV, and V)

RANKING:\_\_\_\_\_

# EXHIBIT E

## STANDARD RFP TEMPLATE-EXAMPLE



## REQUEST FOR PROPOSALS

TITLE

PICTURE

**RFP # date of award yyyy-mm-dd**

# SUMMARY

**The City of South Lake Tahoe is requesting proposals from...brief summary of who/what we are looking for**

Proposals are due on or before **MM/DD/YYYY no later than 12:00 p.m.** (Pacific Standard Time) at City offices (1901 Airport Road, South Lake Tahoe, CA 96150). Proposals received after the deadline will not be accepted. Proposals and required copies must be submitted by U.S. mail or personal delivery to the address below. Fax and Electronic-mailed (e-mail) submission will not be accepted.

City of South Lake Tahoe  
Attn:  
RFP Title  
1901 Airport Road  
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>	
<b>Mandatory Pre-Proposal Meeting</b>	<b>Write N/A or Delete Row</b>
<b>Deadline for Question Submittal via Planet Bids</b>	
<b>RFP submittals DUE</b>	
<b>Selection Committee Review Period/Interviews</b>	
<b>Award Date</b>	

# 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: [http://vendors.planetbids.com/SLTahoe/vendor\\_registration.cfm](http://vendors.planetbids.com/SLTahoe/vendor_registration.cfm) 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 single sided and professionally prepared (no hand written proposals will be accepted). There are no requirements on font size, type or style requirements.

Not Bound: Proposals shall not be bound with anything other than a clip or staple to allow the City to make additional copies as needed. No comb binding or permanent binding is permitted.

## 4. Submittal Deadline

Response to this RFP is due on or before **MM/DD/YYYY no later than 12:00 p.m.** (Pacific Standard Time) at City offices (address below). Responses received after the deadline will not be accepted; there are no exceptions. Fax and Electronic-mailed (e-mail) submission will not be accepted. Submit Proposals to:

City of South Lake Tahoe  
Attn:  
RFP Title  
1901 Airport Road  
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 8 of this RFP to rate and rank each proposal.

If more information is needed following a review of the Proposals, the Selection Committee *may* invite one or more of the Proposers to a Selection Interview. Upon completion of interviews, (if needed) a recommendation by the Selection Committee to the City Manager/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 of this Agreement is attached hereto, and the City reserves the right to amend or edit this Agreement however it sees fit.

## **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 percent discount to all local businesses which submit proposals for services for The City of South Lake Tahoe. The City shall evaluate the local businesses' proposals as though the proposal had been submitted at a cost of five percent lower than the cost submitted.
- b) Local Business shall mean a business which maintains its principle 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 principle 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.

#### **9. Bidder's Security**

- a) When deemed necessary, bidders security may be prescribed in invitations to bid, RFP's and RFQ's. Bidders shall be entitled to return of bid security; provided however, that a successful bidder shall forfeit his or her bid security upon his or her refusal or failure to execute that contract within 10 days after receipt of contract.

# INTRODUCTION

## 8. Background

Background information that would be relevant to what service is being requested

## 9. Objective

What is the City's primary objective? What are we trying to accomplish through this RFP?

# SCOPE OF SERVICE

## 10. Scope of Work to be Performed

- List all technical and general specifications of service, etc....
- Be specific with all details and descriptions.
- Request proposal to be all inclusive of all fees, incl taxes, delivery charges etc...
- Request implementation schedule, timeline, delivery date etc...

# PROPOSAL CONTENT REQUIREMENTS

**11. Proposal Requirements** - All proposals must include the following information and shall be organized as described below. **Criteria titles and points should be edited or deleted as needed for each RFP –**

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

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

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

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

**E. Project Budget (0-25 points)**

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

# 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	25
F. Description of Recent Projects/References	5

ATTACHMENT 1

SAMPLE

PROFESSIONAL SERVICE AGREEMENT

**CITY OF SOUTH LAKE TAHOE  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2014 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 are 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 or not 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 of 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 a 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 insured's 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 Airport Rd.  
   South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office  
   City of South Lake Tahoe  
   1901 Airport Road, 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. 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.
26. 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.
27. 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.
28. 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.

29. 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.
30. Time is of the Essence. Time is of the essence for this Agreement.
31. 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 \_\_\_\_\_

Nancy Kerry, City Manager

Name, Title

l

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

APPROVED AS TO FORM:

By \_\_\_\_\_

Thomas T. Watson, City Attorney

ATTEST:

By \_\_\_\_\_

Susan Alessi, 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: \_\_\_\_\_

# EXHIBIT F

## STANDARD

### INVITATION TO BID

### TEMPLATE-EXAMPLE



# City of South Lake Tahoe

*"making a positive difference now"*

## INVITATION TO BID

**TITLE**

Picture

**BID# date of award yyyy-mm-dd Title**

*\*note: Formal Bids must be posted for minimum of 30 days*

# SUMMARY

The City of South Lake Tahoe is requesting formal competitive bids from qualified professional vendors/firms for (short sentence describing what you are looking for).

Sealed or Electronic Bids are due on or before MM/DD/YYYY no later than 12:00 p.m. (Pacific Standard Time) at City offices (Department Address, South Lake Tahoe, CA 96150). Bids received after the deadline will not be accepted. Electronic Bids must be uploaded by said time and date. Sealed Bids and required copies must be submitted by U.S. mail or personal delivery to the address below. Fax and Electronic-mailed (e-mail) submission will not be accepted. Sealed paper bids must be marked "BID yyyy-mm-dd Title" and mailed to:

City of South Lake Tahoe  
Attn: Department Head  
Title of Bid  
City Address  
South Lake Tahoe, CA 96150

Bidders will be notified by the City of any addenda that may be issued to this Formal Invitation to Bid (BID). Bidders must register in the City's Vendor Database to be notified of such addenda (see page 3 for instructions on how to register).

Read this BID document carefully as the award will be given to the "lowest qualified responsible bidder" responding to this BID. The City reserves the right to reject any or all bids. Bids will be publicly opened and read aloud at the "department address" office immediately after the closing of the bid.

In the opinion of the City of South Lake Tahoe, this BID 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 BID 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 BID.

## TIMELINE OF CRITICAL DATES

Release of Formal Competitive Bid	xx-xx-xxxx
Mandatory Pre-Bid Meeting	*optional
Deadline for questions Submitted via Planted Bids	xx-xx-xxxx
Questions & Answers Uploaded	xx-xx-xxxx
Formal Bid Due/ Bid opening	xx-xx-xxxx
City Council Award	xx-xx-xxxx

# SUBMITTAL PROCEDURES

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

All Bidders **must** complete a “Vendor Information Sheet” to be entered in the City of South Lake Tahoe Vendor Database, which is required to submit a bid. Go to this website address: [http://vendors.planetbids.com/SLTahoe/vendor\\_registration.cfm](http://vendors.planetbids.com/SLTahoe/vendor_registration.cfm) and follow the instructions applicable to Bidder. Following submission, Bidders will receive a confirmation message within 24 hours from the City. Bidders are *solely responsible* for maintaining up to date and accurate information in the Vendor Database.

## **2. Number of Copies**

The Bidder must submit in a sealed package(s) one (1) “Original”, and five (5) complete copy sets of the “Original” response. Bids shall not be e-mailed or faxed to the City. **Bids not received by the date and time specified in this BID, will be rejected.** Documents submitted in response to this BID 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 bidder to pick up following a review and selection of the bid.

## **3. Format**

Font, Type and Style: All proposals shall be single sided and professionally prepared (no hand written proposals will be accepted). There are no requirements on font size, type or style requirements.

Not Bound: Proposals shall not be bound with anything other than a clip or staple to allow the City to make additional copies as needed. No comb binding or permanent binding is permitted.

## **4. Submittal Deadline**

Response to this BID is due on or before **MM/DD/YYYY no later than 12:00 p.m.** (Pacific Standard Time) at City offices (address below). Responses received after the deadline will not be accepted; there are no exceptions. Fax and Electronic-mailed (e-mail) submission will not be accepted. Submit Sealed Bids to:

City of South Lake Tahoe  
Attn: **Department Head**  
**“BID yyyy-mm-dd Title”**  
**Department Address**  
South Lake Tahoe, CA 96150

## **5. Selection Process**

A Selection Committee consisting of City Staff will evaluate the submitted bids. Bids will be objectively evaluated based on their responses to the Scope of Work outlined in this BID. The written bid should clearly demonstrate how the bidder could best satisfy the requirements of the

City. The Selection Committee will utilize the Evaluation Method and Criteria described on page 9 of this BID to rate and rank each proposal.

Following a review of the Bids, the Selection Committee may invite one or more of the bidders to a Selection Interview. Upon completion of interviews, the Selection Committee will submit a recommendation to the City Manager. 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 bids, to advertise the BID at any time and to waive any minor irregularities in any bid.

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

## **6. Purchase Agreement/ Contract**

Upon approval of the Award by City Council; a written Purchase Agreement or Contract will be issued by the City Attorney's Office. The Agreement is in force through the time period specified in the Scope of Work in the bid. The selected Bidder will be required to sign the City's Purchase Agreement or Contract. A sample of this Agreement is attached hereto, and the City reserves the right to amend or edit this agreement however it sees fit. No changes may be made in the agreement without written authorization by the City of South Lake Tahoe. Quantities specified in the purchase agreement are not to be exceeded without written authorization from the City of South Lake Tahoe.

## **7. Reservations**

- a) The City reserves the right to reject any and all bids, whether or not minimum qualifications are met, and to modify, postpone, or cancel this Invitation to Bid, in whole or in part, or decide to award a contract on the basis of individual items, or groups of items, or on the entire list of items; to reject any or all bids or any part thereof; and to waive any informalities and/or negotiate minor deviations to the bid, with the successful bidder. The City's decision shall be final, 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 Bidder and to negotiate the final scope of services with the selected vendor. The City is not liable for any costs incurred by Bidders prior to issuance of an agreement, contract or purchase order. Costs of developing the bid, oral presentations or any other such expenses incurred by the vendor in responding to the BID are entirely the responsibility of the vendor, 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 bidder. Further, it is understood that respondents must independently evaluate the information in this BID 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 bids it receives without conducting discussions, interviews or negotiations.
- e) If, in the opinion of the City, a bid contains false or misleading statements or references, it may be rejected without notice to Bidder.
- f) The City reserves the right to obtain written clarification of any point in a vendors bid or to obtain additional information necessary to properly evaluate a particular bid. Failure of a Bidder to respond to such a request for additional information or clarification may result in rejection of the bid.
- g) The City reserves the right, without qualification, to select a Bidder for further discussions based solely on the content of the BID and relevant information obtained from others concerning the respondent's respective records of past performance.
- h) Proposer agrees that any response submitted to this BID will remain current and valid for a period of not less than 120 calendar days from the proposal due date.

## **8. Bid Protests**

- a) A non-selected bidder may protest award of contract by submitting a written bid protest which shall be received by the city clerk no later than seven calendar days after the city's selection of the winning bidder or no later than 10 calendar days from the date that the city issues notice of designation of a bidder as non-responsible.
- b) The bid protest shall state all grounds claimed for the protest and include supporting documentation. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.
- c) Where award of the contract is to be made by the city council, the city clerk shall place a discussion of the bid protest on the next regularly scheduled council meeting agenda and the city council shall determine whether, based on the protest, to award the contract to the selected bidder, to reject all bids, or to award the contract to the next lowest responsible bidder.

## **9. Local Business Preference**

- a) The city shall apply a five percent discount to all local businesses which submit bids for materials, supplies, equipment and services for nonpublic projects. The city shall evaluate the local businesses' bids as though the bid had been submitted at a cost of five percent lower than the cost submitted.
- b) Local Business shall mean a business which maintains its principle 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 principle 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.

**9. Bidder's Security**

- a) When deemed necessary, bidders security may be prescribed in invitations to bid, RFP's and RFQ's. Bidders shall be entitled to return of bid security; provided however, that a successful bidder shall forfeit his or her bid security upon his or her refusal or failure to execute that contract within 10 days after receipt of contract.

# INTRODUCTION

## 8. Background

Background information that would be relevant to what product is being requested

## 9. Objective

What is the City's primary objective? What are we trying to accomplish through this BID?

# SCOPE OF WORK

## 11. Scope of Work to be Performed:

- List all technical and general specifications of item(s), product, service, etc....
- Be specific with all details and descriptions.
- Request bid to include all fees, tax (8%), delivery charges
- Request implementation schedule, timeline, delivery date

# BID CONTENT REQUIREMENTS

**12. Bid Requirements** - All bids must include the following information and shall be organized as described below.

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

The cover letter shall be addressed to the **Department, Department Head, Title**, and at a minimum, must contain the following:

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

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

In a brief narrative, describe the overall approach and plans to meet the requirements of the Invitation to Bid. The intent of this narrative is to convince the City that the Bidder understands the objective that the bid is intended to meet, the nature of the work and/or product, and the level of effort necessary to successfully provide the defined product or scope of work.

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

Describe the Vendor's history and organizational structure, including the size of the company, location of office(s) and years in business. **Provide resumes project team members (if applicable)**. Also include the Vendor's background and public sector experience in conducting **description of work/item**.

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

Describe the Vendor's general approach to **managing the project or providing the goods**, including specific plans **to manage, control, and/or deliver the project** in order to insure satisfactory provision of services. Provide a schedule designed to meet the requirements of the City. The City's target date for **completion/delivery is xxxx weeks/days from the date the contract is signed**; however, a time-line from the Vendor is required. Provide description of all costs, implementation, including estimated timeframes and deliverables.

## **J. Project Budget (0-25 points)**

Provide a detailed description of the **project budget/ product** itemized according to Scope of Work. The Vendor shall present a specific “not to exceed” fixed **fee /cost** including associated taxes, fees, and charges and be based on achievement of deliverables. Provide itemized budget.

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

Provide a description of projects/products of a similar nature including at least three (3) client references with names and telephone numbers, contact persons. Preference shall be given to vendors who have provided satisfactory service to public entity clients.

## EVALUATION METHOD & CRITERIA

Bids will first be reviewed for responsiveness to the requirements. If any information is missing from the required content, the bid may be deemed non-responsive and returned to bidder. Further review is subject to the City’s discretion (see Reservations, page 4).

The Selection Committee will make a recommendation to the City Manager based on the criteria in this bid to award the contract to the lowest qualified responsible bidder. The City Council will make the final determination whether or not to award a contract/agreement. The City may conduct interviews of the top scoring Bidders.

### **13. Evaluation Criteria**

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

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

# **ATTACHMENT 1**

## **SAMPLE**

### **STANDARD PURCHASE AGREEMENT**

## CITY OF SOUTH LAKE TAHOE PURCHASE AGREEMENT

This Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2014 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and \_\_\_\_\_ ("Vendor").

### RECITALS

A. Vendor is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

B. Vendor possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

### AGREEMENT

1. Scope of Agreement. Vendor shall provide the goods/materials/products set forth in this agreement and described more fully in the **Exhibit A, "Description of Goods/Materials/Products,"** attached hereto and incorporated herein by reference (hereinafter the "product(s)"). **Exhibit A** further sets forth the requirements for delivery of the product(s), including requirements for installation, maintenance, servicing, etc.
2. Term/Time of Performance. The goods/materials/services described in **Exhibit A** shall be delivered to the City on or before \_\_\_\_\_.
3. Compensation. Compensation to be paid to Vendor shall be in accordance with **Exhibit B** which is attached hereto and incorporated herein by reference. **In no event shall Vendor's compensation 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. Vendor shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item set forth in **Exhibit A**.

4. Expiration and Termination of Agreement. This Agreement shall expire upon written confirmation from the City that Vendor has delivered product(s) in compliance with the scope set forth in **Exhibit A**. Such confirmation shall not be unreasonably withheld.

The City may terminate this agreement if Vendor fails to deliver product(s) and comply with the terms of **Exhibit A** within ten (10) days of the date of delivery set forth in paragraph two (2) herein.

5. Independent Contractor. It is understood that Vendor, 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. Vendor shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Vendor hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Vendor are employees, agents, contractors or subcontractors of Vendor and not of the City.

City is not required to make any deductions or withholdings from the compensation payable to Vendor under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Vendor's assigned personnel. Any third party persons employed by Vendor shall be entirely and exclusively under the direction, supervision, and control of Vendor. Vendor 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.

6. Interest of Vendor. Vendor, (and principals, associates and professional employees of Vendor) 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 Vendor's services hereunder. Vendor 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.
7. Professional Ability of Vendor. City has relied upon the professional training and ability of Vendor to provide the product(s) hereunder as a material inducement to enter into this Agreement. Vendor shall therefore provide

properly skilled professional and technical personnel to perform all tasks related to delivery of the product(s), etc. as set forth in **Exhibit A**.

8. Compliance with Laws. Vendor shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Vendor shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments.
9. Licenses. Vendor represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Vendor to engage in this Agreement. Vendor represents and warrants to City that Vendor 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 Vendor. Vendor shall maintain a City of South Lake Tahoe business license at all times during this Agreement. Vendor acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.
10. Indemnity. Vendor 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 Vendor'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. Vendor agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Vendor's negligent acts, errors, omissions, regarding this Agreement, the Vendor's work under this Agreement, or the Vendor's Scope of Work.

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

11. Warranty. Vendor will provide warranty language.

12. 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 Airport Rd.  
                                  South Lake Tahoe, CA 96150

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

If to Vendor:

Provide a copy to:

13. 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 Vendor. Assignments of any or all rights, duties or obligations of the Vendor under this Agreement will be permitted only with the express consent of City. Vendor shall not subcontract any portion of the Agreement without the written authorization of City. If City consents to such subcontract, Vendor 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.
14. 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.
15. 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.

16. 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.
17. Prohibited Interests. Vendor maintains and warrants that it has not employed nor retained any Vendor or person, other than the independent contractors hired in accordance with Vendor's standard business practice, to solicit or secure this Agreement. Further, Vendor warrants that it has not paid nor has it agreed to pay any Vendor or person, other than a bona fide employee working solely for Vendor 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.
18. Amendments. This Agreement may be modified or amended only by a written document executed by both Vendor and City and approved as to form by the City Attorney.
19. 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.
20. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Vendor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
21. Time is of the Essence. Time is of the essence for this Agreement.
22. Authority to Enter Agreement. Vendor 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:

VENDOR:

By \_\_\_\_\_

Nancy Kerry , City Manager

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

By \_\_\_\_\_

Name, Title

APPROVED AS TO FORM:

By \_\_\_\_\_

Thomas T. Watson, City Attorney

ATTEST:

By \_\_\_\_\_

Susan Alessi, City Clerk

Attachments:

Exhibit A – Description of Goods/Materials/Products

Exhibit B – Compensation

Exhibit C - Anti-Lobbying Certification

**EXHIBIT A**

**Description of Goods/Materials/Products**

EXHIBIT B

COMPENSATION

- Provide total itemized costs
- Include all taxes, shipping, handling, fees and discounts

EXHIBIT C

**ANTI-LOBBYING CERTIFICATION**

**Vendor 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.

Vendor:

Name, Title

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