

TAHOE REGIONAL PLANNING AGENCY
TRPA Legal Department
REQUEST FOR PROPOSALS (RFP)
Collections Agency-Law Firm
RFP #240003

- Announcement:** August 28, 2023
- Project Description:** Collection of the civil penalty judgment awarded in TRPA v. Reziapkine, United States District Court for the Eastern District of California Case No. 2:21-cv-02235-DAD-JDP
- Evaluation:** Proposals will be evaluated according to the criteria in section 4 of this document.
- Deadline:** September 11, 2023, 5pm PST – Bidding Firms’ Questions Due
September 21, 2023, 5pm PST – Deadline for Proposal Submissions
- Questions:** All questions should be submitted in writing to the RFP Coordinator:

Katherine Huston
Tahoe Regional Planning Agency
PO Box 5310
128 Market Street
Stateline, NV 89449
775-589-5206
khuston@trpa.gov

1. Introduction and Agency Background

Introduction:

On December 3, 2021, TRPA staff filed a Complaint for Civil Penalties and Injunctive relief in the United States District Court for the Eastern District of California against Danil Reziapkine (Case No. 2:21-cv-02235-DAD-JDP). The Complaint alleged violations of the Tahoe Regional Planning Compact and its implementing Code of Ordinances by using an unauthorized mooring in Lake Tahoe, operating a rental concession without a TRPA permit, and by violating TRPA's Cease and Desist order.

After 19 months of litigation, the court entered plaintiff's default judgment in the amount of \$75,000 for civil penalties against defendant Danil Reziapkine who is continuing to operate a watercraft rental concession without a TRPA permit in violation of TRPA Codes of Ordinances. Enforcement of this judgment is an important precedent to set for TRPA to uphold the mandates of the Tahoe Regional Planning Compact and achieve its Regional Plan Goals. A copy of the default judgment is attached as Exhibit A.

TRPA Background Information:

Established in 1969, by a Federally sponsored, interstate compact between California and Nevada, TRPA is authorized under California law (California Government Code sections 66800 through 66801), Nevada law (NRS 277.190 through 277.200), and Federal law (PL 96-551).

The mission of TRPA is to "lead the cooperative effort to preserve, restore, and enhance the unique natural and human environment of the Lake Tahoe Region, while improving local communities, and people's interactions with our irreplaceable environment." TRPA is the leading partner for plans and actions to preserve the environment of the Tahoe region. TRPA establishes transportation and land use policy as the region's Metropolitan Planning Organization and works with local, regional, state, and Federal organizations and governments to facilitate a cooperative approach in implementing these plans and programs. The TRPA Regional Plan is designed to maintain a healthy natural environment, meet adopted environmental thresholds, maintain social and economic health, and allow orderly growth in the Region.

TRPA is governed by a 15-member Board. California and Nevada each have seven members comprised of elected officials and governmental appointees. In addition, a non-voting member is appointed by the President of the United States. Further information can be obtained at TRPA's website at www.trpa.gov.

2. Project Description

Scope of Work

Collections Agency and/or Collections Attorney to collect the \$75,000 civil penalty from defendant Danil Reziapkine awarded to TRPA in the District Court's default judgment.

Term of Engagement

It is the intent of the Agency to contract with a Collections Agency and/or Collections Attorney (referred to herein as “Consultant”) for services presented herein for a 5-year term effective October 1, 2023, and expiring on September 30, 2028, or upon completion, whichever is soonest.

The Agency reserves the right to extend the contract. Contract renewal is subject to the annual review of the Agency, the satisfactory negotiation of terms (including a contingency rate acceptable to both the Agency and the selected firm), and the annual availability of an appropriation.

TRPA Budget

As a public agency, TRPA’s annual operating budget is constrained. Please take this into account when responding to this call for proposals. Funding for these services will come from monies collected.

3. RFP Schedule & Submission Process

Public Records:

The documents submitted in response to this RFP should be considered public information and subject to disclosure. Restrictions on any information submitted will render a bid non-responsive.

TRPA assumes no contractual obligation to enforce any exemption on behalf of a respondent to the RFP.

RFP Coordinator:

Upon release of this RFP, all communications concerning this proposal request should be directed to the RFP Coordinator listed below. All written questions and requests for clarification must be received by the deadline on the RFP schedule listed below. Email shall have the subject stating: “**RFP INQUIRY – RFP #240003 Collection Agency-Law Firm.**” Responses will be posted to the website trpa.gov/contact/request-for-proposals/ in accordance with the RFP schedule listed below. The respondent should rely only on written statements issued by the RFP Coordinator.

Katherine Huston
Tahoe Regional Planning Agency
PO Box 5310
128 Market Street, Suite 3A
Stateline, NV 89449
775-589-5206
khuston@trpa.gov

Request for Proposal Schedule:

TRPA anticipates the following schedule, which is subject to change:

Date of Announcement:	August 28, 2023
Bidding Firms' Questions Due:	September 11, 2023, 5pm PST
Questions and Answers posted to www.trpa.gov	September 14, 2023
Deadline for Proposal Submissions:	September 21, 2023, 5pm PST
Sealed Proposals Opened:	September 22, 2023
Selection of Consultants for Interviews (if necessary):	N/a
Consultant Interviews (if necessary):	N/a
Anticipated Award of Contract:	September 25, 2023
Commencement of Work:	October 1, 2023

Late proposal submissions will not be considered and will be returned unopened to the sender.

Proposal Submission:

Electronic submission of proposals via email, file transfer, or other method is preferred. RFP and cost proposals are submitted separately, and cost proposal is only opened for proposals that meet format requirements. Send electronic submittals to bids@trpa.gov with the subject line "**DO NOT OPEN – RFP #240003 Collections Agency-Law Firm RFP Response [lead firm name]**" and "**DO NOT OPEN – RFP #240003 Collections Agency-Law Firm RFP Cost Proposal [lead firm name]**".

All opened proposals and accompanying documentation become the property of TRPA and will not be returned. Any late proposals will be returned unopened.

Terms and Conditions:

- TRPA reserves the right to amend the RFP schedule or issue amendments to the RFP at any time. TRPA also reserves the right to cancel or reissue the RFP, to reject any or all proposals, to waive any irregularities or informalities in the selection process, and to accept or reject any item or combination of items. TRPA reserves the right to request clarification of information from any bidder or to request supplemental material deemed necessary to assist in the evaluation of the proposal. TRPA reserves the right to accept any agreement deemed by the agency to be in its best interest. This RFP does not obligate the TRPA to accept or contract for any expressed or implied services.
- In the event that the bidder to whom any services are awarded does not execute a contract within thirty (30) calendar days after TRPA approval, TRPA may give notice to such bidder of intent to award the contract to the next most qualified bidder or to call for new proposals and may proceed to act accordingly.
- TRPA will not reimburse any bidder for any of the costs involved in the preparation and submission of responses to this RFP or in the preparation for and attendance at subsequent interviews.

- Selected consultant(s) will be expected to sign the TRPA Consultant Services Agreement listed on trpa.gov/contact/request-for-proposals/. Any desired edits to this agreement should be included in the Contractor's proposal. Desired edits may not be accepted by TRPA.
- The Consultant or its employees may be subject to the provisions of Article III (a)(5) of the Tahoe Regional Planning Compact (P.L. 96-551, 94 Stat. 3233, Cal. Gov't Code Section 66801, N.R.S. 277.200), which requires disclosure of any defined economic interest and prohibits such persons from attempting to influence Agency decisions affecting certain economic interests.
- Bidder shall thoroughly examine and be familiar with these terms and conditions of the TRPA Consultant Services Agreement. The failure or omission of any bidder to receive or examine this document shall in no way relieve any bidder of obligations with respect to this proposal or the subsequent contract.
- Bidder must certify to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. TRPA will verify bidders' status by checking the SAM system.
- All subcontractors, if any, used by the selected consultant will require prior written consent of TRPA and will be subject to all provisions stipulated in the TRPA Consultant Services Agreement.
- This contract will be funded by federal and state grant awards and is subject to federal and state grant award requirements including, but not limited to, cost principles and administrative regulations including but not limited to travel and per diem rates, mileage rates, and allowable cost requirements.

4. Minimum Required Proposal Contents

Minimum Required Proposal Contents:

All proposal responses should address the following matters:

Main Proposal – Max Page Limit: 3

1. Definition of the Project: Indicate your understanding of the Project objectives.
2. Project approach: Briefly describe how the Project will be managed, implemented, and evaluated to accomplish the objectives and requirements outlined in this request.
3. Team Organization: Briefly describe how the project team will be organized to facilitate effective management, implementation, and evaluation.
4. References: Provide a minimum of three (3) client references of similar sized and/or governmental accounts which the bidder has served in a similar capacity over the past two years and/or is currently serving. Provide a contact person, telephone number, and email address for each reference customer. References should be submitted as an attachment to this response.

Cost Proposal – Max Page Limit: 1

1. Schedule and Cost: Provide a timeline and itemized cost estimate based on the Tasks described in Scope of Work section. Cost estimates should be based on hourly rates and/or milestones and deliverables or as a contingency. Please provide a “Not to Exceed” cap and a bid guarantee through September 30, 2028.

W-9 and Proof of Insurance

Submit a completed IRS form W-9. Proof of Insurance will be required if selected under this RFP for a contract award. TRPA contract insurance requirements are outlined in the TRPA Standard Two-Party Contract, available here <https://www.trpa.gov/wp-content/uploads/documents/archive/TRPA-Standard-Two-Party-Contract.pdf>.

5. Notification and Selection Process

Review of Proposals

After the deadline date the Agency shall review and evaluate all proposals for responsiveness to the RFP in order to determine whether the bidder possesses the professional qualifications necessary for the satisfactory performance of the services required. The Agency shall also investigate qualifications of all bidders to whom the award is contemplated, and the Agency may request clarifications of proposals directly from one or more bidders. In reviewing the proposals, the Agency may consider the following:

1. The experience and past performance of the bidder and its agents, employees, and sub-consultants in completing projects of a similar type, size, and complexity.
2. The Agency may consider Bidder's timely and accurate completion of similar projects within budget.
3. The specific recent experience of the bidder and its agents, employees, and sub-consultants in auditing governmental entities and especially transportation entities.
4. The feasibility of the proposal based upon the performance and cost schedules, and the methodology to be used by the bidder.
5. Bidder's understanding of the work to be completed based upon the clarity of the proposal and responsiveness to this RFP.
6. Bidder's proposed language for the Professional Services Agreement.

7. TRPA agrees to make a good faith effort to contract with small, minority, disabled, and women owned business enterprises. Accordingly, the TRPA strongly encourages small, minority, disabled, and women owned businesses to reply to this RFP and submit Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), Women Business Enterprise (WBE), Disabled Veteran Business Enterprise (DVBE), or similar certifications as an attachment to this RFP.

Award of Agreement

Upon completion of the review period, the Agency shall notify those bidders whose proposals will be considered for further evaluation and negotiation. All notified bidders may be required to make presentations and negotiate in good faith in accordance with direction from the Agency. Any delay caused by bidder's failure to respond to direction from the Agency may lead to a rejection of the proposal.

If the Agency determines, after further evaluation and negotiation, to award the Agreement, the TRPA Two-Party Contract Agreement shall be sent to the successful bidder for the bidder's signature. No proposal shall be binding upon the Agency until after the Agreement is signed by duly authorized representatives of both the bidder and the Agency.

Should the selected bidder and TRPA be unable to agree to the terms of a contract within thirty (30) calendar days after TRPA approval, TRPA will reserve the right to disqualify the consultant and select another qualified bidder. Should this process not result in the hiring of a consultant, the RFP may be reissued.

The Agency reserves the right to reject any or all proposals, and to waive any irregularity. The award of the Agreement, if made by the Agency, will be based upon a total review and analysis of each proposal and projected costs.

TRPA will contract with the bidder that will best accomplish the project objectives for the best value and in the best interests of the Agency.

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

TAHOE REGIONAL PLANNING
AGENCY,

Plaintiff,

v.

DANIL REZIAPKINE,

Defendant.

No. 2:21-cv-02235-DAD-JDP

ORDER ADOPTING FINDINGS AND
RECOMMENDATIONS AND GRANTING
PLAINTIFF'S MOTION FOR DEFAULT
JUDGMENT

(Doc. Nos. 26, 29)

On December 3, 2021, plaintiff filed this civil action against defendant Danil Reziapkine. (Doc. No. 1.) The Clerk of the Court entered default as to defendant because defendant was served with the summons and complaint and did not file a timely answer, responsive pleading, or otherwise appear in this action. (Doc. Nos. 20, 25.) On April 21, 2023, plaintiff filed the pending motion for default judgment. (Doc. No. 26.) This matter was referred to a United States Magistrate Judge pursuant to 28 U.S.C. § 636 and Local Rule 302.

On June 21, 2023, the assigned magistrate judge issued findings and recommendations recommending that plaintiff's motion for default judgment be granted. (Doc. No. 29.) The findings and recommendations provided that any objections thereto were to be filed within fourteen (14) days. (*Id.* at 7.) To date, no objections have been filed and the time for doing so has now passed.

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In accordance with the provisions of 28 U.S.C. § 636(b)(1)(C), the court conducted a *de novo* review of the case. Having carefully reviewed the file, the court concludes that the findings and recommendations are supported by the record and proper analysis.

Accordingly:

1. The findings and recommendations issued on June 21, 2023 (Doc. No. 29) are adopted in full;
2. Plaintiff's motion for default judgment against defendant (Doc. No. 26) is granted;
3. Default judgment is entered in favor of plaintiff and against defendant in the amount of \$75,000.00 for civil penalties;
4. Defendant is hereby permanently enjoined from operating a rental concession without a permit and from anchoring or mooring any watercraft that he owns or controls in the waters of Lake Tahoe, except for moorings that have been approved by plaintiff Tahoe Regional Planning Agency; and
5. The Clerk of the Court is directed to close this case.

IT IS SO ORDERED.

Dated: July 20, 2023



UNITED STATES DISTRICT JUDGE