

Bidders Name: Proper Performance LLC  
(Submit with Bid Proposal)

**BID FORM RFB NO. 23-24-50**  
**Supply and Deliver New Regular Cab Trucks**

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 23-24-50 dated: 04/19/24, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor and transportation required for the delivery of the above stated products as set forth in the RFB, including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the specifications, Instructions to BIDDERS, and the contract requirements. If this bid is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule.

BIDDER understands that a bid is required for the product and that compensation under the contract will be based upon the product received as stated in the bid specifications. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. All bids will be checked for errors. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

BIDDER agrees to deliver the units as specified in the Bid Form within thirty (30) days upon receipt of the City's Purchase Order, unless extended in writing by the Purchasing Division.

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

BIDDER has read and hereby agrees to the conditions stated in this bid by affixing his/her signature on Bid/Proposal.

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The City of Visalia Purchasing Division is soliciting bids for the Supply and Delivery of a total of five (5) Regular Cab Trucks. One (1) 4-wheel drive and four (4) 2-wheel drive trucks. The City understands that supply is limited and Bidders may not have all five (5) units. If the lowest Bidder cannot provide five (5) units, the City will award the amount of units they can supply (within the 30 day delivery time) and then award to the next lowest bidder the remaining units needed. We will continue awarding contracts until we have awarded a total of five (5) units.

**Option 1:  
 One (1) New (2023 or newer) 4-Wheel Drive Regular Cab Truck**

Bidders may bid on Option 1 and/or Option 2. Each Option will be awarded separately.

Option 1	
Description, per specifications as stated in Section IV of RFB 23-24-50	Bid Amount
Four-Wheel Drive Regular Cab Truck	\$ <u>43,448</u>
Delivery to Visalia, CA	\$ <u>included</u>
Sales Tax (8.5% in Visalia, CA)	\$ <u>3,693.08</u>
Federal Excise Tax on Tires	\$ <u>7</u>
CA DMV Fee	\$ <u>included</u>
Other Fees	\$ <u>0</u>
<b>TOTAL BID AMOUNT for 1 Unit</b>	<b>\$ <u>47,148.08</u></b>

In addition to completing the following specifications page, please include a specifications sheet for the truck which you are submitting a bid.

Delivery Time: 21 Days ARO (After Receipt of Order). Shall be 30 days or less.

Terms/Discount: Net 30 Warranty manufacturers

Does the Bid meet specifications:  Yes  No

Product specifications are listed on the next page of this bid. Please complete and return the form with your Bid, indicating if specifications are met for each item. If any items are marked "No", and in order to assist the City in the evaluation of bids, please indicate variances, no matter how slight, on a separate sheet and attach detailed specifications on the item(s) deviating from specifications.

[Signature] Partner 04/19/24  
 Signature of Authorized Person Title Date

**VEHICLE SPECIFICATIONS**

**Option 1:**

**One (1) New (2023 or newer) 4-Wheel Drive Regular Cab Truck**

At a minimum, the vehicle must have the following specifications:

Item #	Description: New 4-Wheel Drive Regular Cab Truck	Meets Specification		Comment
		Yes	No	
1	New (2023 or newer) 4-Wheel Drive Regular Cab Truck <b>Indicate the following:</b> Year <u>2023</u> Make <u>Dodge</u> Model <u>Ram</u>	All		
2	Color – White	↓		
3	Gas Engine/ 8 Cylinder			
4	Minimum 3.4 Liter Engine/Motor			
5	4-Wheel Drive			
6	Regular Cab			
7	Tow Package			
8	Minimum Tow Rating of 10,000 lbs			
9	Integrated Trailer Brakes			
10	Air Condition			
11	Automatic Transmission			
12	Power Windows/Locks			
13	Two Keys/Key Fobs			
14	All Other Standard Equipment			
15	<b>Standard Bed</b>			

Variations (if any or extra features) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**Option 2:**  
**Four (4) New (2023 or newer) 2-Wheel Drive Regular Cab Truck**

Bidders may bid on Option 1 and/or Option 2. Each Option will be awarded separately.

**Please complete this page for each truck if bid amount is different per truck.**

Option 2	
Description, per specifications as stated in Section IV of RFB 23-24-50	Bid Amount
Two-Wheel Drive Regular Cab Truck	\$ <u>43,448</u>
Delivery to Visalia, CA	\$ <u>included</u>
Sales Tax (8.5% in Visalia, CA)	\$ <u>3,693.08</u>
Federal Excise Tax on Tires	\$ <u>7</u>
CA DMV Fee	\$ <u>included</u>
Other Fees	\$ <u>0</u>
<b>TOTAL BID AMOUNT for 1 Unit</b>	\$ <u>47,148.08</u>

In addition to completing the following specifications page, please include a specifications sheet for each truck which you are submitting a bid.

How many units (trucks) are you able to provide at the above total bid amount for each unit?

Amount of Units (Up to 4)
<u>4</u>

Delivery Time: 21 Days ARO (After Receipt of Order). Shall be 30 days or less.

Terms/Discount: Net 30 Warranty Manufacturers

Does the Bid meet specifications:  Yes  No

Product specifications are listed on the next page of this bid. Please complete and return the form with your Bid, indicating if specifications are met for each item. If any items are marked "No", and in order to assist the City in the evaluation of bids, please indicate variances, no matter how slight, on a separate sheet and attach detailed specifications on the item(s) deviating from specifications.

[Signature] Partner 04/19/24  
 Signature of Authorized Person Title Date

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**VEHICLE SPECIFICATIONS**

**Option 2**

**Four (4) New (2023 or newer) 2-Wheel Drive Regular Cab Trucks**

**Please complete this page for each truck if specifications are different.**

**At a minimum, the vehicles must have the following specifications:**

Item #	Description: New 2-Wheel Drive Regular Cab Truck	Meets Specification		Comment
		Yes	No	
1	New (2023 or newer) 2-Wheel Drive Regular Cab Truck <b>Indicate the following:</b> Year <u>2023</u> Make <u>Dodge</u> Model <u>Ram</u>	Yes		
2	Color – White			
3	Gas Engine/ 6 Cylinder or 8 Cylinder. Specify in Comment.			
4	Minimum 3.4 Liter Engine/Motor			
5	2-Wheel Drive			
6	Regular Cab			
7	Tow Package			
8	Minimum Tow Rating of 10,500 lbs			
9	Integrated Trailer Brakes			
10	Air Condition			
11	Automatic Transmission			
12	Power Windows/Locks			
13	Two Keys/Key Fobs			
14	All Other Standard Equipment			
15	<b>Standard Bed</b>			

Variations (if any or extra features) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**BUSINESS OWNERSHIP DISCLOSURE**

Proper Performance LLC

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

211 W. Neshannock Ave. Suite 203, New Wilmington, PA 16142

Address

List the names of all principals, partners, and/or trustees. For corporations, provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

Vaughn Glaze - Partner

Ryan Saari - partner

**CALIFORNIA LEVINE ACT STATEMENT**

California Government Code Section 84308, also known as the "Levine Act," can prohibit members of the Visalia City Council from participating in any action related to a contract if he or she receives any political contributions totaling more than \$250 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members, [https://www.visalia.city/government/city\\_council/default.asp](https://www.visalia.city/government/city_council/default.asp). You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract?

YES: \_\_\_\_\_ NO:           

If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Council Member(s) Name

Date of Contribution(s)

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

Answering YES, does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

**NOTICE:** The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

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**SIGNATURE PAGE**

By my signature on this Bid Proposal, I certify, under penalty of perjury under the laws of the State of California, that the foregoing statements and those contained herein are true and correct.

**BID SUBMITTED BY:**  
(Please follow the instructions for each line, as explained below.)

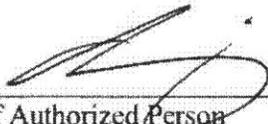
(1) Proper Performance LLC 412-728-0442  
Bidding Firm Phone

(2)  Corp: State of Incorporation: PA  
 Individual  
 Partner  Other:

(3) vs9@prprpf.com  
Email Address

211 W. Neshannock Ave. Suite 203  
Business Address

New Wilmington PA 16142  
City State Zip Code

(4) By:   
Signature of Authorized Person

Ryan Saari  
Type or Print Name of Authorized Person and Title

Federal Tax I.D. No.: 86 1377878 Date: 04/09/24

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**INSTRUCTIONS FOR SIGNATURE PAGE**

LINE 1: The name of the Bidder must be the same as that under which a license is issued if a license is required. If the Bidder is a corporation, enter the exact name of the corporation under which it is incorporated; if Bidder is an individual, enter name; if Bidder is an individual operating under a trade name, enter name and dba (trade name in full); if a partnership, enter the correct trade style of the partnership; if a joint venture, enter exact names of entities joining in the venture.

LINE 2: Identify here the character of the name shown under (1), i.e., corporation (including state of incorporation), individual, partnership, or joint venture.

LINE 3: Enter the address and email to which all communications and notices regarding the Bid Proposal and any Contract awarded thereunder are to be addressed.

LINE 4: (a) If the Bidder is a corporation, the Bid Proposal must be signed by an officer or employee authorized to sign Contracts on behalf of the corporation evidenced by inclusion of one of the following certified by the secretary of the corporation, authorizing the officer or employee to sign Contracts.

(b) If Bidder is an individual, he/she must sign the Bid Proposal, or if the Bid Proposal is signed by an employee or agent on behalf of the Bidder, a copy of a power of attorney must be submitted with the Bid Proposal.

(c) If the Bidder is a partnership, the Bid Proposal must be signed by all general partners; or by a general partner(s) authorized to sign Contracts on behalf of the partnership evidenced by inclusion of either a copy of the Partnership Agreement or a recorded Statement of Partnership.

(d) If the Bidder is a joint venture, the Bid Proposal must be signed by all joint venturers; or by a joint venturer authorized to sign Contracts on behalf of the joint venture evidenced by inclusion of either a copy of the Joint Venture Agreement or a recorded Statement of Joint Venture; and if the joint venturer is a corporation or a partnership signing on behalf of the Joint Venture, then Paragraphs (a) and (c) above apply respectively.

Where Bidder is a partnership or a corporation, the names of all other general partners, or the names of the president and secretary of the corporation, and their business addresses must be typewritten below:

NAME

ADDRESS

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

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

## FEDERAL AND STATE REQUIREMENTS

All federal procurement requirements provided in Uniform Guidance 2 CFR Part 200 shall be in effect. In addition, the following terms and conditions apply to you, the contractor (including consultants/vendors), as a contractor of the City of Visalia.

The services performed by the awarded Contractor shall be in compliance with all applicable grantor regulations/requirements, and additional requirements specified in this document. It shall be the awarded Contractor's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this project. In general,

- 1) The contractor (including all subcontractors) must insert these contract provisions in each lower tier contracts (e.g., subcontract or sub-agreement).
- 2) The contractor (or subcontractor) must incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.
- 3) The prime contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor, or service provider.

### 1. ACCESS TO RECORDS (42 CFR 420.302)

- (A) The Contractor agrees to provide the City of Visalia, the U.S. Department of Treasury, the Comptroller General of the United States, HHS, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests.
- (B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

### 2. AMERICANS WITH DISABILITES ACT COMPLIANCE (42 U.S.C. 12101 et seq)

By submission of a bid, the BIDDER, certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract, Agreement, or Purchase Order. By commencing performance of the work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

3. **BIDDER'S STATEMENT ON PREVIOUS CONTRACTS SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (EXECUTIVE ORDER 11246)**

The BIDDER shall complete the following statement by checking the appropriate blanks:

The BIDDER has  has not  participated in a previous contract subject to the Equal Employment Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The BIDDER has  has not  submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subBIDDERS will be awarded prior to award of subcontracts.

If the BIDDER has participated in previous contracts subject to the Equal Employment Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the BIDDER shall submit a compliance report on Standard Form 100 "Employee Information Report EEO-1" prior to award of this contract, agreement, or purchase order.

*Note: Failure to complete the blanks may be grounds for rejecting the bid.*

4. **BONDING REQUIREMENTS (2 CFR 200.326)**

The BIDDER acknowledges the requirement for construction or facility improvement contracts, agreements, or purchase orders or subcontracts exceeding the Simplified Acquisition Threshold. The City of Visalia accepts the bonding policy and requirements in compliance with Federal guidelines as set forth below:

(A) A Bid Guarantee from each bidder equivalent to 10% of the bid price. The Bid Guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the BIDDER will, upon acceptance of the BID, execute such contractual documents as may be required within the time specified.

(B) A Performance Bond on the part of the CONTRACTOR for 100% of the contract price. A Performance Bond is one executed in connection with a contract to secure fulfillment of all the contractor's requirement under such contract.

(C) A Payment Bond on the part of the CONTRACTOR for 100% of the contract price. A Payment Bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

5. **BUILD AMERICA, BUY AMERICA ACT (2 CFR 200.1 – IIJA; 49 U.S.C. 5323(J); 49 CFR 661)**

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(A) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(B) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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**6. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. § 1352, as amended)**

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**7. CERTIFICATE OF NONSEGREGATED FACILITIES (FAR 52.222-23)**

(A) "Segregated facilities", as used in this provision, means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

(B) By the submission of a bid, the Bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract, agreement, or purchase order.

(C) By submission of the bid, the Bidder further agrees that (except where it has obtained identical certification from proposed SUBCONTRACTORS for specific time periods) it will:

- i. Obtain identical certification from proposed SUBCONTRACTORS before the award of subcontracts under which the SUBBIDDER will be subject to the Equal Opportunity clause;
- ii. Retain such certifications in its files; and
- iii. Forward this certification and the following notice to the proposed SUBCONTRACTORS:

**NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES**

A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the Equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

(D) By commencing performance of the contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

**8. CERTIFICATION REGARDING COMPLIANCE WITH FEDERAL FUNDING REQUIREMENTS**

The BIDDER hereby assures and certifies that it will comply with the federal requirements, regulations, policies, guidelines, and requirements with respect to the acceptance and use of Federal Funds for this federally assisted project.

**9. CERIFICATION REGARDING LOBBYING (31 CFR Part 21)**

The BIDDER certifies, to the best of their knowledge and belief, that:

(A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

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- (B) 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 the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (C) The undersigned shall require that the language of this certification be include in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

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 of not less than \$10,000 and not more than \$100,000 for each such failure.

The BIDDER certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the BIDDER understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

**10. CLEAN AIR ACT (42 U.S.C. 7401-7671) & FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387; 49 CFR 18.36) (applies to purchases of more than \$150,000)**

- (A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Visalia and understands and agrees that the City will report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used)**

Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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**12. COPELAND "ANTI-KICKBACK" ACT (40 U.S.C. 3145)**

CONTRACTOR must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Under the Copeland "Anti-Kickback" Act, the CONTRACTOR and all subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The CITY must report all suspected or reported violations to the Federal awarding agency.

**13. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148)**

*Applies to purchases for construction services in excess of \$2,000.* The Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations. In accordance with the Davis-Bacon Act, the Contractor is required to pay wages to laborers and mechanics at a rate of not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, the Contractor is required to pay wages not less than once per week. The City must provide Contractor with a copy of the current prevailing wage determination issued by the U.S. Department of Labor with respect to the services to be provided under the subject Agreement. The Contractor's execution of the subject Agreement constitutes the Contractor's acceptance of the wage determination. The City must report all suspected or reported violations to the Federal Awarding Agency.

**14. DOMESTIC PREFERENCE STATEMENT (2 CFR 200.322)**

As appropriate and to the extent consistent with the law, the BIDDER should, to the greatest extent practicable under a Federal award, provide a preference to the purchase, acquisition, or use of goods, products, or materials produce in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts, agreements, and purchase orders for work or products under this award.

**15. DEBARMENT AND SUSPENSION (2 CFR 180; 49 CFR 29, 18.35)**

- (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- (B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (C) This certification is a material representation of fact relied upon by the City of Visalia. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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- (E) (Executive Orders 12549 and 12689) — By execution of this Agreement, CONTRACTOR certifies to the CITY that it is not a party listed on the government-wide exclusions list in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension," and is not debarred, suspended, or otherwise excluded from the award of a federally-supported contract under statutory or regulatory authority other than Executive Order 12549.

**16. DRUG-FREE WORKPLACE CERTIFICATION (41 U.S.C. 8103)**

The BIDDER certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The BIDDER will:

- (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 of all 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 counselling, rehabilitation, and employee assistance programs, 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 works on the proposed contract, agreement, grant, or purchase order:
- i. Will receive a copy of the company's drug-free workplace policy statement, and
  - ii. Will agree to abide by the terms of the company's statement as a condition of employment on the contract, agreement, grant, or purchase order.
- (D) At the elections of the BIDDER or CONTRACTOR, from and after the "Date Executed" and until \_\_\_\_\_ (NOT TO EXCEED 36 MONTHS), the government agency will regard this certificate as valid for all contracts, agreements, grants, or purchase orders entered into between the BIDDER and this government agency without requiring the BIDDER to provide a new and individual certificate for each contract, agreement, or purchase order. If the BIDDER elects to fill in the blank date, then the terms and conditions of this certificate were separately, specifically, and individually provided for each contract, agreement, or purchase order between the BIDDER and this government agency.

**17. EQUAL OPPORTUNITY (EXECUTIVE ORDER 11246)**

Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, then during the performance of this Agreement, the CONTRACTOR agrees as follows:

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- (A) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (B) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (C) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR'S legal duty to furnish information.
- (D) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (E) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (F) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (G) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (H) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the CITY may direct

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as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the CITY, then the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States. The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

- (I) The CITY agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

**18. SEAT BELT USE IN THE UNITED STATES (EXECUTIVE ORDER 13043 & 62 CFR 19217)**

Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

**19. IRAN CONTRACTING ACT CERTIFICATION (PUBLIC CONTRACT CODE SECTION 2200 et seq.)**

As required by California Public Contract Code Section 2204, the BIDDER/CONTRACTOR certifies, subject to penalty for perjury, that the option checked below relating to the BIDDER/CONTRACTOR'S status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq) is true and correct:

(A) The BIDDER/CONTRACTOR is not:

- i. Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- ii. A financial institution that extends for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

(B) The City has exempted the BIDDER/CONTRACTOR from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the contract, agreement, or purchase order.

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(C) The amount of the contract, agreement, or purchase order payable to the BIDDER/CONTRACTOR for the project does not exceed \$1,000,000 over the life of the contract, agreement, or purchase order (up to 5 years).

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the contract, agreement, or purchase order amount, termination of the contract, agreement, or purchase order amount, and/or eligibility to bid on contracts for three years.

**20. MINORITY AND WOMEN BUSINESS ENTERPRISES (EXEC ORDERS 11625, 12138, and 12432)**

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- (A) Including qualified women's business enterprises and small and minority businesses on solicitation lists.
- (B) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources.
- (C) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises.
- (D) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business.
- (E) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- (F) If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in (A) - (E) above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

**21. NON-COLLUSION AFFIDAVIT (CALIFORNIA PUBLIC CONTRACT CODE SECTION 7106)**

The BIDDER certifies, under the PENALTY OF PERJURY under the laws of the State of California that the below statement is true and correct:

That the BID is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the BID is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER of any other BIDDER, or to fix any overhead profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, agreement, or purchase order; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham BID.

**22. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

**23. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.323)**

- (A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- i. Competitively within a timeframe providing for compliance with the contract performance schedule.
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- (B) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (C) Contractor agrees to comply with all other applicable requirements of Section 6002 - Solid Waste Disposal Act.

**24. PROHIBITION ON CERTAIN TELECOMMUNICATIONS & VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Huawei and ZTE) (FAR 52.204-25)**

Contractor is prohibited from obligating or expending loan or grant funds to:

- (A) Procure or obtain.
- (B) Extend or renew a contract to procure or obtain; or
- (C) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**25. RECORDS RETENTION (2 CFR 200.334-337)**

- (A) Contractor must retain all financial records, supporting documents, statistical records, and all other of its records pertinent to this Agreement for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or CITY. The only exceptions to the three-year limit are the following:

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- i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
- ii. When the Contractor is notified in writing by the City or Federal awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.
- iii. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- iv. When records are transferred to or maintained by the City or Federal awarding agency, the 3-year retention requirement is not applicable to the Contractor.

**26. REDUCING TEXT MESSAGING WHILE DRIVING (EXECUTIVE ORDER 13513-13513 FR 51225)**

Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

**27. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (37 CFR 401)**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

**28. WORKERS' COMPENSATION INSURANCE CERTIFICATE (CALIF LABOR CODE SECT 3700)**

The BIDDER acknowledges that they are aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and will comply with such provisions before commencing the performance of the work under this contract, agreement, or purchase order.

**29. CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS, Public Works Contractor Registration Program and Project Labor Agreements**

Notice is hereby given that this is a public works project and therefore, subject to DIR monitoring. All contractors and subcontractors bidding and performing work on Public Works Projects must: Register on an annual basis with the California Department of Industrial Relations (DIR) and furnish electronic payroll records to the Labor Commissioner

No contract will be awarded unless that contractor and/or subcontractors are registered with the California Department of Industrial Relations (DIR). Bids submitted by unregistered contractors or that list unregistered subcontractors will be rejected.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

If a project labor agreement (the term "project labor agreement" is defined in Public Contract Code 2500(b)(1) as a prehire collective bargaining agreement that establishes terms and conditions of employment for a specific

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construction project or projects and is an agreement described in Section 158(f) of Title 29 of the United States Code) is used, then it must comply with the taxpayer protection provisions set forth in Public Contract Code section 2500(a). City of Visalia has no ordinances requiring or prohibiting such agreements.

The following statements and requirements are to be included in all City of Visalia public work contracts that require the payment of prevailing wages in accordance with California Labor Code (CLC). This RFB document becomes a part of the public works contract for this project and therefore, the CLC contract language requirements are incorporated into the contract.

- As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to bid, be listed in a bid proposal, or perform any public work for the City of Visalia. Proof of registration for each contractor and subcontractor listed on the bid is required.
- As set forth in CLC section 1771.4 (a)(1), notice is given that this project is a public work, subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- As set forth in CLC section 1771.4(a)(2), the prime contractor is required by the City of Visalia to post job site notices, as prescribed by regulation. Information on required workplace postings may be found on the Department of Labor website at: <http://www.dir.ca.gov/wpnodb.html>.
- The contractor and each subcontractor shall maintain all project records required under CLC for public works projects and preserve them for a minimum 3-year period to begin on the date a Notice of Completion is filed for the project. Please refer to the retention period required for any grant or specialized project funding. Some funding sources require an extended time period for records retention.
- In accordance with CLC section 1773.2, the contractor is required, by the City of Visalia, to post a copy of the determination of the Director of Labor Standards prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract at each job site.
- In accordance with labor code section 1776 and its enforcement (1771.4(a)(3)), for initial contracts awarded on or after April 1, 2015 each project contractor and subcontractor shall;
  - o Maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1811 and 1815, signed under penalty of perjury.
  - o Make available or provide a certified copy of these payroll records and their supporting documentation within 10 days to all authorized parties upon written request and be subject to penalties for non-compliance as detailed in labor code section 1776.
  - o Inform the City of Visalia of the location of the payroll records kept in compliance with labor code section 1776(g) and notify the City of Visalia within 5 working days of any change in their location.
- The City of Visalia will comply with any prevailing wage monitoring and enforcement activities required by the labor compliance programs of the Department of Industrial Relations including the withholding of contract payments in the amount of any underpayment of prevailing wage and applicable penalties as directed by the Department of Labor Standards Enforcement in accordance with CLC section 1727(a). Any amount withheld will be released as directed by the Labor Commissioner upon receipt of a certified copy of a final order no longer subject to judicial review in accordance with CLC section 1742(f).
- As set forth in labor code section 1775(b), the following subcontractor provisions shall be included in any contract executed between the contractor and a subcontractor for performance of work on this public work project:

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- As set forth in CLC section 1775(b)(1), any contract executed between a contractor and a subcontractor for the performance of work on a City of Visalia public works project shall include a copy of the provisions of Labor Code sections 1771, 1776, 1777.5, 1813, and 1815. **These labor code sections must be included within or as attachments to the contract.**
- As set forth in CLC section 1776, the subcontractor shall maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1776, 1811 and 1815, signed under penalty of perjury.
- As set forth in CLC section 1775(b)(2), the contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
- As set forth in CLC section 1775(b)(3), upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
- As set forth in CLC section 1775(b)(4), prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813. Prior to the release of retention to the contractor, the COV will require a copy of the affidavit(s) completed by each listed subcontractor.
- In accordance with CLC section 1777.5(e), prior to commencing work on a contract for public work; every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work.
- Only apprentices, as defined in CLC section 3077, in training under apprenticeship standards approved by the Division of Apprenticeship Standards (DAP) and party to written apprentice agreements under CLC section 3070-3098 may be employed at the apprentice wage rate on public works.
- Unless exempted under CLC section 1777.5(j), a contractor working on a public works contract of \$30,000 or more shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards (CLC 1777.5(n)). In no event shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- The prime contractor is responsible for compliance with the requirements of CLC section 1777.5 for all apprenticeable occupations employed on the contract. As stated in 1777.5 (o), the apprenticeship requirement does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contract is less than thirty thousand dollars (\$30,000).
- As stated in section 1777.7(e), the prime contractor will not be liable for any penalties assessed for violations of section 1777.5 if they have complied with the following requirements:
  - The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of section 1771, 1775, 1776, 1777.5, 1813 and 1815. **These labor code sections must be included within or as attachments to the contract.**

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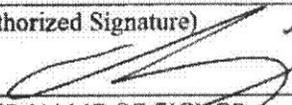
- The contractor shall continually monitor a subcontractor's use of apprentices required to be employed on the public works project pursuant to subdivision (d) of section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor.
  - Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including, but not limited to, retaining funds due to the subcontractor for work performed on the public works project until the failure is corrected.
  - Prior to making a final payment to the subcontractor for work performed on the public works project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.
- The prime contractor is required to provide a signed affidavit declaring their compliance with California Labor Code sections 1771 (prevailing wage) and 1777.5 (apprenticeship) for all workers employed on the contract before final payment will be made on the contract by the City of Visalia.

Contract inclusion and/or attachments: The following item is required to be included either in the body of, as attachments to, or addendums of all public work contracts:

As set forth in CLC section 1773, the City of Visalia shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification, or type of worker needed to execute the contract from the Director of Industrial Relations. This will include the apprenticeship prevailing wage for all apprenticeable trades. In accordance with labor code section 1773.2, this information is to be included in the contract itself.

#### ACKNOWLEDGMENT

The official named below acknowledges that they are duly authorized legally to bind the BIDDER/CONTRACTOR to the certifications listed above. They acknowledge that they are fully aware that this certification, executed on the date below, in made under penalty of perjury under Federal and State of California laws.

BIDDER/CONTRACTOR FIRM NAME <u>Proper Performance LLC</u>	FEDERAL ID NUMBER <u>86 1377878</u>
BY (Authorized Signature) 	DATE EXECUTED <u>04/09/24</u>
PRINTED NAME OF SIGNER <u>Ryan Saari</u>	TELEPHONE NUMBER <u>(412) 728-0442</u>
TITLE <u>Partner</u>	
BIDDER/CONTRACTOR FIRM'S MAILING ADDRESS <u>all W. Neshannock Ave. Suite 203, New Wilmington, PA 16142</u>	



**REQUEST FOR BIDS RFB 23-24-50  
SUPPLY & DELIVER NEW REGULAR CAB TRUCKS**

**ADDENDUM NO. 1**

Issued: Tuesday, April 16, 2024

Bids Due: **2:00 P.M. on Thursday, April 25, 2024**

This Addendum is being issued to provide a change to the RFB, provide a revised Bid Form, and provide responses to questions. This addendum becomes part of the RFB 23-24-50 document and must be signed and submitted with the bid.

**ITEM 1: BID LANGUAGE CHANGE**

On pages 4 and 5 under Specifications for Option 1 and for Option 2 shall include:

- Standard Bed

**ITEM 2: REVISED BID FORM**

Bid form has been revised to include Standard Bed as a required specification for Option 1 and Option 2. Please use the revised Bid Form included in this Addendum to submit your bid. As a reminder, please also submit the bidding documents found on pages 16-32 of the RFB document.

**ITEM 3: QUESTIONS/RESPONSES**

- Q1. Do you prefer Standard 6.5' Bed or 8' Long Beds?  
R1. This addendum adds to the required specification: Standard Bed.
- Q2. On the 2wd is a 4 cylinder Turbo Max, or the 5.3L Ecotec3 v-8 acceptable?  
R2. A 4 cylinder would not meet our minimum requirement of a 6 or 8 cylinder. A 5.3L would meet our minimum requirement of a 3.4L. You are welcome to submit separate bids for each truck that meet our minimum requirements.
- Q3. On the 4wd is a 5.3 v8 Long Bed acceptable?  
R3. Standard bed trucks will be considered first. If we do not receive bids for trucks with standard beds, we will consider a long bed as long as the truck meets our minimum requirements. We would suggest that you submit a bid because we know that supply is limited and there may only be trucks available with long beds.
- Q4. Or are you just looking for the lowest price?  
R4. We are seeking the lowest price of trucks that meet our minimum requirements and we will then consider trucks that exceed our requirements. It is acceptable to submit more than one bid for each truck you have that are different in price.

**END OF ADDENDUM NO. 1**

/s/ Purchasing Division  
(559) 713-4334

**Bidders to sign and submit with Bid**

Firm: Proper Performance LLC

Date: 04/19/24

By:   
Bidder's Signature



2023 MODEL YEAR

# RAM 1500 CLASSIC TRADESMAN REG CAB 4X2

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

## OPTIONAL EQUIPMENT (May Replace Standard Equipment) Customer Preferred Package 26B

- Trailer-Tow Package
- 3.92 Rear Axle Ratio
- Class IV Receiver-Hitch
- Anti-Spin Differential Rear Axle
- Power Black Trailer-Tow Mirrors
- Exterior Mirrors Courtesy Lamps
- Trailer Brake Controller
- Power and Remote Entry Group
- Remote Keyless-Entry with AllSecure®
- Power Windows with Front One-Touch Down Feature
- 8-Speed Automatic 8HP70 Transmission
- 5.7L V8 HEMI® MDS VVT Engine
- Full-Size Spare Tire
- Two Additional Key Fobs

## RAM 1500 TRADESMAN REG CAB 4X2

- Exterior Color: Bright White Clear-Coat Exterior Paint
- Interior Color: Black / Diesel Gray Interior Colors
- Interior: Heavy-Duty Vinyl 40/20/40 Split Bench Seat
- Engine: 5.7L V8 HEMI® MDS VVT Engine
- Transmission: 8-Speed Automatic 8HP70 Transmission

## STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

### FUNCTIONAL/SAFETY FEATURES

- Advanced Multistage Front Air Bags
- Supplemental Side-Curtain Front Air Bags
- Supplemental Front Seat-Mounted Side Air Bags
- Supplemental Side Air Bags
- Parkview® Rear Back-Up Camera
- 3.21 Rear Axle Ratio
- Class III Bumper Hitch
- Trailer-Tow with 4-Pin Connector Wiring
- 7-Pin Wiring Harness
- Locking Tailgate
- Anti-Lock 4-Wheel Disc Brakes
- Electronic Stability Control
- Speed Control
- Sentry Key® Theft Deterrent System
- 32-Gallon Fuel Tank

### Tire Pressure Monitoring Display INTERIOR FEATURES

- Ram Clean Air System
  - Uconnect® 3 with 5-Inch Touch Screen Display
  - 6 Speakers
  - Integrated Voice Command
  - Media Hub with USB and Auxiliary Port
  - Tilt Steering Column
  - Vehicle Information Center
  - Front Armrest with Three Cupholders
  - 40/20/40 Split Bench Seat
  - Behind the Seat Storage / Bin
  - Black Vinyl Floor Covering
- EXTERIOR FEATURES
- 17-Inch x 7.0-Inch Steel Wheels
  - P265/70R17 BSW All-Season Tires
  - Halogen Quad Headlamps

## WARRANTY COVERAGE

- 5-year or 60,000-mile Powertrain Limited Warranty.
  - 3-year or 36,000-mile Basic Limited Warranty.
- Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

# 5 YEAR / 60,000 MILE POWERTRAIN WARRANTY



2023 MODEL YEAR

# RAM 1500 CLASSIC TRADESMAN REG CAB 4X4

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.



## RAM 1500 TRADESMAN REG CAB 4X4

**Exterior Color:** Bright White Clear-Coat Exterior Paint  
**Interior Color:** Black / Diesel Gray Interior Colors  
**Interior:** Heavy-Duty Vinyl 40/20/40 Split Bench Seat  
**Engine:** 5.7L V8 HEMI® MDS VVT Engine  
**Transmission:** 8-Speed Automatic 8HP70 Transmission

## STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT) FUNCTIONAL/SAFETY FEATURES

Advanced Multistage Front Air Bags  
Supplemental Side-Curtain Front Air Bags  
Supplemental Front Seat-Mounted Side Air Bags  
Supplemental Side Air Bags  
Parkview® Rear Back-Up Camera  
3.21 Rear Axle Ratio  
Class III Bumper Hitch  
Trailer-Tow with 4-Pin Connector Wiring  
7-Pin Wiring Harness  
Locking Tailgate  
Anti-Lock 4-Wheel Disc Brakes  
Electronic Stability Control  
Speed Control  
Sentry Key® Theft Deterrent System  
32-Gallon Fuel Tank  
Tire Pressure Monitoring Display

## INTERIOR FEATURES

Ram Clean Air System  
Uconnect® 3 with 5-Inch Touch Screen Display  
6 Speakers  
Integrated Voice Command  
Media Hub with USB and Auxiliary Port  
Tilt Steering Column  
Vehicle Information Center  
Front Armrest with Three Cupholders  
40/20/40 Split Bench Seat  
Behind the Seat Storage / Bin  
Black Vinyl Floor Covering

Black Rear Bumper

Black Grille

Manual 6-Inch x 9-Inch Black Mirrors

**OPTIONAL EQUIPMENT** (May Replace Standard Equipment)  
**Customer Preferred Package 268**

Trailer-Tow Package

3.92 Rear Axle Ratio

Class IV Receiver-Hitch

Anti-Spin Differential Rear Axle

Power Black Trailer-Tow Mirrors

Exterior Mirrors Courtesy Lamps

Trailer Brake Controller

Power and Remote Entry Group

Remote Keyless-Entry with AllSecure®

Power Windows with Front One-Touch Down Feature

8-Speed Automatic 8HP70 Transmission

5.7L V8 HEMI® MDS VVT Engine



## WARRANTY COVERAGE

5-year or 60,000-mile Powertrain Limited Warranty.

3-year or 36,000-mile Basic Limited Warranty.

Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

**5 YEAR / 60,000 MILE**  
**POWERTRAIN WARRANTY**



## Proper Performance LLC

211 W. Neshannock Ave, Suite 203 · New Wilmington, PA 16142 · [www.prprpf.com](http://www.prprpf.com)

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Ram 1500 AWD as specified: \$41,763.00

Tow Package: \$1,095.00

Total: \$42,393.00

DMV Fees: \$630.00

Ram 1500 2WD as specified: \$41,763.00

Tow Package: \$1,095.00

Total: \$42,393.00

DMV Fees: \$630.00