



**CITY OF VISALIA
REQUEST FOR BID (“RFB”)**

RFB NO. 24-25-52

ANNUAL CONTRACT FOR FLEET ON-CALL TOWING SERVICES

BIDS DUE NO LATER THAN 2:00 PM PT THURSDAY, APRIL 23, 2026

The City of Visalia expressly reserves the right to modify or withdraw from the process initiated and described herein. No rights shall be vested in any party, individual, or entity by virtue of its preparation to participate in, or its participation in, such process. The City expressly reserves the right to modify, for any reason, the schedule and any provision contained herein. The City reserves to itself the selection of winning respondent(s), if any, in the exercise of its sole discretion. No binding commitment shall arise on the part of the City to any respondent under this Request for Bid until and unless the parties sign documents of agreement that become effective in accordance with their terms. Responses to this RFB, however, shall be held firm by Respondent for at least ninety (90) days.

Ad Dates: March 27, 2026
April 1, 2026

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EXHIBITS

A. BID FORM

**B. CERTIFICATIONS, AFFIDAVITS, ASSURANCES, STATEMENTS, WAIVERS, AND QUESTIONNAIRES
WHICH MUST ACCOMPANY BID FORM**

- B-1. Non-Collusion Affidavit**
- B-2. Worker’s Compensation Insurance Certificate**
- B-3. Americans with Disabilities Act Compliance Certificate**
- B-4. Ownership Disclosure/CA Levine Act Statement**
- B-5. Drug-Free Workplace Certificate**
- B-6. Iran Contracting Act Statement**

**C. SAMPLE PROJECT AGREEMENT WITH ATTACHMENTS
ATTACHMENT 1 - GENERAL CONTRACT PROVISIONS
ATTACHMENT 2 - INSURANCE REQUIREMENTS**

The following documents are provided in addition to the Request for Bid document:

- D. MAPPED OUTLINE OF CITY LIMITS**
- E. DODGE DURANGO NEUTRAL OVERRIDE**

I. DEFINITIONS

For the purposes of RFB NO. 24-25-52, the following terms shall have the meanings indicated:

1. "City" means the City of Visalia
2. "City Council" means the Council of the City of Visalia
3. "Bidder", "Vendor", "Supplier", "Consultant", "Contractor", and "Subrecipient" are used interchangeably throughout this invitation to mean the person, firm, or corporation or other entity submitting a Bid in response to the Request for Bid.
4. "Bid" and "Proposal" are used interchangeably to mean an individual's or entity's offer in response to this Request for Bid.
5. "RFB" means Request for Bid No. 24-25-52.

II. INTRODUCTION

The City of Visalia Purchasing Division is soliciting Bids for an annual contract for fleet on-call towing services for the City's fleet, which includes light and heavy-duty vehicles. The City of Visalia has approximately 490 vehicles in its fleet, 320 of which are light-duty and 170 of which are heavy-duty. The City averages approximately seven (7) calls for towing per month, two (2) of which are heavy-duty vehicles.

To accommodate the needs within the City of Visalia organization, this solicitation for bid includes two (2) options: **Option 1, Light Duty Vehicle Towing**, and **Option 2, Heavy Duty Vehicle Towing**. **Prospective bidders may bid on one or both options, but are not required to bid on both options.**

The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. Bids are being sought from contractors who have a proven record of experience in providing the services required by this Invitation to Bid.

In an effort to encourage local businesses to provide goods and services to the City, Council has enacted a local preference. The local preference will apply to any business that has a business address within Tulare County for a minimum of six months. A Post Office Box will not be accepted as a business address. The City reserves the right to request proof of Tulare County address.

The local preference for bids consists of a match preference in which a local vendor whose bid is within 5% of the apparent low bidder will be given three (3) business days, from date notified, to match or beat the low bid. If there is more than one local vendor that is within the 5% range, the offer goes to the local vendor that is closest to the low bid.

The City hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this notice. Individuals and/or entities submitting bids/proposals to the City of Visalia will not be discriminated against on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, sexual orientation, or military and veteran status in any consideration leading to the award of contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity leading to the award of a contract.

Executive Order N-6-22 – Russia Sanctions On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

III. INSTRUCTIONS

1. Fill out attached Bid Form (Exhibit "A") in ink or typewriting completely.
2. Cross out and initial mistakes in ink and place the correct response next to same.
3. Timely submit Bid in a sealed envelope addressed and marked as follows:

To: City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, California 93291

From: Bidder's Name & Mailing Address

Marked: Fleet On-call Towing Services
RFB NO. 24-25-52

Deadline: 2:00 PM PT on Thursday, April 23, 2026

Delivery of Bid: When sending a bid via FedEx, UPS, etc., it is the responsibility of the Bidder to ensure that the bid is received during open office hours. Office hours are 7:30 a.m. to 5:00 p.m., Monday through Thursday. We are closed on Fridays and major holidays. Bids are not delivered or received when the office is closed.

The City utilizes an outside service for delivery and sorting incoming mail, and therefore, mailing a bid via U.S. Mail is not recommended, as there could be a delay in receiving bids by the deadline. Bids must be received prior to the deadline. The City will not accept a postmark as evidence of delivery.

Night Drop Box: If delivering a bid after hours, a Night Drop Box is located at Visalia City Hall, 707 W. Acequia Avenue, Visalia, CA 93291. Enter the west parking lot of the building off of Stevenson Street. The Drop Box is labeled "Night Drop" and is located on the building across from the bicycle racks. The Night Drop Box should only be utilized if City Offices are closed. The Night Drop Box is checked prior to the bid deadline.



4. Submit each of the required Certifications, Affidavits, Statements, and Questionnaires, as well as optional waiver(s) to City with the sealed Bid. City will not consider bids that are not accompanied by the required completed forms.
5. Inquiries: All questions regarding this bid document must be directed to the City of Visalia Purchasing Division at 559-713-4334. To prevent misinterpretations, all technical questions must be submitted in writing via email to purchasing@visalia.gov

Deadline for submitting questions: no later than April 15, 2026.

IV. SCOPE OF SERVICES/PROJECT

The City of Visalia is soliciting bids from qualified vendors to establish an annual contract for on-call towing services for use by the Fleet Department.

Contractor shall provide all labor, materials, tools, equipment, and transportation necessary to perform on-call towing services for City-owned vehicles. Services shall include both light-duty and heavy-duty vehicle towing.

For purposes of this agreement, towing shall be defined as the lifting and transport of a vehicle in a manner that complies with all applicable laws and industry standards, while minimizing the risk of damage.

The City will rely on the Contractor's professional expertise. The Contractor shall perform all towing services in a safe, lawful, and workmanlike manner consistent with industry standards and manufacturer recommendations.

The Contractor shall be responsible for any damage to vehicles directly caused by the Contractor's towing, handling, storage, or related services.

This solicitation includes two (2) service options:

- **Option 1:** Light-Duty Vehicle Towing
- **Option 2:** Heavy-Duty Vehicle Towing

Bidders may submit a bid for one or both options, but must provide pricing for all items within each option selected.

Each option will be awarded to the most responsive and responsible Bidder whose proposal meets the requirements of this RFB and provides the best overall value to the City.

A. OPERATIONAL & SERVICE REQUIREMENTS:

1. **Service Requests:** The Contractor shall be notified by telephone or other agreed-upon communication method.
 - Contractor shall acknowledge receipt of the request within **ten (10) minutes**
 - Contractor shall confirm whether service can be performed at that time

Failure to respond within the required timeframe or refusal to accept call for service without valid justification may be considered a failure to respond.

2. **Towing Destination:** Unless otherwise directed, vehicles shall be towed to:

City of Visalia Corporation Yard
336 N. Ben Maddox Way, Visalia, CA

The City may designate alternate locations at the time of service request.

- **Overnight Storage:** On occasion, it may be necessary for the Contractor to store the vehicle overnight to tow to an alternate location the following morning. Any storage of a vehicle overnight will require prior authorization by the Fleet Manager. Contractor will provide in the bid a separate cost related to the storage of vehicles.
- **Storage Requirements:** Contractor shall maintain a secure enclosure that is locked. Enclosure shall be supplied with electrical power. Enclosure shall be able to house at one time a minimum of five (5) mid to full-size vehicles. Storage rates shall be based on a daily rate, with a ½ day increment allowable in the billing.

3. **Response Time Requirements:**

- **Heavy Duty Tows:** Arrival within two (2) hours
- **Light Duty Tows:** Arrival within one (1) hour
 - Response times begin at the time the Contractor accepts the service request.
 - Delays due to circumstances beyond the Contractor's control (e.g., accidents, road closures, severe weather) must be promptly communicated to the City.
- Please Note: Evidence tows are NOT a service under this contract.

4. **Service Area:** Contractor shall provide tow services within the City Limits as outlined in **Exhibit D**.

- Mileage cost for tows outside the City limits shall be stated on the bid form and shall be in addition to the basic tow rate. The mileage and boundaries apply to light-duty tows only.
- Mileage does not apply to heavy-duty towing unless specifically approved.

5. **Flat Tire Service:** Contractor may be requested to perform on-site tire changes for City vehicles.

Services shall be performed only when an appropriate spare tire is available; otherwise, the vehicle should be towed.

B. TECHNICAL AND PROCEDURAL REQUIREMENTS:

1. At the time each vehicle is towed, the following information must be provided to the City by the contractor:
 - a. Date and time of service
 - b. Location of vehicle
 - c. Type of tow (e.g., breakdown, accident)
 - d. Make and model of vehicle
 - e. Vehicle license plate number
 - f. Vehicle identification number
 - g. City vehicle number
 - h. Signature of City employee
 - i. Charges Incurred

HEAVY DUTY VEHICLES

1. If towing from the front axle, all tows will be required to have the drivelines dropped or axles removed prior to towing to prevent damage to the transmission. NO EXCEPTIONS
2. No homemade devices are allowed. All equipment is to be DOT-approved. Modified or Unauthorized equipment shall NOT be used to tow any City of Visalia vehicle.
3. Any heavy-duty vehicle that has debris wrapped in the driveline, differentials, or wheels MUST be towed from the rear. NO EXCEPTIONS
4. All heavy-duty vehicles must be towed from the rear whenever possible.
5. All safety chains must be long enough to be connected from the tow truck to the front axle or rear differential housing of the vehicle being towed. NO EXCEPTIONS
6. Safety chains SHALL NOT be attached to the rear DOT bumper of a refuse truck.
7. All towing trucks used to tow heavy-duty vehicles shall be equipped with a 4-stage under-reach.
8. All towing trucks must have a minimum of 4 axles.
9. Contractor must have a traveling dual axle trailer that can legally haul heavy-duty vehicles/equipment with a designated hauling capacity of 40 tons.

LIGHT DUTY VEHICLES

1. All light vehicles will be required to have a "Rollback Towing" flatbed to prevent damage to the transmissions.

2. Any Dodge Durango requiring a forced neutral procedure shall be handled in accordance with the attached step-by-step instructions.

C. CONTRACTOR AND DRIVER RESPONSIBILITIES AND REQUIREMENTS Contractor shall perform services in a manner commensurate with the highest professional standards, using qualified and experienced personnel.

1. Contractor shall be responsible for ensuring that all work performed under this contract shall conform to, and comply with, all applicable safety and motor vehicle regulations as issued by, but not limited to, the Federal Government, the State of California, and the City of Visalia.
2. Contractor shall give his personal attention to the fulfillment of the contract and keep work under his control. Contractor shall not use a subcontractor or a subcontracted tow truck in the performance of work under this contract. All persons engaged in the work will be considered employees of the Contractor. The Contractor shall own all tow trucks used under this contract.
3. All employees shall wear uniforms or other identifying clothing, such as shirts or jackets with the Contractor's business name and the employee's name clearly displayed. See "Contractor's Personnel, #5 on page 8 of this document, to make clear to all observers that they are employed by the Contractor. All of Contractor's vehicles and (tow) trucks shall have appropriate company identification, visible to all observers, to identify vehicles as being owned by the Contractor.
4. All drivers shall be properly licensed in accordance with all applicable State and Federal laws and the California Department of Transportation. All Drivers shall operate tow vehicles safely and prudently. Drivers shall refrain from using profane or vulgar language in a public area while performing work under this agreement.
5. Vehicles to be towed will include cars, trucks (heavy and light-duty), fire trucks, refuse trucks, dump trucks, chipper trucks, motorcycles, and major parts or subassemblies of any of the above.
6. Estimated annual quantities of the number of tows are given for bid purposes only. The City of Visalia does not guarantee that a minimum number of tows will occur. Bidders should be aware that the tow service will be used on an "as needed" basis. In addition, the contractor must accept all vehicles and cannot "pick and choose" or select vehicles.
7. Contractor shall not perform any additional services related to the towing of the vehicle for which payment is expected without the express written consent of the City of Visalia, prior to the time the extra services are performed or rendered.
8. All tow vehicles shall have a two-way communication system.
9. All tow vehicles shall comply with the State of California emission inspection program.
10. Towing services shall be available twenty-four (24) hours a day and every calendar day of the year.
11. For purposes of this agreement, the term "contractor", "bidder," or "vendor" shall include any of the contractor's officers, managers, employees, independent contractors, and agents.
12. Bid prices for services shall include all applicable taxes. Bid prices shall include all costs for dollies, winching, standby time, tire change, dropping drive line, or removing axles, and any other services required to perform the tow, including clean-up of debris or fluids. Bid prices shall apply on a twenty-four (24) hour basis, including weekends and holidays.
13. Tow rates will be based upon two categories of vehicle weight. For purposes of this agreement, the applicable GVWR will be as indicated on the vehicle registration. All vehicles with a GVWR of 15,000 or less are to be considered light-duty; vehicles with a GVWR greater than 15,000 are to be considered heavy-duty.

As indicated in the introduction, this solicitation for bid includes two (2) contract options: Option 1, Light Duty Vehicle Towing, and Option 2, Heavy Duty Vehicle Towing. Prospective bidders may bid on one or both options, but are not required to bid on both options. Bidders are required to bid on all items within each option. Each option will be awarded and shall be made to the most responsive, responsible Bidder

whose Proposal meets the requirements and criteria outlined in this RFB, price and other factors considered, and whose Bid is determined to result in the optimum economic advantage to the City.

- a. **Option 1: Light Duty Vehicles:** Less than or equal to 15,000 GVWR. Vehicles shall be based on a cost per tow, plus mileage for those tows outside the City Limits.

Mileage cost for tows outside of the prescribed boundaries shall be stated on the bid form and shall be in addition to the basic tow rate. The mileage and boundaries apply to light-duty tows only, as heavy-duty tows shall be based solely on the hourly rate stated by the bidder on the bid form

- b. **Option 2: Heavy Duty Vehicles:** Greater than 15,000 GVWR. Heavy-duty tows shall be based on an hourly rate. Mileage does not apply to Option 2.

Cost to tow vehicles requiring extraordinary means shall be based on an hourly rate. That hourly rate shall apply to a truck and one person.

1. Contractors shall include in their response a list of at least three (3) organizations, which can be used as references for the performance of similar services. Contractor shall endeavor to include references to work performed for public sector agencies. Include the name and telephone number of the contact person. Selected organizations will be contacted to determine the quality of work performed and the personnel assigned to the job.
2. If Contractor fails to respond on three (3) occasions during any three (3)-month period to the City's request for towing services, the City may, at its option, cancel the contract.

Contractor's Personnel:

1. It is the responsibility of the Contractor to ensure that all Drivers are licensed in accordance with any applicable Federal and State Laws and abide by all regulations of the Department of Transportation. Further, it is the responsibility of the Contractor to ensure that all drivers are at least 18 years of age and possess the appropriate licensing, valid medical certificates, and endorsements as required by law for driving the tow trucks assigned. The Contractor shall ensure that tow truck drivers responding to calls initiated by the City of Visalia are qualified and competent employees of the Contractor. The Contractor shall ensure that the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles serviced through the City of Visalia.
2. List of Drivers: The Awarded Contractor (operator/owner) shall maintain a current list of drivers at all times.
 - a. The Awarded Contractor shall provide a current list of drivers to the Purchasing Division upon implementation of this agreement. The list shall include any driver who will be working under this contract. The Contractor shall immediately notify the Purchasing Division upon any change in driver status, including the addition of any new driver(s), or the deletion of any driver(s). An updated list shall be provided to the Purchasing division within seven calendar days of any change in driver status. Contractor will be responsible for strict adherence to this requirement.
 - b. Awarded Contractor shall, as a minimum, maintain the following information for each employee:
 - Full Name
 - Date of Birth
 - California Driver's License Number
 - Copy of a valid medical certificate (if required)
 - Job title/description
 - Current home address
 - Current home phone number
 - Type(s) of truck(s) the driver has been trained and instructed to operate

3. Contractor must meet the City of Visalia's Standard Insurance Requirements at all times. Failure to provide proof of any insurance on request may be grounds for immediate termination of the contract.
4. It is the responsibility of the Awarded Contractor to ensure that his/her employees abide by all the provisions and conditions of the RFB.
 - All tow truck drivers and owner/operators shall be enrolled in the Pull Notice program.
 - Upon the addition of new drivers, Contractor shall immediately enroll drivers in the Pull Notice Program.
 - Pull Notices shall be kept on file, signed, and dated by the operator/owner.
 - The Purchasing Supervisor may require the Awarded Contractor to provide copies of Pull Notice Reports to the Visalia Police Department.
5. The tow truck driver shall respond in the appropriate attire. This shall include, but not be limited to, a business shirt with the driver's name and/or business logo. Clothing shall be clean and presentable, with no tears, fraying, or holes. Depending on the time of the year, pants or shorts may be worn with the appropriate footwear. No sandals, flip-flops, or similar type of footwear.

V. PRE-BID AND CONTRACT MEETINGS

1. Non-mandatory Pre-Bid Meeting. A non-mandatory pre-Bid meeting has been scheduled for Tuesday, April 7, 2026, at 10:00 AM at City Hall, 707 W. Acequia Ave., Visalia, CA. Attendance at this meeting is not required to submit a Bid in response to this RFB, but is encouraged. Information regarding the project will be provided at that time. It shall be the responsibility of the Contractor to have acquired full knowledge of the job site, scope of work, and any problems or difficulties that may affect the work proposed.
2. Post Award Meeting. After the award of the contract, the Contractor shall meet with the Project Manager prior to the start of work to discuss any problems or questions that may arise. Contractor shall contact the Project Manager within ten (10) days of the date of the Notice to Proceed to arrange this meeting.

City Project Manager:	Danny Galindo
Department:	Public Works - Fleet Division

VI. BID OPENING AND CONFIDENTIALITY

1. Bid Opening. Bids shall be opened publicly in the presence of attendees, if any, on Thursday, April 23, 2026, at 2:00 pm. The name of each Bidder and the amount of each Bid shall be read aloud at the Bid opening. A Bid Opening Summary shall be made available after the bid opening. Bid information will not be available for public review during the bid evaluation phase.
2. Bid Confidentiality. The City favors full and open disclosure of all Bid records. The City will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records. By submitting a Bid, a Bidder agrees to indemnify and defend the City against all claims or actions brought against it to seek access to, or compel disclosure of, any records or documents in the City's possession.

After award, the City intends its selection process to be open and public. Respondents are advised that the California Public Records Act ("PRA") provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. The Federal Freedom of Information Act ("FOIA") contains a similar provision. Each Bidder shall clearly identify any information within its Bid that it intends to ask the City to withhold as exempt under either the PRA or FOIA. Any information contained in a Bidder's submission that the Bidder believes qualifies for exemption from public disclosure as "Proprietary" or "Confidential" must be identified as such at the time of first submission of the Bidder's Bid to this RFB. Any failure to identify information contained in a Bidder's Bid to this RFB as "Proprietary" or

“Confidential” shall constitute a waiver of Bidder’s right to object to the release of such information upon request under either Act.

VII. AWARD

1. Most Responsive, Responsible Bidder. A Contract (substantially similar to that attached hereto as Exhibit “C” with Attachments 1-2) shall be awarded with reasonable promptness by appropriate written notice. Award shall be made to the most responsive, responsible Bidder whose Proposal meets the requirements and criteria outlined in this RFB, price and other factors considered, and whose Bid is determined to result in the optimum economic advantage to the City. A responsible Bidder is one who has the capability, financial capacity, and integrity to perform the contract. A responsive Bidder is one who commits to all of the material terms, for example, price, quantity, quality, and delivery, of this RFB. Contractor must return a signed copy of the contract provided by the City with its Award Notice to City within ten (10) working days of receipt thereof.
2. Reservation of Rights. The City reserves the right to reject any item or items in the Bid; to waive informalities, technical defects, and minor irregularities in Bids received; and to select the Bid(s) deemed most advantageous to the City.

VIII. PROTESTS/APPEALS

Because it is essential that Bidders have confidence in the procurement procedures for soliciting and awarding contracts, it is the policy of the City to offer Bidders the opportunity to appeal award of contracts. The following procedures shall apply in regard to appeals:

1. Any actual Bidder who is aggrieved in connection with this RFB or award of a contract hereunder may protest to the City of Visalia Purchasing Division in writing within five (5) working days after such aggrieved Bidder knows, should have reasonably known, or could reasonably be expected to know of the facts giving rise thereto; and
2. Should identify only the areas regarding bid contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest in the rating process, and inappropriate or unfair competitive procurement grievance regarding the Bid process.
3. The City’s Purchasing Division shall have the authority to settle and resolve each protest. The resolution will be provided to Bidder in writing within five (5) working days of receipt of the appeal, unless the Bidder is notified that more time is required.
4. Further levels of appeal may be made in accordance with the appeals provision contained in Chapter 5 of the City’s “Purchasing and Contract Procedures,” which is available through City’s Purchasing Division.

IX. SPECIAL CONDITIONS

1. Project Administrative Issues
 - a. Complete Project. The successful Bidder shall be responsible for providing all materials, labor, equipment, and services necessary to fulfill the requirements of this RFB.
 - b. Quantities/Change Orders. The City reserves and shall have the right to make such changes to the work as may be necessary and desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Project Manager shall be and is hereby authorized to make such changes in the work as may increase or decrease the originally awarded contract quantities and/or total contract cost. The Contract Price or the amount due the Contractor will only be reduced/increased after the price change is reviewed and authorized by the Project Manager.

- c. Omitted Items. The Project Manager is authorized to omit minor contract items. Major items must be omitted by supplemental agreement.
- d. Extra Work. Contractor is prohibited from doing extra work, unless authorized in writing by the Project Manager before the work is done. Payment for approved Extra Work shall be as agreed to in writing by the Project Manager prior to the Extra Work being completed. No additional payment is due for unauthorized Extra Work.

2. City-Contractor Relations

- a. Project Manager's Responsibility and Authority. City will designate a Project Manager. All work shall be done under the general supervision of such Project Manager or his or her designee(s). The Project Manager shall decide issues of acceptability of work performance, and all questions related to fulfillment of the contract. Project Manager shall not have control over acts or omissions of the Contractor, or the Contractor's employees.
- b. Contractor/Contractor's Superintendent. Contractor shall bear all responsibility for, and have all control over, the means, methods, techniques, sequences, procedures, and safety precautions or programs related to work under this agreement.
- c. Project Site/Existing Structures. Contractor shall take care to avoid, but shall be responsible for, all damage to existing structures.
- d. Labor Contractor shall ensure that each employee who works on this project is qualified to perform their assigned duty safely. All work under this contract will be conducted professionally.

3. Legal Responsibilities.

It is the responsibility of the Contractor to comply with all applicable local, state, and federal laws, regulations, and licensing requirements related to towing operations, motor carrier safety, workplace safety, and vehicle storage. Contractor shall provide a safe working environment in compliance with the Occupational Safety and Health Act and California Health and Safety Codes. Additionally, Contractor shall secure all necessary permits, licenses, and similar requirements to carry out the project. Contractor shall comply with all applicable labor laws and ensure against discrimination.

X. GENERAL CONDITIONS

- 1. It is the policy of the City to provide equal opportunity to all candidates when selecting Bidders to provide public services. Bidders are expected to be equal opportunity employers.

The City hereby affirmatively ensures that Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit a Bid in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender, or religion in any consideration leading to the award of contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from Federal financial assistance.

Bidder shall provide to the City a list of all instances within the last ten (10) years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors, or suppliers. A description of the status or resolution of that complaint, including any remedial action taken, is required.

- 2. Post-Closing Date Corrections are prohibited.

3. Bids will not be accepted unless signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the Bidder.
4. Bids must be submitted on or before the Closing Date. Any Bids received after the Closing Date shall be returned, unopened, to the Bidder, provided the request number, opening date, and Bidder's return address are on the envelope.
5. Bids may be withdrawn prior to the Bid Closing Date by writing to the Purchasing Division.
6. Telegraphic, telephonic, electronic, and facsimile Bids and withdrawal requests will not be accepted.
7. Prices submitted are considered accurate for a period of ninety (90) days and cannot be withdrawn after the Closing Date.
8. All Bids are the property of the City after submission.
9. City is not responsible for Bid errors and omissions.
10. Bids should be prepared in a straightforward, concise manner. Information provided which was not specifically requested will be considered only in City's discretion.
11. A written amendment or addenda issued by City's Purchasing Division is the only method which should be relied on with respect to changes to the RFB. Respondent is responsible to contact City's Purchasing Division prior to submitting a Bid to determine if any amendments were made to the RFB.
12. Any contract resulting from the RFB will be jointly administered by the City's Purchasing Division and the Department requesting Bids.
13. Prior to conducting business in the City, a business tax certificate (license) must be obtained. Call 559-713-4326 for more information.
14. Bidder shall provide insurance as required by law and as indicated in the proposed contract.
15. Bidder shall maintain all personnel files and payroll records for employees used to implement the proposed contract.
16. Bidder shall withhold, pay, and report all taxes and issue W-2 forms at the end of each calendar year for employees used to implement the proposed contract.
17. Pursuant to the City's Charter, all other things being equal, tie Bids shall be awarded to a local merchant to the extent quality and prices are equal. If neither is a local vendor, the Bid shall be awarded by the flip of a coin by the Purchasing Division in the presence of at least one witness.
18. The City may make such investigation of the Bidder and information in the Bid as it determines necessary. This may include the collection of criminal history information, contractual and business associations and practices, employment histories, and reputation.
19. All California agencies may purchase off the Proposal submitted at the same prices, terms, conditions, and specifications. The City of Visalia shall incur no responsibility in connection with another agency's purchase.
20. Each Bidder will be required to submit Certifications, Affidavits, Assurances, Statements, and Questionnaires, which are attached in Exhibit "B".
21. The quantities given on the Bid Proposal form and any related contract documents are approximate only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly or impliedly, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of work, or to omit a portion of the work, as the City deems necessary or advisable, at the prices bid.

22. Bidders shall satisfy themselves by personal examination of the specifications and other contract documents and by any other means as they believe necessary, as to the actual physical conditions, requirements, and difficulties under which the project must be performed. The submission of a Bid shall be conclusive evidence that the Bidder has investigated, and is satisfied as to the conditions encountered, as to the character, quality, and quantities of work to be performed, and the materials to be furnished, and as to the requirements of the RFB and the City. No allowance shall subsequently be made because of a lack of such examination or knowledge.
23. Bidders shall complete all applicable portions of the Bid Form (Exhibit "A") for each option on which they choose to bid. If bidding on an option, Bidder must provide pricing for all items required within that option. Contractor may be required to submit Proposals on alternate items. The City reserves the right to award the contract based on the lowest combination or combinations of Proposal items and alternate proposed items.
24. No mention shall be made in the Proposal of sales tax, use tax, or any other tax, as all amounts Bid will be deemed and held to include any such taxes, which may be applicable.
25. Only one Bid may be submitted as a "Prime Contractor" for the same work by any firm, individual, partnership, corporation, or combination thereof. A Contractor submitting a Bid as a Prime Contractor may not also submit sub-Bids to other competing Prime Contractors. Reasonable grounds for believing that any individual, firm, partnership, corporation, or combination thereof is interested in more than one Proposal for the work contemplated will cause the rejection of all Proposals in which such individual, firm, partnership, corporation, or combination thereof is interested.
26. The City of Visalia is not liable for any costs incurred by Bidder in responding to this Request for Bid.
27. The annual contract resulting from this invitation to bid will be administered by the Public Works Department. However, the City's Purchasing Division shall be the final judge concerning issues or matters related to contract interpretation or problems regarding the terms, conditions, or scope of the contract.
28. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, may be extended annually thereafter for four (4) consecutive one-year periods. Contract shall begin no later than 15 days from the receipt of annual contract.
29. All **prices quoted in response to this Invitation to Bid shall be firm and fixed for twelve (12) months from the anniversary date of the agreement.** In order to protect the interests of the City and to give the vendor a reasonable basis for bidding, a price adjustment feature is hereby incorporated into the specifications. Prices bid by vendor may be adjusted annually at time of contract renewal and upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies, and materials.

It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the project manager in writing a minimum of thirty (30) but no sooner than ninety (90) calendar days prior to the annual anniversary date of the agreement. Requests filed after this time period will not be considered.

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the **U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U U.S. City Average, All Items)**. The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary month of contract. In no instance shall the price increase exceed 5%. The contracts unit price changes as a result of this formula shall be binding on the contractor for the subsequent contract year. The adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

This contract may be terminated without cause by the City, in whole or in part, by giving the Contractor fifteen (15) days written notice of the intent to terminate whenever the City determines that termination is in the best interest of the City.

If the Contractor shall fail to provide services or perform satisfactorily the work required by the terms and conditions of the contract, or materially breaches any of its obligations under this agreement, the City may terminate the contract, in whole or in part, by written notice. Termination shall take effect ten (10) calendar days after the date of mailing said termination notice.

Any assignment, subletting, or transfer of the interest of the contractor, either in whole or in part, without the written consent of the City, shall be cause for the City to immediately terminate the agreement for default.

Notwithstanding any other provisions of this agreement, this agreement may be terminated by the City upon a single violation of this agreement.

XI. POST AWARD RESPONSIBILITIES

1. Written Contract with City. A written agreement in a form similar to that attached to this Request for Bid as Exhibit "C" with Attachments 1-2 must be entered into between the City and the Contractor to whom the project is awarded. The Agreement forms the basis for the contractual obligation between the parties regarding the project. A contract will be provided with the Notice of Award and must be executed and returned to City within ten (10) working days of the date of award notification unless otherwise agreed.
2. Post-Award Responsibilities. Upon execution of the Agreement between the City and the Contractor, the Contractor shall immediately report all changes in its Articles of Incorporation, By-Laws, or Tax-Exempt status to the City.
3. Insurance. Contractor shall obtain and maintain the minimum insurance coverage outlined in Exhibit "C", Attachment 2. Contractor shall provide evidence of such insurance to the City's Purchasing Division prior to commencement of work.

Upon determination by the City that a contract has been entered and Contractor has provided all of the information that it is required to provide pursuant to this RFB, City will issue, in writing, a notice to proceed on the project to Contractor.

EXHIBIT "A"
BID FORM RFB NO. 24-25-52

PROJECT: ANNUAL CONTRACT FOR FLEET ON-CALL TOWING SERVICES

BIDDING FIRM: _____

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 24-25-52 dated: _____, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, appurtenances and incidentals required for the above stated project 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 Instructions to BIDDERS, scope of services, specifications, and the contract requirements. If this proposal 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 entire work and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that all prices bid include all appurtenant expenses, taxes, royalties, and fees. All bids will be checked for accuracy. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

BIDDER hereby agrees to execute a contract within ten (10) working days, or such further time as may be allowed in writing by the Purchasing Division, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the BIDDER does not, said Purchasing Division may proceed to award the contract to others.

BIDDER agrees to commence the work only after the contract is fully executed and Notice to Proceed and/or City Purchase Order has been issued.

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 UNDERSTANDS this bid contains two bidding options: Option 1, Light Duty Vehicle Towing, and Option 2, Heavy Duty Vehicle Towing. Prospective bidders may bid on one or both options, but are not required to bid on both options.

The lowest BIDDER will be determined by the lowest total bid amount for each option. Award, if made, will be to the Bidder with the lowest bid for each option and whose bid is deemed both responsive and responsible and complies with the specifications of RFB No. 24-25-52.

The quantities given on the Bid Proposal form and any related contract documents are estimates only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly or impliedly, agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of work, or to omit a portion of the work, as the City deems necessary or advisable, at the prices Bid.

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

(1) If the BIDDER is an individual, enter name here in style used in business; if a joint venture, exact name of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a corporation, the exact name of the corporation.

(2) If BIDDER is other than an individual, identify here its character, i.e., joint venture, partnership, corporation, including the state of incorporation. If BIDDER is an individual operating under a trade name, state "an individual dba (trade name in full)".

(3) State on this line the address to which all communications and notices regarding the Bid Proposal, and any contract awarded thereunder, are to be addressed.

(4) If BIDDER is a joint venture, signature must be by one of the joint venturers, and if one or both of the joint venturers is a partnership or a corporation, each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his/her signature. Where BIDDER is a partnership or corporation, the names of all other general partners, or the president or secretary of the corporation, and their business addresses must be shown below.

Note: All names must be typewritten under written signature. All Addresses must be complete with street number, city, state, and zip code.

CONTRACTOR'S PERMIT INFORMATION

License Classification: _____
Expiration Date: _____

CITY OF VISALIA BUSINESS TAX CERTIFICATE NO.: _____

(A City Business Tax Certificate (License) is not required to submit a bid; however, vendor is required to obtain a City License prior to commencement of work or if vendor is presently transacting business within the City of Visalia regardless of whether the business address is actually located within the City. Contact the Business License Division for clarification of questions at 559-713-4326.

Federal Tax I.D. No.: _____

REFERENCES

The following are the names, addresses, and telephone numbers for at least three (3) agencies for which BIDDER has performed work similar in size and scope within the past two years.

<u>Company Name</u>	<u>Address</u>	<u>Tel. No.</u>	<u>Contact</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

DESIGNATION OF SURETIES

The following are names, addresses, and telephone numbers for all brokers and sureties from whom BIDDER intends to procure insurance.

Company Name	Address	Tel. No.	Type

EXHIBIT "B-1"

Non-Collusion Affidavit

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23 United States Code section 112 and Public Contract Code 7106 the bidder declares that bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; 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 or 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; 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.

This form must be signed by the person authorized to submit Bids on behalf of the Bidder. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Bidding Firm: _____

Business Address: _____

Signature: _____

Print Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal (if any):

WORKERS' COMPENSATION INSURANCE COMPLIANCE
(CALIF. LABOR CODE § 3700)

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work under this contract.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal (if any):

EXHIBIT "B-3"
AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

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. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal(if any):

EXHIBIT "B-4"

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, commonly referred to as the "Levine Act," can prohibit members of the City Council of the City of Visalia from participating in any action related to a contract if he or she receives any political contributions totaling more than \$500 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. 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 \$500 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?

2. YES: _____ NO: _____. If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Answering YES to the question above 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.

Signature of Authorized Individual

Date

Printed or Typed Name of Authorized Individual

Print or Type Name of Company

**EXHIBIT "B-5"
DRUG-FREE WORKPLACE CERTIFICATION**

STATE OF CALIFORNIA
STD.21 (REV.12-93)

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY(Authorized Signature)	DATE EXECUTED
PRINTED NAME OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code) ()
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor or grant recipient will:

1. 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).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation, and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect, and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

EXHIBIT "B-6"
IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 et seq.)
(Complete and submit with response)

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

- The Contractor is not:
 - (1) 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
 - (2) 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) of 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.
- The City has exempted the Consultants 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.
- The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,00 over the life of the contract (up to 5 years).

Signature: _____ Printed Name: _____

Title: _____ Agency Name: _____

Date: _____

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 amount, termination of the Contract, and/or eligibility to bid on contracts for three years.

EXHIBIT "C"

**FLEET ON-CALL TOWING SERVICES
LIGHT DUTY TOWS
HEAVY DUTY TOWS (Can AWARD TWO SEPARATE CONTRACTS)
(PUBLIC WORKS/FLEET DIVISION)
(City of Visalia Bid No. 24-25-52)**

This Agreement, entered into and effective this _____ day of _____, 2026 ["Effective Date"], by and between the City of Visalia, hereinafter referred to as the "CITY", and _____ hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

RECITALS

WHEREAS, CONTRACTOR is an _____ (insert individual or entity type) with a primary business address of _____ and SSN or EIN: _____; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, City of Visalia solicited RFB-24-25-52, On-Call Towing Services for Light Duty and Heavy-Duty Tows; and

WHEREAS, The City of Visalia has reviewed and evaluated responses to the Bid and determined to award an contract to CONTRACTOR for the services; and

WHEREAS, CONTRACTOR represents it is licensed, qualified, and willing to complete the Project pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. "Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:

The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements
Attachment 3	City of Visalia Bid 24-25-52, Fleet On-call Towing Services
Attachment 4	CONTRACTOR's bid in response to Bid No. 24-25-52
Attachment 5	List of Awarded Contractor's current employees that may perform this work

3. CONTRACTOR SCOPE OF SERVICES and COMMITMENTS*:

CONTRACTOR shall provide the following services for the stated compensation on or before the stated completion dates ("Scope of Services"):

All work described in the Scope of Services in Bid No. 24-25-52.

4. CITY COMMITMENTS:

CITY shall perform the following tasks on or before the stated completion dates:

TASK	COMPLETION DATE
Pay Contractor as work is completed and invoiced monthly.	As requested by Contractor

5. COMPENSATION:

CITY shall pay CONTRACTOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay not more than the following amount as total compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on invoices, receipts, time sheets, and similar documents presented by CONTRACTOR to CITY.

Total Compensation:	Not to exceed \$ _____ annually at the Contractor's stated Bid Prices for (heavy vehicle tows/light vehicle tows/bid prices)
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days from the date of the invoice for completed work

6. CONTRACT PRICE ADJUSTMENTS:

All prices shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. Prices may be adjusted annually at time of contract renewal and upon mutual agreement of the parties.

It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the Project Manager at least thirty (30) days (but no sooner than ninety (90) days) prior to the annual anniversary date of the agreement.

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the **U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U, U.S. City Average, All Items)**. The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary date of contract. **In no instance shall the price increase exceed 5%.** The contract unit price changes as a result of this formula shall be binding on the contractor for the subsequent contract year. The adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CONTRACTOR

Dated: _____

By: _____

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for CONTRACTOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR.

CITY OF VISALIA

Dated: _____

By: _____

City Manager

Dated: _____

By: _____

City Attorney

Dated: _____

By: _____

City of Visalia Risk Manager

Dated: _____

By: _____

City of Visalia Project Manager

L. Executive Order N-6-22 – Russia Sanctions On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**EXHIBIT C, ATTACHMENT 2
INSURANCE REQUIREMENTS**

1. **CONTRACTOR Insurance** CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects CITY, and any insurance or self-insurance maintained by CITY shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to it.
2. **Subcontractor(s) Insurance** If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR.
3. **Types of Insurance and Minimum Limits** The following types of insurance and minimum limits are required, providing at least the following minimum coverage and limits of liability:
 - a. Worker's Compensation written in accordance with the laws of the State of California, providing coverage for any and all employees of CONTRACTOR in the minimum statutorily required coverage amounts.
 - b. Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR's employees or contractors), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 - c. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for:
 - (1) bodily injury;
 - (2) personal injury;
 - (3) broad form property damage;
 - (4) contractual liability;
 - (5) cross-liability;
 - (6) products and completed operations liability
4. **Other Insurance Provisions**

If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post-agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post-agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post-agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post-agreement coverage shall be deemed to be reasonable.
5. **Endorsements**

All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clauses:

 - a. The City of Visalia, its officers, agents, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia.
 - b. It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy.
 - c. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA, 93291
6. **Proof of Coverage**

CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide CITY on or before the effective date of this Agreement with Certificate(s) of Insurance for all required coverages. Copies of all the required Endorsements shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the City of Visalia, which shall be provided by CONTRACTOR's insurance company as evidence of the stipulated coverages. **This Proof of Coverage shall then be mailed to:**
CITY OF VISALIA PURCHASING DEPARTMENT, 707 W. ACEQUIA AVENUE, VISALIA, CA 93291