



**CITY OF VISALIA
REQUEST FOR PROPOSAL
RFP 22-23-34**

**Request for Proposal (RFP) for
Comprehensive CNG (Compressed Natural Gas)
Portfolio Management Services**

- Proposer Conference:** On Tuesday, June 20, 2023 a non-mandatory proposer conference will be held at Visalia Transit Facility, 525 N. Cain Street in Visalia, California, at 1:00 p.m. This is an opportunity to ask questions regarding the program and the Request for Proposal requirements.
- Submittal:** One (1) unbound original and four (4) copies must be received on or before: **2:00 p.m. on Tuesday, July 11, 2023.**
- Addressed to:** City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291
- Addressed from:** Proposer's Name & Mailing Address
- Mark envelope:** RFP No. 22-23-34
CNG Portfolio Management Services

Proposals received after the time and date stated above shall be returned unopened to the proposer.

INQUIRIES:

Direct questions for clarification of this bid document to Purchasing Division (559) 713-4334, Fax (559) 713-4802, or email at purchasing@visalia.city. All questions must be received on or before **Thursday, June 29, 2023.**



**CITY OF VISALIA
STATE OF CALIFORNIA
REQUEST FOR PROPOSAL
RFP 22-23-34**

SEALED PROPOSALS will be received by the Purchasing Division located at 707 West Acequia, Visalia, CA 93291, until **2:00 p.m., on Tuesday, July 11, 2023**, for:

CNG PORTFOLIO MANAGEMENT SERVICES

Proposer Conference. A non-mandatory Proposer Conference will be held on **Tuesday, June 20, 2023, at 1:00 p.m.** at the Visalia Transit Operations and Maintenance Facility located at 525 North Cain Street in Visalia, CA. This is an opportunity for interested proposers to ask questions about the project and the proposal documents. This conference will include a tour of the CNG fueling facility. Entrance beyond the public fuel island of the CNG facility will require individuals to bring a high visibility safety vest and eye protection if fueling is in progress. Contract documents may be obtained from the office of the Purchasing Division by emailing purchasing@visalia.city, by calling (559) 713-4334, by FAX (559) 713-4802 or website visaliapurchasing.org.

Public Works Contract: Notice is hereby given that this contract is considered a public works contract and therefore subject to DIR registration and monitoring. All contractors and subcontractors bidding and performing work on Public Works Projects must be currently registered with the California Department of Industrial Relations (DIR). Awarded Contractor is required to furnish and upload electronic payroll records for new projects to the Labor Commissioner.

Veterans Preference. As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Required Bonds: The Proposer(s) awarded contract(s) pursuant to this RFP will be required to provide to the City of Visalia a **"Performance Bond"** in the amount of 100% of the contract amount within ten (10) working days of the date of the Notice of Award. According to City standard the surety company must be either a California Admitted Surety to its specified dollar limitation AND a current A.M. Best A: VIII rated surety. The Performance bond shall remain in force for the duration of the contract (updated annually).

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, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, age, 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

The right is reserved by the City of Visalia to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted and to award the contract according to the proposal which best serves the interests of said City.

**Publication Dates: June 8, 2023
 June 15, 2023**

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGES</u>
I. Definitions.....	6
II. Introduction.....	6
A. Information.....	6
B. Background.....	6
C. RFP/Agreement Schedule.....	7
III. Scope of Services	7
A. Services of the Consultant.....	7
B. Contract Bonds	13
C. City Responsibilities	14
IV. Proposal Content and Format Requirements.....	14
A. General Information	14
B. Proposed Approach	14
C. Staff Qualifications and Related Experience.....	15
D. Proposed Fee Structure	15
E. Conflict of Interest.....	16
V. Consultant Selection Procedure	16
A. Criteria & Weight.....	17
B. Background Check	17
C. Award of Contract.....	17
VI. Examination of Contract Requirements & Acceptance of Proposal Content	17
A. Withdrawal of Proposals	18
B. Rejection of Proposals	18
C. Evaluation/Award of Contract.....	18
VII. Measurement & Payment.....	19
A. Billing & Payments.....	19
B. City's Right to Withhold Certain Amounts.....	19
VIII. General Conditions	19
A. Important Notice	19
B. Legal Responsibilities	19
C. DIR Requirements, Public Works Contractor Registration & Project Labor Agreements.....	20
D. City of Visalia Labor Compliance Manual	20
E. Permits & Licenses.....	20
F. Insurance	21
G. Assignment of Contract	22
H. Documents/Data.....	22
I. Termination of Contract	22
J. Right to Require Performance	23
K. Ethics in Public Contracting	23
L. independent Contractor	24
M. Equal Employment Opportunity.....	24
N. Venue.....	24
O. Proprietary Information.....	24
P. Incurring Costs	24
Q. Firearms Prohibited	24
Required Forms (to be submitted with Proposal)	25
Sub-Contractor List	
Non-Collusion Affidavit	
Workers Compensation Insurance Certificate	
Equal Employment Opportunity Compliance Certificate	
Ownership Disclosure	
Drug-Free Workplace Certificate	

California Levine Act Statement
Iran Contracting Act Certification
Bidder's Statement on Previous Contracts Subject to EEO Clause
Americans With Disabilities Act Compliance Certificate
Certification Regarding Compliance with Federal Funding Requirements
Clean Air Act and Water Pollution Control Act Certification
Certification Regarding Lobbying
Certification of Anti-Kickback Compliance
Suspension and Debarment Requirements for All Contracts Over \$25,000

Sample Contract (Do not submit with Proposal)

ATTACHMENTS

- D-1. City of Visalia Labor Compliance Manual
- D-2. Prevailing Wage Determinations
- D-3. Federal Requirements Which Apply to Project and Related Contract
- D-4. Map of CNG Facility
- D-5. CNG Volume Table Spreadsheet

I. DEFINITIONS

For the purposes of this RFP NO. 22-23-34 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 Proposal.
5. "RFP" means Request for Proposal No. 22-23-34.

II. INTRODUCTION

A. Information

The City of Visalia (COV) is requesting proposals from qualified and experienced consulting firms to provide comprehensive Compressed Natural Gas (CNG) Portfolio Management Services for the COV Transit Division. The initial contract shall be for a three-year (3) period from the date of contract execution and shall, at the City's option and upon mutually agreeable terms, be renewable annually thereafter for two (2) consecutive one-year periods.

Veterans Preference. As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 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.

This Request for Proposals is being issued by the City of Visalia Purchasing Department. Unless otherwise directed, all communications regarding this Request for Proposals should be directed to the Purchasing Division at (559) 713-4334, or fax (559) 713-4802. However, to prevent misinterpretations, the Purchasing Division would prefer that all questions be sent by email to purchasing@visalia.city.

Any revisions to the Request for Proposals will be issued and distributed as addenda. Proposers are specifically directed not to contact any other City personnel for meetings, conferences or technical discussions related to this Request for Proposal. Failure to adhere to this policy may be grounds for rejection of proposals.

B. Background

The City of Visalia is located east of State Highway 99 and along State Highway 198 in California's Central Valley. The City's population is approximately 142,000 and its incorporated area covers approximately 25 square miles.

The City's Transit Division directly operates a fleet of 45 CNG buses from the central Transit Maintenance & Operations facility located at 525 N. Cain Street, which is located next to the CNG fueling station. The station includes a public access CNG fueling station which is accessible 24 hours per day, seven days per week. COV Transit fuels buses on a daily basis, typically between the hours of 6:00 p.m. and 3:00 a.m. Additionally, the fueling station supplies an adjacent slow-fill system for fueling the City's Solid Waste fleet of 62 vehicles.

C. RFP/Agreement Schedule

Event

Date of Event

RFP Available to the public.....	June 8, 2023
Proposer Conference @ 1:00 p.m. at 525 N. Cain St. Visalia, CA.....	June 20, 2023
Questions Deadline.....	June 29, 2023
RFP due at 2:00 pm at 707 W. Acequia Ave. Visalia, CA	July 11, 2023
<i>Short list established and vendors notified</i>	<i>July 2023</i>
<i>Interviews/Presentations with short-listed vendors (if required)</i>	<i>July 2023</i>
<i>Award of Contract @ City Council Meeting</i>	<i>August 2023</i>
Contract Begins	September 1, 2023

Italicized items and dates are at the City's option. The City reserves the right to award contract solely on the basis of proposal content.

III. SCOPE OF SERVICES

A. Services of the Consultant

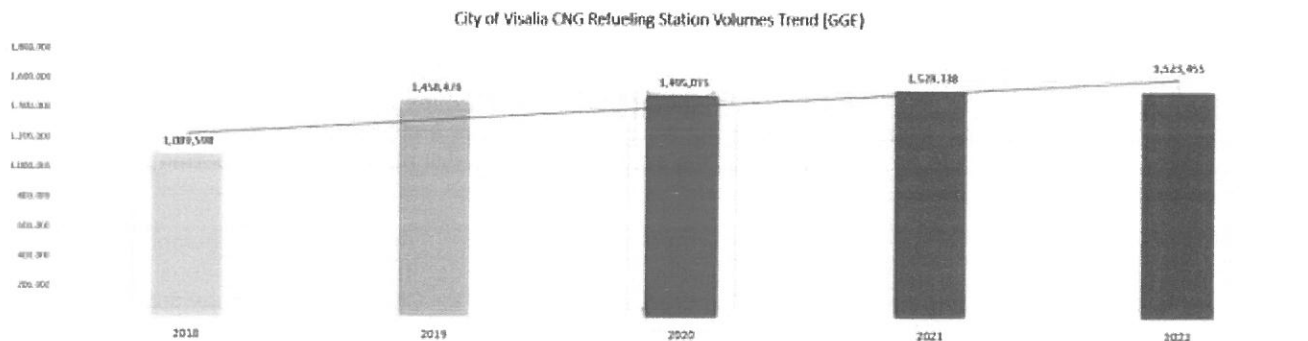
The City of Visalia's Transit Division is soliciting proposals from qualified and experienced firms to manage all aspects related to the operation of the COV Transit CNG station, including providing recommendations for improvements to the CNG Station; gas supply of the RCNG; quarterly reporting of all federal credits; management of the station; and to potentially provide Project Management Services/Design for the construction for the CNG station expansion. A listing of tasks and descriptions are listed below.

- **Task 1:** Provide consulting services to recommend improvements to the CNG station.
- **Task 2:** Supply 100 percent of COV Transit's natural gas requirements in the form of a guaranteed supply of renewable natural gas to COV Transit's CNG Fueling facility on a non-interruptible basis or supplier procurement for the RCNG.
- **Task 3:** Manage COV Transit's Low Carbon Fuel Standard (LCFS) program as outlined in California Assembly Bill AB32; manage additional LCFS and RIN (federal) credits generated through the use of green gas and provide quarterly reporting. Manage the LCFS credits for the Battery Electric Bus fleet and Transit owned Solar.
- **Task 4:** Provide fuel station maintenance management or contractor procurement for a station maintenance contract.
- **Task 5 (Optional):** Project management services and preparation of RFP and Bid documents to hire a design services consultant and construction company for the construction work to upgrade the existing CNG station equipment.

TASK DESCRIPTION/DETAILS

Task 1: Consulting Services

The CNG station owned by The City of Visalia Transit Division is currently operating at 30% over its intended capacity of 1,000,000 gallons. The station is due for a capacity upgrade and selected Consultant will offer recommendations regarding the improvements needed to upgrade the station. A chart depicting the capacity growth is shown below.



Task 2: Supply of Product

The successful vendor must assume full responsibility for guaranteed delivery of required volumes at all times, including any periods during which supply is curtailed or restricted in any way by Southern California Gas Company or any other entity. COV Transit will require proposing parties to provide proposal pricing in a minimum amount to allow for a reasonable minimum contract term.

COV Transit reserves the right to select the option that is determined to be the most advantageous to the City and enter into a contract based on that selection. During the term of this agreement, COV Transit reserves the right to purchase natural gas based on a current index (e.g. SoCal Gas), plus or minus fees, or convert such agreement into a fixed price, longer term agreement or such other terms as may be in the best interest of COV Transit. *Index pricing* shall mean the price posting relative to that as first published each month for SoCal Gas. *Fixed pricing* shall mean a constant price for all natural gas requirements during the contract term.

In addition, the selected vendor will be required to provide the following services based on the selected procurement method:

- Daily monitoring of natural gas usage
- Daily balancing as required by natural gas supplier
- Billing services
- Natural gas information and consulting services
- Handle all gas supply and delivery arrangements (both gas suppliers and utility companies)
- Monitor gas infrastructure issues (gas supply, reliability) and strategies for curtailment protection
- Maintain an auditable "paper trail"
- Act as an advocate on relevant issues before the Public Utilities Commission

Historically, COV Transit has purchased its natural gas from an investor-owned utility, Southern California Gas Company (SoCal Gas). COV Transit's goal is to reduce its energy costs while maintaining the highest possible degree of reliability in its natural gas supply to ensure that buses can be fueled and operated every day of the year. Additionally, the City desires to operate in the most environmentally responsible manner, limiting greenhouse gas generation, within the aforementioned parameters.

COV Transit facility usage is approximately 1,400,000 therms of CNG fuel annually. The following table provides a summary of the annual therm sales at the CNG Fueling Station:

CNG Sales (Therms)							
	2016	2017	2018	2019	2020	2021	2022
VT	764,767	864,994	805,209	766,450	675,993	676,659	659,363
SW	393,813	382,258	409,220	434,920	447,572	461,759	482,713
Pin Cards	91,794	123,376	90,904	106,710	153,764	181,520	179,639
Public	51,527	37,397	56,739	87,087	141,463	133,208	81,720
Total	1,301,902	1,408,027	1,362,073	1,395,168	1,418,793	1,453,148	1,403,437

Task 3: Manage LCFS Program

California's Cap and Trade Program

The California Global Warming Solutions Act of 2006 (Assembly Bill AB 32) is a cap-and-trade program that places a limit on various pollution generators but allows that cap to be exceeded through the purchase of credits from businesses that fall below their cap. The program requires California to reduce greenhouse gas emissions to 1990 levels by 2020. Under cap-and-trade, an overall limit on greenhouse gas emissions from capped sectors will be established by the cap-and-trade program and facilities subject to the cap will be able to trade permits (allowances) to emit greenhouse gas emissions.

As part of the cap-and-trade program, the California Air Resources Board (CARB) will hold allowance auctions to enable market participants to acquire allowances directly from CARB. Under the CARB Regulations, COV Transit, as the owner of the CNG fueling station, will receive credits (allowances) for CNG therm usage which may be sold through the auctions held by CARB to other entities.

COV Transit shall for the term of the agreement, and in return for compensation, provide the successful proposer with rights to all LCFS credits generated as a result of CNG being dispensed from COV Transit's CNG fueling station. COV Transit is already registered as a regulated party and has been selling the credits associated with the CNG station, through a third-party manager, for approximately six months.

The LCFS services provided by the vendor shall include, but not be limited to:

- Manage all regulatory requirements including regulatory filings.
- Reporting requirements
- Adherence to market rules
- Verification of actual emissions to regulatory agencies
- All compliance obligations promulgated under AB32 or subsequent legislation
- Keep COV Transit informed of LCFS market conditions on a monthly basis, to include written monthly reports on LCFS market conditions. Reports can be transmitted electronically
- Provide quarterly and annual cumulative accounting of COV Transit's LCFS credit balance

Pricing Requirements

Each proposer should offer its available alternatives and best approach in terms of providing both natural gas pricing and LCFS & RIN management services for a total requirements "package" that ensures the reliable delivery of COV Transit's natural gas requirements at a competitive price and guarantees top market value for COV Transit's LCFS credits.

For its price submittal, proposing firms must provide pricing in a monthly format using a California state recognized natural gas index; the price submittal must designate the index used for the basis of pricing. Proposing firms are to include a minimum and maximum contract term. If the proposing firm is offering an alternative method, pricing should be submitted separately in the same format. In each instance, narrative must be provided to thoroughly explain the rational, payment mechanisms and individual cost elements. In particular, proposal submittals should include the known details of the CARB auctions of LCFS credits. Proposals shall also include a detailed summary of all fees associated with the LCFS and RIN management, including the portion of credits retained in exchange for services.

Proposers should provide a detailed description of their business model, including whether they will be acting as an ESP or broker on behalf of COV Transit.

COV Transit will consider proposals from two types of providers, including:

- 1) Registered Energy Service Provider (ESP) with SoCal Gas and as approved by the California PUC.
- 2) Energy Broker or manager acting on behalf of COV Transit to procure the most cost-effective source of RCNG.

Task 4: Maintenance of CNG Station

Consultant or procured Contractor shall provide daily, scheduled, and emergency maintenance, monitoring, and repair services for the entire CNG facility located at 439 N. Cain Street, as is necessary to assure proper and efficient operation of the fueling station, at contractors cost and expense during the term of the contract. This includes providing all labor, parts, materials, replacement equipment, inspections and testing. Also included is the collection and transmittal to Visalia Transit of 3rd party credit card payments. All planned and unplanned CNG facility repair work shall be coordinated with the City of Visalia Transit and Public Works Departments.

- Equipment to be maintained under this contract includes all equipment located at the CNG fueling facility which is necessary for the proper and efficient operation of the fueling station. This includes, but is not limited to, the list of CNG Fueling Station Equipment.
- Contractor shall perform maintenance and inspection a minimum of once per week.
- Contractor shall have the capacity to remotely monitor the key compressor system variables such as flow, temperature, and pressure with remote alarm capability 24/7, 365 days a year.
- Contractor shall respond remotely within 30 minutes of an emergency shutdown event and be onsite within 2 hours of an emergency shutdown event.
- The City of Visalia shall permit contractor trained and certified personnel and its approved vendor subcontractors to enter the compressor compound area and the fueling island area to perform operations

and maintenance services. If utilizing subcontractors, please fill out the *Subcontractor List* included in this proposal on page 26 and submit the list with your proposal.

- The Contractor's personnel will be required to check-in with City of Visalia staff, to be designated by the Transit Manager, each visit to the site and give a report of any unscheduled or emergency service completed. Use of an operating system capable of providing site visit information in sufficient detail may satisfy this requirement.
- Contractor will be charged the actual cost, including overhead, for any site response required by Visalia Transit staff. This could occur as a result of a direct request from the Contractor, or due to the failure of the Contractor to respond in a timely manner.
- Contractor may upgrade any part or all of the Fueling Station as needed to maintain safe and compliant operation of the facility, at no cost to Visalia Transit, unless otherwise agreed upon. Any upgrades to fueling station equipment and/or new equipment installed will become the property of Visalia Transit upon their installation at the facility.
- At the end of the maintenance agreement, Contractor shall transfer the complete right or license of all operational software to the City of Visalia. All additional electronic files and programs, equipment manuals, and the entire operations and maintenance database shall also be transferred to the City of Visalia upon completion of the contract.

List of CNG Fueling Station Equipment

Item	Quantity	Description
Compressor	2	Large Units; Ariel Corporation Model; JGA/2 Air X changer Model: 54VV Job: 052232B
Compressor	1	Small Unit; Model: 5" Pinnacle Intensifier
Hydraulic Compressor (proprietary)	1	The HyC Hydraulic Compressor is proprietary equipment owned by Visalia Transit, which is designed and manufactured only by Trillium CNG. Parts and training for maintenance of this equipment will need to be sourced by Trillium at the expense of the bidder.
Dryer	1	Silvan Industries Serial: 737532
Storage	6	Steel cylinder
Time fill posts	18	Quad hose time fill post with a total of 72 dispensing nozzles
Public Fast Fill post	1	Kraus Global Ltd. Model HAM-2DCGG, 2 dispenser unit
Transit Fast Fill post	2	Pinnacle private fill, 2 dispenser unit
Proprietary Operational Software	1	Current software system is proprietary to Trillium, the current contractor. System connects to, monitors, and manages the fueling system allowing remote analysis and diagnostics. This system will be removed, leaving the Pinnacle (Scada) system listed below, unless bidder proposes a replacement system.
Non-Proprietary Operating System	1	Pinnacle (Scada) – this software would remain after proprietary software is removed.
ESD system	1	Emergency Shutdown

Types of Maintenance:

There are three types of maintenance that the Contractor is required to perform: *daily*, *scheduled*, and *emergency*.

1. Contractor will perform daily maintenance which is the daily monitoring of CNG station systems including critical flow, temperature, pressure, vibrations, fugitive leaks, and false alarms. Electronic monitoring is an acceptable alternative to on-site inspection. This is necessary to minimize emergency shutdowns, which are unacceptable if more than 2 times per month unless caused by City personnel or 3rd party negligence or abuse.
2. Contractor will perform scheduled maintenance which is specific maintenance performed in conformance with manufacturer's recommendations and industry best practices. Contractor shall develop a scheduled maintenance process per each manufacturer or vendor's requirements and

perform all this maintenance on a timely basis. This is necessary to eliminate emergency shutdowns and catastrophic failures.

3. Contractor will perform emergency maintenance which is unplanned service resulting from a system shutdown or failure causing the CNG station to not be fully operational. This is an unacceptable situation and is limited to 2 times per month. Contractor shall provide the City of Visalia a report of the emergency to include the resources required to fix the problem, the length of time the CNG station or compressor was shut down, the cause, steps taken to fix the problem, and steps taken to prevent it from happening again. The Contractor shall locally store and maintain an adequate supply of critical spare parts, based on manufacturers recommendation, for use in an emergency and the list must be approved by the City of Visalia

Maintenance and Inspection Procedures:

Contractor will provide a comprehensive listing of maintenance and inspection procedures for the CNG Fueling Facility. This list must include but is not limited to the following items. Proposers are encouraged to suggest additional or alternative procedures, however VT requests that proposer also includes an explanation of the reason and necessity for such changes or additions.

Maintenance and Inspection Procedures

Dryer Maintenance	
1	Inspect desiccant level at the 750-hour service interval and replace if clogged, deteriorated, contaminated or experiencing excessive pressure drop
2	Check filter and dryer automatic drain operation weekly
Compressor Maintenance	
3	Drain recovery and blow down systems daily
4	Change hydraulic oil every 1,500 hours
5	Change filters every 750 hours
6	Inspect cylinders, pistons, piston rods, piston rings and piston rod packing annually and replace worn items
7	Inspect operation of valves every 750 hours minimum and replace as necessary
8	Recalibrate pressure and temperature gauges every 1,500 hours
9	Inspect and confirm alignment with motor annually
10	Clean cooling fins and check fan and hydraulic circulating pump every 750 hours
Electric Motor Maintenance	
11	Clear accumulated dirt from frame and air passages every 1,500 hours minimum
12	Inspect and confirm alignment with motor annually
13	Sealed bearings require no lubrication
14	TEFC motors do not require annual inspection
Dispenser Maintenance	
15	Clean dispenser components every week
16	Grease hose fittings as required
17	Check and verify calibration every 1,500 hours
Instrumentation Maintenance	
18	Check and verify accuracy every six months and make modifications as required
ASME Pressure Vessels	
19	Re-certify every five years

Maintenance Labor:

1. The Contractor is responsible for all operations and maintenance. Contractor personnel and subcontractors shall perform the actual on-site service and maintenance activities for Visalia Transit equipment.
2. All maintenance activities performed by the Contractor will be done in accordance with manufacturer and vendor manuals and instructions and in accordance with best industry standards. Any activity involved with the venting of gas or welding in the general vicinity of the CNG station shall be approved by Visalia Transit. Contractor will review all maintenance work to be performed with Visalia Transit personnel prior to commencement.
3. The Contractor is responsible for recruiting and maintaining a pool of high quality, committed, dependable maintenance service personnel for performing the on-site work at the Visalia Transit facility. These service personnel shall be factory trained and certified by the equipment manufacturers to work on CNG equipment and be OSHA certified. The Contractor is to provide names and qualifications of key personnel and any subcontractors assigned to the project in addition to the primary contact person. Include an organizational chart that clearly delineates communication/reporting relationships among contractor staff, including any subcontractors.
4. Each person shall meet the personal, technical, and experience requirement to perform CNG station maintenance work. Visalia Transit and Contractor shall mutually agree on the minimum qualifications needed to perform maintenance service. Visalia Transit shall approve the Contractor's pool of maintenance service personnel 2 weeks prior to execution of the Maintenance and Operation agreement.
5. The Contractor is responsible for furnishing its personnel with vehicles, safety equipment, computers, hand tools, pagers, cell phones, general test equipment, gas detectors and other equipment required to service a CNG station. Contractor service personnel shall wear all protection equipment necessary for the job such as, but not limited to, hard hat, goggles, and a yellow safety jacket or shirt while doing maintenance in the Visalia Transit facility.
6. The Contractor's personnel to be available and on-call with an on-site response time of 2 hours, 365 days per year for the duration of the maintenance agreement.
7. The Contractor is responsible for disposal of all liquid and solid waste resulting from the CNG maintenance work.

System Monitoring and Alarms

1. The CNG station alarm system and monitoring must be operational at all times. Bypassing alarms and shutdown systems will not be allowed without specific approval of Visalia Transit staff, as designated by the Transit Manager. The monitoring and alarm system shall be tested monthly preferably during minimum fuel demand periods. The Emergency Shut Down system shall be tested monthly and reset. Contractor's monitoring system shall be capable of proactively troubleshooting and diagnosing CNG station failures remotely and dispatching technician support as needed.
2. Maintain an emergency "hotline" to Contractor with handset located on site to report emergency conditions.
3. Immediately notify City staff, as designated, of any system shutdown expected to interfere with regularly scheduled fueling of the Transit and/or Public Works fleets.

Fuel Dispensing Area

The fueling panels, hoses, nozzles, and related fueling components shall be free from defects or wear, in good working order and free of any detectable leaks. All valves, fittings, connections and joints in piping shall be leak tested with a gas detector every three months. All leaks shall be immediately repaired. Contractor will not be responsible for equipment failures resulting from abuse or neglect by City of Visalia personnel.

CNG Compressor Compound Area:

Each compressor and related controls, hardware, and associated CNG system equipment shall be free from defects or wear, in good working order and free of detectable leak. Waste oil and other disposable liquids shall be stored in the proper containers and removed and emptied once per month in a safe and legal manner.

Record Keeping and System Monitoring

Contractor shall provide monthly reports to Visalia Transit for the CNG Station as necessary to reconcile station activity and monitor performance.

Permits and Local Licenses

The Contractor shall obtain and pay for all permits and licenses necessary to perform this contract. Prior to starting any work, the Contractor will be required to have a valid City of Visalia Business Tax Certificate. If required, the Contractor shall arrange and pay for site inspections in relation to permits and licenses.

Work Performance

All work shall be completed in a competent manner in accordance with industry best practices. All persons engaged in the work, including subcontractors, will be considered as employees of the contractor. The Contractor will be held responsible for their work. Visalia Transit will deal directly with and make all payments to the prime Contractor. The subcontracting of any or all work to be done will in no way relieve the Contractor of any part of the responsibilities under the Contract.

Safety Training

1. Contractor will provide, at no additional cost to Visalia Transit, on-site safety training to employees of the City in the use, operation and maintenance of the Refueling Station with such training to be provided on a bi-annual basis.
2. Contractor will provide instruction to the City's vehicle drivers covering fueling procedures and safety issues as they apply to fueling equipment and the Fueling Station, as well as contact information for issues and questions that may arise during daily operations.

Marketing and Sales

1. The City will set the price for sale of CNG to third party customers.
2. Contractor will be responsible for marketing and sale of CNG from the Transit fueling station to City of Visalia third party customers.
3. Third Party customers will be limited to payment with Visa, Mastercard and Discover Card at the point of sale to purchase CNG at the Fueling Station. Additional forms of payment must be approved by Visalia Transit.
4. Contractor will assist the City in its preparation of grant applications seeking funds for use by the City in its efforts to maintain a fleet of natural Gas Vehicles.

Daily Operation

Contractor shall cause the fueling station to be open for fueling of CNG vehicles 24 hours per day, seven days a week.

Task 5 (Optional): Project Management Services

The CNG station is due for a capacity upgrade. The awarded vendor will perform Project Management services and assist in the preparation of RFP and Bid documents to hire a design firm and obtain a construction contract. The consultant will assist with the RFB and contractor selection process and then continue to Project Manage and assist with the oversight of the project through completion.

B. CONTRACT BONDS

Required Bonds: The Awarded agency pursuant to this RFP will be required to provide to the City of Visalia a "Performance Bond" in the amount of 100% of the contract amount within ten (10) working days of the date of the "Notice of Award".

The Performance Bond shall remain in force for the duration of the contract. It shall be updated annually and as needed during the contract year due to additions/deletions to the contract. According to City standard the surety

company must be a California Admitted Surety to its specified dollar limitation AND a current A.M. Best A: VIII rated surety.

C. CITY RESPONSIBILITIES

- Compensate the consultant as provided in the contract agreement.
- Provide a "City Representative" who will represent the City and who will work with the consultant in carrying out the provisions of the RFP. The Consultant shall communicate with the City representative who will provide the following services:
- Examine documents submitted to the City by the Consultant and timely render decisions pertaining thereto.
- Give reasonably prompt consideration to all matters submitted by the Consultant for approval to the end that there will be no substantial delays in the Consultant's program of work.

IV. PROPOSAL CONTENT AND FORMAT REQUIREMENTS

The following are proposal requirements. Respondents are requested to organize their proposal into sections with tabs corresponding to the listed selection criteria as follows. You must answer the following questions in the same sequence as below. A screening committee will evaluate the completeness of the response to the RFP.

A. General Information

- Firm name, address, telephone number, fax number and email address.
- Account Representative or other person to contact for clarification of any item contained in the proposal. Include telephone number, fax number and email address if different from above.
- Specify type of organization (individual, partnership or corporation) and if applicable indicate whether you are:
 - a. Small Business.
 - b. Disadvantaged Business.
 - c. Minority and/or Women-Owned Business.
- Provide your Federal Tax ID Number and City of Visalia Business Tax Certificate Number.
- Names of company's owners / officers.
- Personnel of the Proposer's Firm must be identified in the proposal with their background and the firm must give assurances of continuity of its personnel. A contact person needs to be identified.
- Provide surety information for all sureties – General and Automobile Liability, E/O and Worker's Compensation.
- References and Referrals

B. Proposed Approach

Information in this section will aid the City in the refinement of the scope of work during contract negotiations. Contents of this section shall be determined by the proposer but should demonstrate an understanding of the special characteristics of the project. Exceptions to the requirements of the RFP should be clearly delineated in this section.

This section shall outline the proposed approach to the project. This approach or scope of work shall consist of:

- Phase
- Objective(s)
- Task(s) and Brief Description
- Work Products/Reports
- Meeting(s)/Communications
- Completion Date

Summarize your approach and understanding of the program and any special considerations of which the City of Visalia should be aware. Indicate clearly the levels of participation you will expect from City of Visalia staff in the fulfillment of the contract. All proposers may include a maximum of two (2) pages of information not included, nor requested in this RFP, if you feel it may be useful and applicable to this project.

C. Staff Qualifications and Related Experience

1. Staff Qualifications and Experience

This section should demonstrate the qualifications of all professional personnel to be assigned to this project by providing resumes/experience summaries describing their education, credentials, related experience and their proposed roles for this contract. Note: Consultant may not substitute any member of the project team without prior written approval of the City.

2. Related Experience

Include descriptive information concerning the experience of the agency. Include information about previous projects that might be comparable, including the size and type of projects and the scope of services provided. In addition, provide references for the three (3) most comparable projects for which your agency has provided, or currently is providing, similar services.

List the projects in reverse chronological order and provide the following information for each project:

- Name of project
- Name of Agency
- Project location
- Brief description (type of construction, functional components, special design considerations)
- Name of agency's contact person and telephone number (contact person who will be employed by the agency at the time of RFP submittal)
- Your firm's specific involvement (i.e., engineer, subconsultant, etc.)
- The proposal cost vs. cost estimate
- Status of completion

D. Proposed Fee Structure

The Proposed Fee Structure shall be provided under separate, sealed cover as a part of the RFP submittal. Each Proposer should offer its available alternatives and best approaches in terms of providing a comprehensive package for the City of Visalia's CNG Portfolio Management Services. Provide proposed fees, cost information and recommend a budget plan for all services to be provided in the following format:

Task 1

- Consulting Services for CNG Station Improvements

Task 2

- Supply & delivery of natural gas to the CNG Station
- Daily monitoring of gas usage, daily balancing as required by natural gas supplier
- Billing Services
- Natural gas information and consulting
- Monitor gas infrastructure issues (gas supply, reliability) and strategies for curtailment protection
- Maintain an auditable paper trail
- Act as an advocate on relevant issues before the Public Utilities Commission

Task 3

- Management of COV Transit's Low carbon Fuel Standard (LCFS) program
- Manage additional LCFS and RIN credits generated through the use of green gas, and provide quarterly reporting
- Manage LCFS credits for the Battery Electric Bus fleet and Transit-owned Solar

Task 4

- Fuel station maintenance management or contractor procurement for station maintenance contract

Task 5 (Optional)

- Perform project management services and prepare RFP and Bid documents to hire a design services consultant and construction company to upgrade the existing CNG station equipment.

- Proposers must provide pricing in a monthly format using a California state recognized natural gas index; the price submittal must designate the index used for the basis of pricing.
- Proposers are to include a minimum and maximum contract term.
- Proposers must be clear on whether specific items will be contracted out or kept in-house.
- If the proposing firm is offering an alternative method, pricing should be submitted separately in the same format.
- In each instance, narrative must be provided to thoroughly explain the rationale, payment mechanisms and individual cost elements.
- In particular, proposal submittals should include the known details of the CARB auctions of LCFS credits.
- Proposals should also detail the procurement of green gas.
- Proposals shall also include a detailed summary of all fees associated with the LCFS and RIN management, including the portion of credits retained in exchange for services.
- Provide proposed fees for Operation and Maintenance and Third-Party Credit Sales collection as shown in Attachment A-5. Using the CNG and Credit Sales volume information provided, please complete the pricing schedule in Attachment A-5 to submit your proposed Contract pricing. The Maintenance and Operation fee should be broken down by CNG volume and the credit sales collection fee should reflect variation in pricing based upon fluctuations in gross sales, if any.
- Please include a listing of each craft, classification, or type of worker proposed for use in execution of the contract, in addition to the Prevailing Wage Determinations provided in this proposal. This listing will be used by the City to obtain the prevailing wage rates to be paid under the contract as required by section 1773 of the California labor Code. This listing must conform to the trade classifications available on the Department of Industrial Relations (DIR) listing of prevailing wage determinations available at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

Proposers should review the requirements of this RFP and address all services in this fee schedule that might reasonably be expected to support the project. Indicate how the City will be invoiced for services, i.e., unit or hourly costs. This information should be detailed and broken down by type of service and units of work or other applicable measure. Proposers should endeavor to provide a comprehensive, fee schedule, as the City will not include compensation in the contract for items not addressed.

The fee proposal submitted under separate, sealed cover, along with the proposed project approach, will be used as a basis for any contract negotiations. The actual scope of services and fees included in the contract may be negotiated and may vary to satisfy the City's actual needs.

E. Conflict of Interest

- Disclose any financial, business or other relationship with the City or any member of the City staff that may have an impact on the outcome of the project.
- List current clients who may have a financial interest in the outcome of the project.

V. CONSULTANT SELECTION PROCEDURE

Selection of the successful proposal shall be generally based on the information provided by the Vendors in response to the Request for Proposals and any subsequent interviews that may be conducted. *Consultant interviews will be held solely at the option and discretion of the City of Visalia.* The process for selection shall occur in the following sequence:

- Review Proposals
- Establish a "short list" of three or more firms
- Interview "short-listed" firms (at the option and discretion of the City)
- Identify best qualified firm
- Determine which, if any, alternates will be selected, and negotiate a fee
- Award contract

A project Selection Committee, as deemed necessary, will be formed to evaluate the proposals and to make recommendation to the Visalia City Council. This committee may consist of representatives of the user department, members of the community, members of the Council, and may include a representative knowledgeable in the services required of this RFP from outside of the community. Composition and creation of this committee, should

one be formed, is at the sole discretion of the City. Names of the Committee members, should one be formed, will not be released prior to the time for interviews.

The Committee will review the proposals for format to ensure conformance with the requirements of the RFP and may select finalists to interview with the Committee as a part of the Committee's evaluation process. The City does not guarantee that an interview will take place, thus reserving the right to select a contractor based solely on the information provided in the proposals received in response to the RFP. *Should an interview take place, the key personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview.*

A. Criteria & Weight

The Committee will address the following criteria in evaluation of proposals to gauge the ability of a contractor to perform the contract services as specified. The same general criteria will be used to judge both the proposal and the presentation, should the City choose to conduct interviews with short-listed firms. Additionally, 5 percentage points (Local Preference Points) will be given to any Proposer who has an established business address in the County of Tulare as outlined in Section II Introduction Item A.

Criteria	Explanation	Weight
Merit of Proposals Submittal/ Presentation	<ul style="list-style-type: none"> Thoroughness of Proposal Submitted 	20
Knowledge and Expertise of Personnel/Firm	<ul style="list-style-type: none"> Capability of personnel Firm qualifications Adequacy of Staff to perform the work List of relatable projects and experience 	35
Understanding of Project	<ul style="list-style-type: none"> Knowledge of project, requirements 	25
Record of Past Performance	<ul style="list-style-type: none"> References Ability to work effectively with the City Staff, other public agencies and related parties. Demonstrated ability to complete work tasks within project timelines and budget. Any design recognition. 	20

Prior to the award of contract, the City must be assured that the proposer selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to provide services called for under this contract. If, during the evaluation process, the City is unable to assure itself of the proposer's ability to perform under the contract, if awarded, the City has the option of requesting from the proposer, any information that the City deems necessary to determine the proposer's capabilities. If such information is required, the proposer will be notified and will be permitted seven (7) working days to submit the requested information.

B. Background Check

The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

C. Award of Contract

The successful firm will be required to enter into a contract with the City of Visalia. A Draft Agreement has been included in this RFP to alert proposers to the provisions generally found in City contracts. The Draft Agreement may be altered from the enclosed form at the discretion of the City and without notice to consultant prior to award of contract. The City does not guarantee that the Final Agreement will duplicate the enclosed Draft Agreement.

VI. EXAMINATION OF CONTRACT REQUIREMENTS AND ACCEPTANCE OF PROPOSAL CONTENT

Before submitting a proposal, proposers must satisfy themselves by personal examination of the proposal requirements and other contract documents, and by any other means as they may believe necessary, as to the actual conditions, requirements, and difficulties under which the work must be performed and to verify any representations made by the City of Visalia, upon which the offeror will rely.

The submission of a proposal shall be considered conclusive evidence that the proposer has carefully investigated all conditions that affect, or may at some future date affect, the performance of services covered by this solicitation, and is satisfied as to the character, quality, and quantities of work to be performed and as to the requirements of the proposal. Submission of a proposal shall also be evidence that the proposer is familiar with directives that in any way affect prosecution of the work or persons engaged or employed in the work.

No proposer shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for satisfactory performance under the contract. If the proposer receives an award as a result of this Request for Proposals, failure to have made such investigations and examinations will in no way relieve the proposer from its obligations to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for claim whatsoever by the proposer for additional compensation. Any errors, omissions, or discrepancies found in the specifications or other contract documents shall be called to the attention of the City and clarified prior to the submission of proposals.

Should the proposer feel there has been a supplemental or oral modification, it shall be his responsibility to verify said modification in writing prior to submission of the proposal.

The contents of the proposal of the successful proposer shall become contractual obligations if procurement action ensues. Failure to accept these obligations in a contractual agreement shall result in cancellation of award.

A. Withdrawal of Proposals

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals, only by written request for the withdrawal of the proposal filed with the Purchasing Division. The request shall be executed by the proposer or his duly authorized representative. The withdrawal of a proposal does not prejudice the right of the proposer to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

B. Rejection of Proposals

The City of Visalia reserves the right to reject any or all proposals; to waive any requirements, both the City's and those proposed by the vendor; to waive any irregularities or informalities in any proposal or the RFP process when it is in the best interest of the City to do so; to negotiate for the modification of any proposal with mutual consent of the proposer; to re-advertise for proposals, if desired; to sit and act as sole judge of the merit and qualifications of the service offered and; to evaluate in its absolute discretion, the proposal of each vendor, so as to select the vendor which best serves the requirements of the City, thus insuring that the best interest of the City will be served. Proposer's past performance and the City's assurance that each proposer will provide service as proposal, will be taken into consideration when proposals are being evaluated.

The City may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the proposer will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of a contract and to deliver the services contemplated herein or; the proposal of any proposer who has previously failed to perform properly, or complete on time, contracts of a similar nature. Any material misrepresentation or material falsification of information provided to the City in the proposer's proposal submission, or at any point in the proposal evaluation process, including any interview conducted, is grounds for rejection of the proposal. In the event that the misrepresentation or falsification is not discovered until after any agreement is awarded, the agreement may be terminated at that time. A determination as to whether a misrepresentation or falsification of the proposal submission is material shall be made solely in the exercise of the City's sound discretion. The City expressly reserves the right to reject the proposal of any proposer who is in default on the payment of taxes, licenses or other moneys due to the City of Visalia.

C. Evaluation/Award of Contract

Evaluation and selection of proposals will be based on the information called for in this RFP. Brochures or other promotional presentations beyond that sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary.

Proposals will be evaluated by a Selection Committee. The City reserves the right to make the selection of a proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the proposer to perform the services set forth herein.

The award, if made, will be made within ninety (90) days of proposal closing date. Proposer agrees and so stipulates in submitting this proposal, as though stated therein, and in any subsequent award of contract that:

1. Contract, should it be awarded, shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.
2. Should proposer be awarded contract, proposer shall not assign contract, or any part thereof, or any moneys due or to become due thereunder, without prior consent of the City.
3. Proposer shall indemnify and hold harmless the City, its officers, officials, employees, and agents from and against all claims, damages, losses, and expenses caused in whole or in part by any negligent act or omission of the proposer, its consultants, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct by the City.
4. Proposer shall hold the City harmless from liability of any nature or kind, including cost and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.

VII. MEASUREMENT AND PAYMENT

A. Billing and Payments

Vendor is fully responsible for assuring that all services arising from the agreement are billed the correct and applicable contract rate. The vendor is required to establish and maintain a process to monitor its billing practices and will refund all over-charges that may occur.

In connection with any cash discount offered, time will be computed from the date of complete delivery of the service as specified, or from the date correct invoices are received, if that date is later than the date of delivery. For the purposes of earning the discount, payment is deemed to be made on the date of the mailing of the City check.

B. City's Right to Withhold Certain Amounts

The City may withhold a sufficient amount of any payment otherwise due to the contractor to cover:

- ◆ Work required in the specifications which is not performed or is incomplete or for defective work not remedied.
- ◆ The cost of having the required work done by City forces or others will be charged to the vendor.
- ◆ The City reserves the right to assess a \$100 penalty per incident over and above the cost to correct the unsatisfactory condition for failure to perform any part of the work covered in this contract.

VIII. GENERAL CONDITIONS

A. Important Notice

The City of Visalia will not be responsible for oral interpretations given by any City employee, representative, or others. Proposers are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the City will attempt to notify all prospective vendors who have secured same. However, it will be the responsibility of each vendor, prior to submitting their proposal, to contact the Purchasing Division, located at 707 W. Acequia, Visalia, CA 93291, (559) 713-4334 to determine if addendums were issued and to make such addendum a part of the proposal.

B. Legal Responsibilities

1. All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for contracts of this nature whether the same or expressly referred to herein or not. By submitting a proposal, Consultant certifies that he or she will comply with all Federal laws and requirements, including but not limited to Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection and other laws and regulations.

C. Department of Industrial Relations Requirements, Public Works Contractor Registration Program and Project Labor Agreements

Notice is hereby given that this is a public works maintenance contract. All contractors and subcontractors (**including Contractors**) bidding and performing work on Public Works Projects must:

1. Be currently registered with the California Department of Industrial Relations (DIR)
2. Furnish electronic payroll records for new projects 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 listing unregistered subcontractors will be rejected as non-responsive.**

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 pre-hire collective bargaining agreement that establishes terms and conditions of employment for a specific 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.

D. City of Visalia Labor Compliance Manual

Contractor shall fulfill requirements of the Department of Industrial Relations and California Labor Codes by complying with the *City of Visalia Labor Compliance Manual* which is incorporated into this RFP as Attachment D-1 and subsequent contract by reference and available at visaliapurchasing.org. Executed contract will include a hard copy of this document.

E. Permits and Licenses

1. Business Tax Certificate

Possession of a City of Visalia Business Tax Certificate is not required to submit a proposal in response to this invitation to bid. *However, Contractor shall be required to possess, at his/her own expense, a valid and current City of Visalia Business Tax Certificate, prior to commencing work.* Fee is based on gross receipts for all business transactions in the City of Visalia. For additional information, contact the Business Tax Division at (559) 713-4326.

2. Professional License

Consultant is to be licensed in accordance with the California Business and Professions Code and is to possess current professional registration and be licensed to perform work in the State of California.

3. Permits

Consultant shall be required to obtain and maintain at his/her own expense, any and all permits, licenses and certifications issued by any federal, state or local governmental agency, pertaining to, and necessary for providing the services required in this Request for Proposals.

4. Required Bonds: The Proposer(s) awarded contract(s) pursuant to this RFP will be required to provide to the City of Visalia a "**Performance Bond**" in the amount of 100% of the contract amount within ten (10) working days of the date of the "Notice of Award". According to City standard the surety company must be either a California Admitted Surety to its specified dollar limitation AND a current A.M. Best A: VIII rated surety. The Performance bond shall remain in force for the duration of the contract (updated annually).

F. Insurance

Indemnification and Insurance

As respects acts, errors, or omissions in the performance of services, VENDOR agrees to indemnify and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against any and all claims, demands, losses, defense costs, liability or consequential damages arising directly out of Vendor's negligent acts, errors or omissions in the performance of his/her services under the terms of this Agreement; except to the extent those arise out of the negligence of CITY.

CITY agrees to indemnify and hold harmless VENDOR, its officers, employees, and designated volunteers from and against any and all losses, defense costs, liability or consequential damages to the extent arising out of CITY'S negligent acts, errors or omissions in the performance of this Agreement.

As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, VENDOR agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with Vendor's (or Vendor's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the negligence of CITY.

Without limiting CITY's right to indemnification, it is agreed that VENDOR shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

- Workers' Compensation insurance as required by California statutes.
- Commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).
- Professional liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000).
- Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

Each insurance policy required by this Agreement shall contain the following clause:

"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 of Visalia, Purchasing Division, 707 W. Acequia, Visalia, CA 93291, with the exception of cancellation for non-payment of premium, in which case ten (10) days notice shall be given"

In addition, the Commercial general liability policy required by this Agreement shall contain the following clauses:

"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."

"The City of Visalia, its officers, agents, employees, representatives and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia."

The successful bidder shall maintain the insurance for the life of the contract. Endorsements are to be received and approved by the City before work commences. Should Consultant cease to have insurance as required during any time, all work by Consultant pursuant to this agreement shall cease until insurance acceptable to the City is provided.

In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or
2. Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or

3. Terminate this Agreement.

G. Assignment of Contract

No assignment by the vendor of the contract or any part hereof, or of funds to be received there under, will be binding upon the City unless such assignment had prior written approval and consent of the City. In the event the City gives such consent, the terms and conditions of the agreement shall apply to, and bind the party or parties to whom such work is assigned, sublet or transferred.

H. Documents/Data

- A. Ownership of Documents: All original papers and documents, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without specific written authorization from CONSULTANT will be at CITY's sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

- B. Publication: No report, information, or other data given or prepared or assembled by the CONSULTANT pursuant to this Agreement, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CITY. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect or hold in confidence and confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.
- C. Copyrights: The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the CITY be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes.

I. Termination of Contract

The nature of this service contract requires that the City and the consultant must work closely as a mutually supporting team without conflict. Also, the City needs to be able to terminate this agreement at any time the City may feel this working relationship has been impaired or should the City no longer have complete confidence and satisfaction in the quality and performance of services by the proposer.

The right to terminate this Agreement, with or without cause, may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

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 three-year period and shall, at the City's option and with the consent of the CONSULTANT, be extended two (2) additional one-year periods. CITY will be presumed to request renewal unless the CITY delivers a written notice of non-renewal to the CONSULTANT a minimum of thirty (30) days prior to the renewal date. If the CONSULTANT elects not to consent to renewal by the CITY, then they must provide the CITY Project Manager with written notice of non-renewal at least ninety (90) days prior to the renewal date. Additionally, this Agreement may be terminated for convenience by the CITY, in whole or in part, by giving the CONSULTANT thirty (30) days' written notice of the intent to terminate

whenever the City determines that termination is in the best interest of the City. In the event of termination or expiration of this Agreement, CONSULTANT shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

Post-Termination:

1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms, and such manner as it may determine appropriate, services similar to those terminated.
2. Except with respect to defaults of subconsultants, the CONSULTANT shall not be liable for any excess costs if the failure to perform services required of this Agreement arise out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a subconsultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subconsultant were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.
3. Should the Agreement be terminated with or without cause, the CONSULTANT shall provide the CITY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement.
4. Upon termination, with or without cause, CONSULTANT will be compensated for the services satisfactorily completed to the date of termination according to compensation provisions contained herein. In no event shall the total compensation paid CONSULTANT exceed the total compensation agreed to herein.
5. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.
6. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

J. Right to Require Performance

The failure of the City at any time to require performance by the proposer of any provisions hereof shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

K. Ethics in Public Contracting

Each proposer, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act by submitting a proposal, the proposer certifies that its proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer in connection with the request for proposal; and that it has not conferred on any public employee, public member or public official having responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. The proposer further certifies that no relationship exists between itself and the City or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City of Visalia.

Prior to the award of any contract, the potential Consultant may be required to certify in writing to the Purchasing Division that no relationship exists between the proposer and any City employee, officer, official or agent that interferes with fair competition or is a conflict of interest with respect to a contract with the City of Visalia.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names may be rejected. Reasonable grounds for believing that a proposer has interest in more than one proposal for the work solicited may result in rejection of all proposals in which the proposer is believed to have an interest.

L. Independent Contractor

In the performance of the services herein provided for, the Consultant shall be, and is, an independent contractor and is not an agent or employee of the CITY. The Consultant has and shall retain the right to exercise full control and supervision of all persons assisting the Consultant in the performance of said services hereunder. The Consultant shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

M. Equal Employment Opportunity

During the performance of the contract, proposer agrees to the following:

1. Proposer shall comply with all the requirements, when applicable, of the California Fair Employment Practice Commission and provisions of, when applicable, all Federal, State of California, County of Tulare and City of Visalia laws and ordinances related to employment practices.
2. Proposer shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of the proposer. The proposer agrees to post in conspicuous places, visible to the employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
3. Proposer, in all solicitations or advertisements for employees, placed by, or on behalf of the proposer, shall state that proposer is an Equal Opportunity Employer.

N. Venue

Any contract resulting from this solicitation shall be governed by, and construed in accordance with, the laws of the State of California. Venue for any litigation arising out of the contract will be vested in Tulare County, California.

O. Proprietary Information

The proposals received shall become the property of the City of Visalia and are subject to public disclosure. Proposal prices and information submitted by proposers will be made available to proposers after City Council has approved award of contract. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the proposer as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as "Trade Secrets", "Confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may be deemed non-responsive.

P. Incurring Costs

The City of Visalia is not liable for any cost incurred by proposers in responding to this Request for Proposals.

Q. Firearms Prohibited

Guns may not be carried by contractors/vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.

SUBCONTRACTOR LIST

In accordance with the provisions of Section 2-8 "Designation of Subcontractors," of the Standard Specifications, each bidder shall list below the name and location of place of business of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent of the total contract price or \$10,000, whichever is greater. In each instance, the nature and extent of the work to be sublet shall be described.

The Consultant to whom the contract is awarded will not be permitted, without the written consent of the Project Manager, to substitute any person as subcontractor in place of the subcontractor designated in the original bid, or to permit any subcontract to be assigned or transferred, or to allow it to be performed by anyone other than the original subcontractor. The Project Manager may consent to the substitution of another person as subcontractor, if the original subcontractor, after having reasonable opportunity to do so, shall fail or refuse to execute, when said written contract is based upon the conditions of the general contract and complies with the subcontractor's written bid.

The failure of the Consultant to specify a subcontractor for any portion of the contract work in excess of one-half of one percent or \$10,000 of the total contract price shall be deemed to indicate that the Consultant intends to perform such portion himself. The subletting or subcontracting of work for which is in excess of one-half of one percent or \$10,000 of the total contract price, will be allowed only with the written consent of the Project Manager.

Complete Columns 1 and 4 and submit with proposal. Complete columns 2 and 3 and submit with the proposal or fax to (559) 713-4802 within twenty-four (24) hours after the bid opening. Failure to provide complete information in Columns 1 through 4 will result in a non-responsive bid. See the following page for the SUBCONTRACTORS LIST table.

In Column 1 the Consultant shall also list the Subcontractor's Department of Industrial Relations (DIR) Registration Number. This registration number is required to comply with California Labor Code provisions including section 1725.5.

SUBCONTRACTOR LIST

Column 1 Business Name, Location, Contractor License Number, Class of License, DIR Registration Number, and e-mail address	Column 2 Task Item No (s).	Column 3 A) Subcontracted Cumulative Dollar Amount & B) Subcontracted Percent of total project	Column 4 Description of Subcontracted Work

NON-COLLUSION AFFIDAVIT

To Accompany Proposal

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing Bid; that the 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; 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 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.

Company: _____
Business Address: _____
Signature: _____
Name of Signing Official: _____
Title of Signing Official: _____
Date: _____

Company Seal:

State of California
County of _____

On this _____ day of _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct
WITNESS my hand and official seal.

Signature _____ (Seal)

WORKERS' COMPENSATION INSURANCE CERTIFICATE

To Accompany Proposal

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:

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

To Accompany Proposal

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 28925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the contractor agrees as follows:

1. The vendor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. 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, gender, national origin or political affiliation. 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 by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The vendor 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, gender, national origin or political affiliation.
3. The vendor 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 by the agency contracting officer, advising the labor union or the workers' representative of the contractors' commitments under Section 202 of Executive order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.
Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
5. In the event of the vendor's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the vendor may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with 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 otherwise provided by law.
6. The vendor will include the provisions of Paragraphs (1) through (7) 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 contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

Certification on Non-Segregated Facilities

The contractor hereby certifies that it does not or will not maintain segregated facilities nor permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, gender, national origin or political affiliation.

Name of Firm

Authorized Signature

Date



CITY OF VISALIA
Ownership Disclosure for Contractors and
Consultants
To Accompany Proposal

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: _____

Firm 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:

Submitted by: Name _____

Date _____

DRUG-FREE WORKPLACE CERTIFICATION

STD.21 (REV.12-93)

CERTIFICATION

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 AND TITLE 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.

CALIFORNIA LEVINE ACT STATEMENT

To Accompany Proposal

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 \$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. 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:

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

IRAN CONTRACTING ACT CERTIFICATION

To Accompany Proposal

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 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.
- ☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000 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.

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

To Accompany Proposal

NOTE: This form is to be completed by Bidder and submitted with bid.

Within 24 hours after the bid opening, the three lowest bidders shall submit this form (completed and signed by each of their listed subcontractors). A scanned copy will be accepted; however, the original copies must be mailed, or hand delivered.

The BIDDER shall complete the following statement:

The BIDDER _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____ participated in a previous contract subject to the Equal Employment Opportunity Clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, of the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

The BIDDER has _____ has not _____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and representations indicating submission of required compliance reports signed by proposed SUBBIDDERS will be obtained 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-I" prior to award of the contract.

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

Company: _____

Business Address: _____

Signature: _____

Name: _____

Title: _____

Date: _____

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:

CERTIFICATION REGARDING COMPLIANCE WITH FEDERAL FUNDING REQUIREMENTS

To Accompany Bid Form

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:

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT CERTIFICATION

(AIR: 42 U.S.C. § 7401 et seq., WATER: 33 U.S.C. § 1251 et seq; 49 CFR, Part 18, Section 18.36)

To Accompany Bid Form

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. If this Agreement involves payments for services in excess of \$150,000, then the CONTRACTOR must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

BIDDER agrees that any facility to be used in the performance of the contract, or to benefit from the contract, is not listed on the Environmental Protection Agency List of Violating Facilities.

BIDDER also agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. relating to the inspection, monitoring, entry, reports and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder.

BIDDER agrees that as a condition for award of the contract, the BIDDER will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of, or benefit from, the contract is under consideration to be listed on the EPA List of Violating Facilities.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

CERTIFICATION REGARDING LOBBYING

31 CFR Part 21

To Accompany Bid Form

- This form is required only for purchases of more than \$100,000 -

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

1. 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included 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 Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor 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.

Signature of Contractor's Authorized Official

Date

(Print name of person signing above)

(Print title of person signing above)

CERTIFICATION OF ANTI-KICKBACK COMPLIANCE

(48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 8741; and 40 U.S.C. (c))
To Accompany Bid Form

COPELAND "ANTI-KICKBACK" ACT (40 U.S.C. 3145) — CONTRACTOR must comply with the Copeland "Anti-Kick-back" 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.

By submission of a Bid, the BIDDER certifies that neither it nor any of its employees has performed or participated in any prohibited actions, as defined in the above provisions, relating to the award of the Contract. By commencing performance of the Contract work, the selected BIDDER certifies to Anti-Kickback Compliance.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

SUSPENSION AND DEBARMENT REQUIREMENTS FOR ALL CONTRACTS OVER \$25,000

49 CFR , Part 29 and Part 18, Section 18.35

To Accompany Bid Form

The BIDDER certifies, by submission of this proposal, that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower-tier transactions, solicitations, proposals, contracts and subcontracts. Where the BIDDER or any lower tier participant is unable to certify as to this statement, it shall attach an explanation to this RFB.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

(SAMPLE) ANNUAL CONTRACT FOR CNG PORTFOLIO MANAGEMENT SERVICES

City of Visalia RFP No. 22-23-34
(do not submit with proposal)

This Agreement, entered into and effective this _____ day of _____, 2023, by and between the City of Visalia, hereinafter referred to as the "CITY", and _____ hereinafter referred to as the "CONTRACTOR", "VENDOR", "BIDDER", or "SUBRECIPIENT".

RECITALS

WHEREAS, VENDOR is a corporation with a primary business address of _____ and SSN or EIN: _____; and

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

WHEREAS, CITY desires portfolio management services, which was let to bid on April 4, 2023, as evidenced by RFP No. 22-23-34 Annual Contract for CNG Portfolio Management Services; and

WHEREAS, City of Visalia reviewed and evaluated responses to the Proposal and determined to award a contract to VENDOR for CNG Portfolio Management Services; and

WHEREAS, VENDOR represents it is licensed, qualified and willing to provide the services requested pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and VENDOR 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 three-year period and shall, at the City's option and with the consent of the CONTRACTOR, be extended two (2) additional one-year periods. CITY will be presumed to request renewal unless the CITY delivers a written notice of non-renewal to the CONTRACTOR a minimum of thirty (30) days prior to the renewal date. If the CONTRACTOR elects not to consent to renewal by the CITY, then they must provide the CITY Project Manager with written notice of non-renewal at least ninety (90) days prior to the renewal date. Additionally, this Agreement may be terminated for convenience by the CITY, in whole or in part, by giving the CONTRACTOR thirty (30) days' written notice of the intent to terminate whenever the City determines that termination is in the best interest of the City. 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 RFP 22-23-34 Annual Contract for CNG Portfolio Management Services
Attachment 4	Vendor's proposal in response to RFP No. 22-23-34

3. VENDOR SCOPE OF SERVICES and COMMITMENTS*:

CONTRACTOR shall provide the following services for the stated compensation ("Scope of Services"):

- A. The CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in RFP 22-23-34, for the cost identified in Attachment 4.
- B. Additional Services: Incidental work related to the PROJECT and not described in RFP 22-23-34, may be needed during the performance of this Agreement. The CONSULTANT agrees to provide any and all additional services at the rates identified in Attachment 4 - Schedule of Fees for Professional Services. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.

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	As requested by Contractor

5. COMPENSATION:

CITY shall pay VENDOR compensation for services requested; however, CITY shall not pay more than the following amount 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 the monthly report and similar documents presented by VENDOR to CITY. The CONSULTANT shall be paid no later than thirty (30) days following submission of a written, verified billing to the CITY. Said billing shall include the percentage of each task completed to date and since the date of the preceding billing, if any.

Total Compensation:	\$
Source of Funds:	Local Funds & Federal Transit Funds
Payment Schedule:	As invoices are received

6. CONTRACT PRICE ADJUSTMENTS:

All prices quoted in response to this Invitation to Bid shall be firm and fixed for twelve (12) months from the annual 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.

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.

7. **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 into 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.

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

CONSULTANT

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 CONSULTANT in the capacity I have stated, and that such execution is sufficient to bind the CONSULTANT.

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

Sample Contract Attachment 1

GENERAL CONTRACT PROVISIONS

- A. **Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- B. **Prohibition of Assignment:** Neither party shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- C. **Notices:** Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONTRACTOR, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA
707 W. Acequia Ave.
Visalia, CA 93291
Attention: City Clerk

CONTRACTOR

Attention: _____

- D. **Independent Contractor:** It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time CITY employees.
- E. **Jurisdiction/Venue/Waiver Of Removal:** This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONTRACTOR hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- F. **Integration/Modification:** This Agreement and each of the documents and exhibits or attachments referenced herein, which are incorporated by reference, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the parties, unless otherwise explicitly authorized.
- G. **Conflict With Law:** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- H. **Indemnification:** The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR's performance of this Agreement, except claims arising from the concurrent or sole negligence of the CITY or its officers, agents or employees. The CONTRACTOR will indemnify, hold harmless, and defend (at CITY's option) the CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of the CONTRACTOR's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents, or employees.
- I. **Guarantees and Warranties:**
1. **IN GENERAL:** All guarantees and warranties specifically called for by the specifications and/or this Agreement shall expressly run to the benefit of the CITY.
 2. **ONE YEAR GUARANTEE:** Besides guarantees required elsewhere, CONTRACTOR shall and hereby does guarantee the project work for a period of one year after the date of acceptance by CITY.
 3. **WARRANTIES:** Warranties required by the Invitation to Bid or this Agreement shall commence on the date of acceptance of the work by CITY, unless otherwise provided in a Certificate of Substantial Completion.

CONTRACTOR warrants that the materials and equipment furnished under the Agreement will be new and of recent manufacturer unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in conformance with the Agreement. Work that does not conform may be considered defective. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

CONTRACTOR warrants that title to all work covered by an application for payment will pass to the CITY either by incorporation in the construction or upon the receipt of payment by the CONTRACTOR, whichever occurs first, free and clear of all liens.

CONTRACTOR warrants and guarantees that title to all work, materials, and equipment covered by any application for payment, whether incorporated in the project or not, will pass to CITY no later than the time of payment free and clear of all liens.

No materials or supplies for the project shall be purchased by the CONTRACTOR or SUBCONTRACTOR subject to any mortgage or under a condition of sale contract or other agreement by which an interest is retained by the seller. CONTRACTOR warrants that it has good title to all materials and supplies used by it in the project, free from all liens.

CONTRACTOR shall indemnify and hold CITY harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workers, mechanics, material persons, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, incurred in furtherance of the performance of this Agreement. CONTRACTOR shall, at CITY's request, furnish satisfactory evidence that all obligations of the nature here and above designated have been paid, discharged, or waived. If CONTRACTOR fails to do so, then CITY may, after having served written notice on the CONTRACTOR, either pay directly unpaid bills, of which the CITY has written notice, or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged where upon payment to the CONTRACTOR shall be resumed, in accordance of the terms of this Agreement, but in no event shall the provisions of this sentence be construed to impose any obligations on the CITY to either the CONTRACTOR or its surety. In paying any unpaid bills of the CONTRACTOR, the CITY shall be deemed the agent of the CONTRACTOR and any payment so made by the CITY shall be considered as payment made under the contract by the CITY to the CONTRACTOR and the CITY shall not be liable to the CONTRACTOR for any such payments made in good faith.

Any defective work that is either corrected or replaced shall be warrantied and guaranteed for a period of one year from the date of such correction or replacement.

- J. **Attorney's Fees:** In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.
- K. **Headings:** Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.
- L. **Firearms Prohibited:** Guns may not be carried by contractors /vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/ vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.

Sample Contract 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
 - d. **Professional Liability Insurance** coverage in an amount not less than One Million Dollars (\$1,000,000).
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 the City of Visalia at the following address:

City of Visalia
707 W. Acequia
Visalia, CA 93291
Attn: Purchasing Division



CITY OF VISALIA
Ownership Disclosure for Contractors and
Consultants
To Accompany Proposal

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: Trillium USA Company, LLC

Firm Address: 2929 Allen Parkway, Suite 4100, Houston, TX 77019

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:

Trillium USA Company is a Limited Liability Company and does not have principals, partners and/or trustees.

Submitted by: Name Trillium USA Company, LLC

Date 7/13/2023

