



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

RFB NO. 22-23-41

PROJECT:

**SUPPLY AND INSTALLATION OF SOLAR LIGHTING AT
RIVERBEND, HOUK, PINKHAM AND CONSTITUTION PARKS**

BID SUBMITTAL DEADLINE: 2:00 P.M. ON THURSDAY, OCTOBER 19, 2023

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

This is a Public Works Project, subject to registration with the Department of Industrial Relations (DIR), Payment of State and/or Federal Prevailing Wages, Monitoring by the Labor Commissioner and other requirements listed in the City's Labor Compliance Manual (attached).

Advertisement Dates: September 19, 2023
September 26, 2023

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- D-1. Wage Designations (State and Federal)
- D-2. City of Visalia Labor Compliance Manual
- D-3. Product Specifications
- D-4. Project Maps

SECTION 1

I. DEFINITIONS

For the purposes of this RFB NO. 22-23-41, the following terms shall have the meanings indicated:

1. "City" means the City of Visalia
2. "City Council" means the Council of the City of Visalia
3. "Bidder", "Vendor", "Supplier", "Consultant", "Contractor" and "Subrecipient" are used interchangeably throughout this invitation to mean the person, firm, or corporation or other entity submitting a Bid in response to the Request for Bid.
4. "Bid" and "Proposal" are used interchangeably to mean an individual's or entity's offer in response to this Request for Bid.
5. RFB" means Request for Bid No. 22-23-41

II. PROJECT INTRODUCTION

The City of Visalia Purchasing Division is soliciting Bids from qualified contractors to supply and install (1) solar light near playground structures at four (4) Visalia City Parks. Bids are being sought from contractors who have a proven record of experience in providing the services required by this Invitation to Bid.

This project is supported, in whole or in part, by federal award number SLFRP2005, awarded to City of Visalia by the U.S. Department of the Treasury. Federal Funds being utilized for this project are American Rescue Plan Act Funds (ARPA).

Plans & Specifications: An electronic version (flash drive) of the Plans and Specifications may be obtained free of charge at the Purchasing Division, 707 W. Acequia Street, Visalia, California, or by calling (559) 713-4334, or emailing your request to purchasing@visalia.city. Flash drives may be mailed out if needed, in U.S. Mail. If plans and specifications are requested to be shipped overnight, the Contractor will be responsible for all shipping charges incurred and will be billed by the shipping company directly.

Tentative Date of Award: December 2023

Contractor must be able to begin the work as described within this bid upon receipt of the City's Notice to Proceed, issued in writing by the Purchasing Department.

Time of Completion Deadline: The entire project must be completed within thirty (30) calendar days from the effective date of the Notice to Proceed. The Notice to Proceed will be issued in writing by the Purchasing Department. The City will allow for lead time for receipt of the lighting equipment.

Budget Estimate for this project is approximately \$85,000.

Prevailing Wages: Under the requirements of Labor Code section 1782 passed by SB7 and in compliance with City of Visalia Ordinance 2014-13, this public works project is subject to (Federal and State) prevailing wages as specified in this document and attachments.

This project is being funded with federal funds and is subject to the payment of predetermined minimum wages mandated by the Davis-Bacon Act of 1931. A copy of the Federal wage rates is enclosed.

Ten (10) days before the closing date of the bid, the project manager will review the prevailing wage rates enclosed with this bid for updates. If changes are made, these will be included as an addendum to this bid request.

This project is subject to the payment of State or Federal wage rates, whichever rate is higher.

License Requirements: No bid will be accepted from a Contractor who is not duly licensed in accordance with the provisions of Chapter 9, Division III of the State of California Business and Professions Code and has a current **Class C-10 Electrical** Contractor's license. See Section III for additional Department of Industrial Relations requirements applicable to this project.

Use of Subcontractors: Your proposal may include subcontractors and you should clearly delineate the responsibilities of each of those participants within your proposal. However, the City will recognize the party legally signing the Bid Proposal as prime contractor and contacting party, who, as such, will assume ultimate responsibility for ensuring compliance with the specifications, terms and conditions of the Invitation to Bid. The Prime Contractor must complete a minimum of 51% of the total amount of work under this contract.

III. INSTRUCTIONS

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

From: Bidder's Name
Bidder's Mailing Address

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

In lower left-hand corner of envelope, mark bid as follows:

PROJECT: Solar Lighting at Riverbend, Houk, Pinkham, and Constitution Parks
RFB NO.: 22-23-41
BID SUBMITTAL DEADLINE: Thursday, October 19, 2023 at 2:00 p.m.

4. Submit the entire Section 2 (Bidding and Contract Documents pgs. 13-33). This section includes bid form, affidavits, required statements, and any other documents that are required to submit a bid. City may not consider Bids which are not accompanied by the required completed forms. In addition, a security deposit of no less than 10% of the Bid amount is required to guarantee the Bid. City will not consider Bids which are not accompanied by the required security. Security may be made by certified check, cashier's check, or Bidder's bond. Forfeiture of Bid security shall be governed by California Contract Code Section 20172-20174.
5. Inquiries: Instructions to Vendors, Specifications and Bid Forms may be obtained by visiting our web site at visaliapurchasing.org or by calling (559) 713-4334. To prevent misinterpretations, the Purchasing Division would prefer that all questions regarding this RFB be sent by email to: purchasing@visalia.city.

Deadline for submitting questions regarding this project is: Thursday, October 12, 2023 at 4:00 p.m.

IV. SCOPE OF WORK/PROJECT SPECIFICATIONS

The successful contractor shall provide all labor, equipment, tools, and materials necessary to supply and install one (1) solar light near the playground structure at each of the following parks:

1. Riverbend Park, 2534 N. Court St, Visalia, CA 93291
2. Houk Park, 2640 Royal Oaks Drive, Visalia, CA 93277
3. Pinkham Park, 1000 S. Pinkham Rd, Visalia, CA 93292
4. Constitution Park, 1139 S. Crenshaw, Visalia, CA 93277

The work will consist of:

- ☐ Supply and install new sixteen (16) foot Great Basin Lighting Inc. solar light poles (see attached) or approved equal. Poles must meet specifications listed in Exhibit D-3.
- ☐ Supply and install Great Basin Lighting Inc LED flood lights (see attached) or approved equal. Lights must meet specifications listed in Exhibit D-3.
- ☐ Installation of concrete footing per manufacturer specifications.
- ☐ Any damage to irrigation, concrete slabs or chainlink fencing shall be repaired at the expense of the contractor.
- ☐ Contractor shall be responsible for clean-up and disposal of all waste materials.
- ☐ Work to be performed for the Solar Lighting Project shall be compensated at the contract price and shall include mobilization, and furnishing all labor, delivery charges, materials, tools, equipment and incidentals, and for doing all work of installing new solar lighting at each park listed above, in accordance with this RFB and as directed by the City's Project Manager, and per the City Standard Specifications to provide fully completed improvements. No additional payment will be made therefor. Copies of the "City of Visalia Engineering Standard Specifications" may be obtained from the City of Visalia website at: https://www.visalia.city/depts/community_development/engineering/engineering_documents.asp or from City Hall East, 315 E. Acequia Ave., Visalia, California, 93291, for a nominal fee.
- ☐ Minimum warranty of 10 years for equipment and 25 years for solar panel.
- ☐ See Exhibit D-3 for product specifications.

V. PRE-BID MEETING(S)

1. **Informational Pre-Bid Meeting.** An Informational Pre-Bid meeting will be held on **Wednesday, October 4, 2023, at 10:00 a.m.** at City Hall, 707 W. Acequia Avenue in Visalia, CA. Information on the project will be available during the meetings and time is designated for Contractors to ask questions about the work/contract. It shall be the responsibility of the Contractor to have acquired full knowledge of the job site, scope of work and any problems or difficulties that may affect the work proposed.

VI. BID OPENING AND CONFIDENTIALITY

1. **Bid Opening.** Bids shall be opened publicly in the presence of attendees, if any, on **Thursday, October 19, 2023 at 2:00 p.m.** at 707 W. Acequia, Visalia CA, City Hall. The name of each Bidder and the amount of each Bid shall be read aloud and summarized on a Bid Summary sheet. The bid summary sheet is open to public inspection at the Bid opening and after the City has made an Intent to Award decision. Other Bid information will not be available for public review during the evaluation phase.
2. **Bid Confidentiality.** The City favors full and open disclosure of all Bid records. The City will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records. By submitting a Bid, a Bidder agrees to indemnify and defend the City against all claims or actions brought against it to seek access to, or compel disclosure of, any records or documents in the City's possession.

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

VII. AWARD

1. **Most Responsive, Responsible Bidder.** A contract shall be awarded with reasonable promptness by appropriate written notice. Award shall be made to the lowest bidder whose bid is deemed both responsive and responsible and meets the criteria and specifications set forth in this RFB. A responsible Bidder is one who has the capability, financial capacity and integrity to perform the contract. A responsive Bidder is one who commits to all of the material terms, for example, price, quantity, quality and delivery, of this RFB. Contractor must return a signed copy of the contract provided by the City with its Award Notice to City within ten (10) working days of receipt thereof.
2. **Reservation of Rights.** The City reserves the right to reject any item or items in the Bid; to waive informalities, technical defects, and minor irregularities in Bids received; and to select the Bid(s) deemed most advantageous to the City.

VIII. PROTESTS/APPEALS

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

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

IX. POST AWARD RESPONSIBILITIES

1. **Written Contract with City.** A written agreement in a form similar to that attached to this Request for Bid must be entered into between the City and the Contractor to whom the project is awarded. The Agreement forms the basis for the contractual obligation between the parties regarding the project. A contract will be provided with the Notice of Award and must be executed and returned to City within ten (10) working days of the date of award notification unless otherwise agreed.
2. **Post Award/Pre-Construction Meeting.** Subsequent to the award of contract, the Contractor or Construction Superintendent; as well as all identified subcontractors shall meet with the Project Manager prior to the start of work to discuss any problems or questions that may arise. Contractor shall contact the Project Manager within ten (10) days of the date of the Notice to Proceed to arrange this meeting. Additionally, this conference will be the forum to notify Contractors and subcontractors about labor standards compliance. At that time, Contractor shall furnish a schedule showing the tentative starting and completion dates. Contractor is responsible to arrange this meeting.

City Project Manager: Alvin Dias
Parks and Facilities Manager

3. Post-Award Responsibilities. Upon execution of the Agreement between the City and the Contractor, the Contractor shall immediately report all changes in its Articles of Incorporation, By-Laws, or Tax-Exempt status to the City.
4. Insurance. Contractor shall obtain and maintain the minimum insurance coverage as outlined in the Sample Contract Attachment 2. Contractor shall provide evidence of such insurance to City's Purchasing Division prior to commencement of work on the project.
5. Required Bonds: The Bidder(s) awarded contract(s) pursuant to this RFB will be required to provide to the City of Visalia: 1) a "Performance Bond" and 2) a "Payment Bond", each 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 one year after the date of completion.

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

X. SPECIAL CONDITIONS

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

Should the Contractor disagree with any terms or conditions set forth in an approved contract change order not executed by the Contractor, the Contractor shall submit a written protest to the Project Manager within 15 days after the receipt of the approved contract change order and the procedures outlined in Section 4-1.03 of the Standard Specifications apply.

If a requested change order is sent back to the Contractor for revisions, the Contractor has 15 (fifteen) calendar days to resubmit.

Changes shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such changes as if the altered work had been a part of the original contract. These changes which are for work within the general scope of the contract shall be covered by Change Orders issued by the City. Change orders for altered work shall include extensions of contract time where, in the Project Manager's opinion, such extensions are commensurate with the amount and difficulty of added work.

Excessive altered work shall be covered by supplemental agreement that is subject to funding agency approval as applicable. If the City and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the City reserves the right to terminate the contract with respect to the item and to make other arrangements for its completion.

3. Omitted Items. Project Manager is authorized to omit minor contract items. Major items must be omitted by supplemental agreement.
4. Extra Work. Contractor is prohibited from doing extra work, unless authorized in writing by Project Manager before the work is done. The Project Manager should obtain authorization from the Change Order Committee before agreeing to extra work requested by the Contractor. In the instances where it is necessary for the work to

be done immediately, the Project Manager may authorize the work prior to taking the additions to the Change Order Committee. Payment for approved Extra Work shall be as agreed to in writing by the Project Manager prior to the Extra Work being completed or the Change Order Committee shall approve an increase in a Change Order issued after the Extra Work is completed. No additional payment is due for unauthorized Extra Work.

If the Project Manager authorizes Extra Work but the payment for the Extra Work has not been agreed to in writing prior to the work being completed, then Contractor shall submit to the Project Manager the documentation required for a Change Order within forty-five (45) days of completing the Extra Work. The Project Manager will submit a Change Order request for review and approval by the Change Order Committee. If the Contractor does not submit any documentation within that time period the Project Manager may move forward with issuing a Change Order to adjust the contract price.

5. Removal of Obstructions. Contractor shall remove and dispose of all structures, debris or other obstructions of any character required for completion of the project. Any temporarily removed or relocated items shall be replaced.
6. Clean Up. Prior to acceptance and final payment, Contractor shall clean up the site of work, and any areas occupied by Contractor in connection with the project.
7. Project Manager's Responsibility and Authority. City will designate a Project Manager. All work shall be done under the general supervision of such Project Manager or his or her designee(s). The Project Manager shall decide issues of quality and acceptability of materials, work performance, rate of progress of work, interpretation of drawings and specifications, and all questions related to fulfillment of the contract for the project. Project Manager shall not have control over acts or omissions of the Contractor, Subcontractors, their agents or employees.
8. Contractor/Contractor's Superintendent. Contractor shall bear all responsibility for, and have all control over, the construction means, methods, techniques, sequences, procedures and safety precautions or programs related to the project. Contractor may designate a superintendent.
9. Project Site/Existing Utilities and Structures.
 - (1) Contractor shall take care to avoid, but shall be responsible for, all damage to existing structures, including, but not limited to, sewers, water service, drains and culverts, underground utilities and the like.
 - (2) USA Notification. Contractor shall notify underground service alert ("USA) of times and locations of proposed excavations.
 - i. Contractor shall notify owners of and be responsible for damage to utilities and substructures.
 - ii. If damage occurs to an unknown utility, Contractor shall repair the utility.
 - iii. Contractor shall not make connection to or draw water from any hydrant or pipeline without first obtaining permission to do so.
10. Signs, Barricades, and Notice. Contractor must provide and maintain proper barricades, fences, signal lights, watchmen, and notice in general to the surrounding public, in accord with local, federal, and state requirements.
11. Labor
 - (1) Workmanship. Workmanship shall be equal to the best general practice of modern-day fabrication shops and good construction practice.
 - (2) Qualification. Contractor shall ensure that each employee who works on this project is qualified to perform their assigned duty in a safe manner.
12. Control of Materials:
 - (1) Source of Supply and Quality of Materials Guarantee. All materials, parts and equipment supplied by the Contractor shall be new and of a quality equal to that specified. Materials which become unfit for use shall not be used for the project.

- (2) Equivalent Materials. Trade names or manufacturer's catalog information, where used, are a means of indicating kind, type, design, style, finish, durability or quality desired and are not intended to exclude or omit the products of any responsible manufacturer, if such products are equal in every respect to those specified. The burden of proof of compliance with the specifications is the responsibility of Contractor. City shall be the sole judge as to the adequacy of any item for substitution.
 - (3) Manufacturer's Directions. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
13. Storage of Materials. Materials shall be stored to ensure the preservation of their quality and fitness for the project.
14. Materials and Shop Drawing Submittals. If applicable, Contractor shall submit to Project Manager for approval, two (2) copies of the materials list and detailed dimensional shop drawings covering all Contractor-furnished items of equipment. Prior approval by Project Manager is required. Such approval shall not relieve the Contractor from the responsibility of deviation from the Contract unless Contractor has, in writing, called to the attention of the Project Manager such deviations.
15. Legal Responsibilities. It is the responsibility of Contractor to comply with all local, state, and federal laws and regulations which apply to this project. This includes, but is not limited to, compliance with Uniform Building, Plumbing, Mechanical, Electric, and Fire Codes. Contractor shall provide a safe working environment in compliance with the Occupational Safety and Health Act, and California Health and Safety Codes. Additionally, Contractor shall secure all necessary permits, licenses, and similar requirements to carry out the project. Contractor shall comply with all applicable labor laws and ensure against discrimination.

XI. GENERAL CONDITIONS

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

The City hereby affirmatively ensures that 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 that receives or benefits from Federal financial assistance.

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

2. 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.
3. Post-Closing Date Corrections are prohibited.

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

requirements, and difficulties under which the project must be performed. The submission of a Bid shall be conclusive evidence that the Bidder has investigated, and is satisfied as to the conditions encountered, as to the character, quality, and quantities of work to be performed, and the materials to be furnished, and as to the requirements of the RFB and the City. No allowance shall subsequently be made because of lack of such examination or knowledge.

23. All Bidders are required to make a Bid on the complete Bid Form. Contractor may be required to submit Proposals on alternate items. The City reserves the right to award the contract based on the lowest combination or combinations of bid items and alternate bid items.
24. No mention shall be made in the bid of sales tax, use tax or any other tax, as all amounts Bid will be deemed and held to include any such taxes, which may be applicable.
25. Only one Bid may be submitted as a "Prime Contractor" for the same work by any firm, individual, partnership, corporation or combination thereof. A Contractor submitting a Bid as a Prime Contractor may not also submit sub-Bids to other competing Prime Contractors. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof is interested in more than one Proposal for the work contemplated will cause the rejection of all Proposals in which such individual, firm, partnership, corporation or combination thereof is interested. A Contractor who is not submitting a Bid as a Prime Contractor may submit any number of sub-Bids to competing Prime Contractors.
26. The City of Visalia is not liable for any costs incurred by Bidder in responding to this Request for Bid.

SECTION 2

BIDDING AND CONTRACT DOCUMENTS

Note: This entire section must be submitted with bid (pg 13 – 33)

Bidders Name: _____
(Submit with Bid Proposal)

BID FORM
RFB NO. 22-23-41

Project: SOLAR LIGHTING AT RIVERBEND, HOUK, PINKHAM, AND CONSTITUTION PARKS

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 22-23-41 dated: _____, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor appurtenances and incidentals required for the above stated project as set forth in the RFB, including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Instructions to BIDDERS, and the contract requirements. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the time and manner prescribed will result in forfeiture to the City of the Bid Guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit prices bid include all appurtenant expenses, delivery charges, taxes, royalties and fees. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

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

BIDDER agrees to commence the work within ten (10) calendar days after the effective date of the Notice to Proceed and to complete the work by thirty (30) calendar days after Notice to Proceed, unless extended in writing by the Purchasing Division.

BIDDER shall pay the City LIQUIDATED DAMAGES in the amount of two hundred dollars (\$200) a day for each calendar day the project is delayed beyond the "TIME OF COMPLETION DATE."

BIDDER proposes to furnish a Payment Bond in the amount of one hundred percent (100%) and a Performance Bond in the amount of one hundred percent (100%) of the agreement, as surety condition for the full, complete and faithful performance of the agreement. According to City standards the surety company must be either a California Admitted Surety OR current Treasury Listed Surety (Federal Register) to its specified dollar limitation AND a current A.M. Best A: VIII rated surety.

BIDDER has read and hereby agrees to the conditions stated in this proposal by affixing his/her signature on the Bid Form. Bidders are required to bid on all items. Bid will be awarded to the bidder with the **Lowest Total Bid Amount**, who is most responsive and responsible and whose Bid meets the requirements and criteria set forth in this RFB.

BIDDER agrees to abide by all requirements of the Davis Bacon Act, the Department of Industrial Relations (DIR) and the City of Visalia Labor Compliance Manual, including but not limited to assuring valid DIR registration numbers for all Contractors and Subcontractors performing work under this contract, payment of state and/or federal prevailing wages, and uploading and providing certified payrolls to the Labor Commissioner and the City Project Manager.

Bidders Name: _____
(Submit with Bid Proposal)

Item	Solar Light Supply and Installation at Riverbend, Houk, Pinkham, and Constitution Parks per specifications of RFB-22-23-41	Unit Cost (include all appurtenant expenses, labor, tools, delivery, taxes, incidentals, and fees)
1	Riverbend Park – Supply and installation of one (1) new sixteen (16) foot light pole with 50-watt LED solar flood light, motion sensor, 24V – 75A lithium-ion battery, electronic MPPT solar charge controller/regulator, and Bluetooth monitoring.	\$_____/per pole
2	Houk Park – Supply and installation of one (1) new sixteen (16) foot light pole with 50-watt LED solar flood light, motion sensor, 24V – 75A lithium-ion battery, electronic MPPT solar charge controller/regulator, and Bluetooth monitoring.	\$_____/per pole
3	Pinkham Park – Supply and installation of one (1) new sixteen (16) foot light pole with 50-watt LED solar flood light, motion sensor, 24V – 75A lithium-ion battery, electronic MPPT solar charge controller/regulator, and Bluetooth monitoring.	\$_____/per pole
4	Constitution Park – Supply and installation of one (1) new sixteen (16) foot light pole with 50-watt LED solar flood light, motion sensor, 24V – 75A lithium-ion battery, electronic MPPT solar charge controller/regulator, and Bluetooth monitoring.	\$_____/per pole
	TOTAL BID AMOUNT	\$_____

Warranty Coverage: Equipment _____ years Solar Panel _____ years

Does the product bid meet specifications in Exhibit D-3? _____ Yes _____ No

If the product bid does not meet required specifications, please explain any variances below or on a separate sheet if additional space is required.

In the event of discrepancies between the bid total, summaries of totals and unit price extensions, the unit price correctly extended will control over the summaries of totals, and the summaries of totals correctly added will control over the total, whether the summaries of totals are extended unit prices or lump sums.

BIDDING CONTRACTOR'S LICENSE INFORMATION:

State Contractor's License #: _____ Class: _____ Exp. Date: _____

State DIR Registration # _____

Federal Tax I.D. # _____

City of Visalia Business Tax Certificate # _____

A City Business Tax Certificate (license) is not required to submit a bid; however, vendor is required to obtain a certificate prior to commencement of work. Contact the Business Tax Division for information at (559) 713-4326 or businesstax@visalia.city.

Bidders Name: _____
(Submit with Bid Proposal)

CONTRACTOR'S REFERENCES: The following are the names, addresses, and telephone numbers for at least three (3) public agencies for which BIDDER has performed work similar in size and scope within the past two (2) years.

REFERENCE 1

Name of Agency: _____ Contact Person: _____

Agency Address: _____ Phone #: _____

REFERENCE 2

Name of Agency: _____ Contact Person: _____

Agency Address: _____ Phone #: _____

REFERENCE 3

Name of Agency: _____ Contact Person: _____

Agency Address: _____ Phone #: _____

BID BOND

Accompanying this bid proposal is a Bid Deposit in the amount of TEN PERCENT (10%) OF THE TOTAL NET BID AMOUNT (or, in bids with Add Alternates, the highest possible combination of the Base Bid plus Add Alternates) in the following form:

<input type="checkbox"/> Certified Check	<input type="checkbox"/> Bidder's Bond
<input type="checkbox"/> Cashier's Check	<input type="checkbox"/> Irrevocable Letter of Credit
<input type="checkbox"/> Certificate of Deposit	<input type="checkbox"/> Annual Bidder's Bond

The Bid Deposit is deposited by the undersigned Bidder with the City of Visalia as a guarantee that the Bidder, if awarded all or part of the Contract, will, within 10 working days from the date the Notice of Award is mailed to the Bidder, execute and return a Contract furnished by the City. If the Deposit is in the form of an Annual Bidder's Bond, the bond must be heretofore registered with the Purchasing Manager and must be in the amount of not less than the greater of ten percent (10%) of the Total Net Bid Amount or ten percent (10%) of the highest possible combination of the Base Bid plus Add Alternates.

Such Deposit is made with the understanding that failure to execute such Contract will result in damage to the City, that the amount of such damage would be difficult to determine and that in the event of such default said Deposit shall become the property of the City; or, if a Bidder's Bond is deposited, the amount of the obligation thereof, but not more than the above stated amount, shall thereupon be due and payable to the City of Visalia as liquidated damages for such default, payment of said amount to be the joint and several obligation of the Bidder and the corporate surety.

Bidders Name: _____
(Submit with Bid Proposal)

SUBCONTRACTOR LISTING

The undersigned hereby designates below for the project, opposite various portions of the work, the names and locations of the places of business of each subcontractor who will perform work or labor in an amount in excess of one-half of one percent (1/2 of 1%) of the of the total bid. All work not listed below shall be performed by the undersigned BIDDER. It is understood that the BIDDER, if awarded the contract, shall not substitute any subcontractor in place of the subcontractors herein designated without the approval of the Project Manager.

Note: If more space is needed to list additional subcontractor and trade classifications, please list remaining subcontractors on a separate sheet of paper and submit with Bid.

SUBCONTRACTOR INFORMATION & TRADE CLASSIFICATION (CIRCLE ALL THAT APPLY)

1.	Subcontractor Name:	Performing _____% of project	Asbestos Boilermaker Bricklayers Carpenters Carpet/flooring Cement Mason Drywall Finisher	Drywall/Lathers Electricians Elevator Mechanic Glaziers Iron Worker Laborers Millwrights	Operating Engineer Painters Pile Drivers Pipe Trades Plasterer Roofers	Sheet Metal Sound/Comm Surveyors Teamster Tile Worker Other:
Business Address:						
Email Address:						
CSLB #		Expires:				
DIR Registration #						
2.	Subcontractor Name:	Performing _____% of project	Asbestos Boilermaker Bricklayers Carpenters Carpet/flooring Cement Mason Drywall Finisher	Drywall/Lathers Electricians Elevator Mechanic Glaziers Iron Worker Laborers Millwrights	Operating Engineer Painters Pile Drivers Pipe Trades Plasterer Roofers	Sheet Metal Sound/Comm Surveyors Teamster Tile Worker Other:
Business Address:						
Email Address:						
CSLB #		Expires:				
DIR Registration #						
3.	Subcontractor Name:	Performing _____% of project	Asbestos Boilermaker Bricklayers Carpenters Carpet/flooring Cement Mason Drywall Finisher	Drywall/Lathers Electricians Elevator Mechanic Glaziers Iron Worker Laborers Millwrights	Operating Engineer Painters Pile Drivers Pipe Trades Plasterer Roofers	Sheet Metal Sound/Comm Surveyors Teamster Tile Worker Other:
Business Address:						
Email Address:						
CSLB #		Expires:				
DIR Registration #						

Bidders Name: _____
(Submit with Bid Proposal)

BUSINESS OWNERSHIP DISCLOSURE

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

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:

CALIFORNIA LEVINE ACT STATEMENT

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

The following website contains a list of current Visalia City Council Members, https://www.visalia.city/government/city_council/default.asp. 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 of contribution(s) in the space below:

Council Member(s) Name

Date of Contribution(s)

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

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

Bidders Name: _____
(Submit with Bid Proposal)

SIGNATURE PAGE

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

BID SUBMITTED BY:

(Please follow the instructions for each line, as explained below.)

(1) _____
Bidding Firm Phone

(2) [] Corp: State of Incorporation: _____
[] Individual
[] Partner [] Other:

(3) _____
Email Address

Business Address

City State Zip Code

(4) By: _____
Signature of Authorized Person

Type or Print Name of Authorized Person and Title

Federal Tax I.D. No.: _____ Date: _____

Bidders Name: _____
(Submit with Bid Proposal)

INSTRUCTIONS FOR SIGNATURE PAGE

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

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

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

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

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

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

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

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

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____

Bidders Name: _____
(Submit with Bid Proposal)

FEDERAL AND STATE REQUIREMENTS

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

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

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

1. ACCESS TO RECORDS (42 CFR 420.302)

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

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

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

Bidders Name: _____
(Submit with Bid Proposal)

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

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

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

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

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

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

4. BONDING REQUIREMENTS (2 CFR 200.326)

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

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

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

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

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

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

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

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

Bidders Name: _____
(Submit with Bid Proposal)

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

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

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

- (A) "Segregated facilities", as used in this provision, means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.
- (B) By the submission of a bid, the Bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract, agreement, or purchase order.
- (C) By submission of the bid, the Bidder further agrees that (except where it has obtained identical certification from proposed SUBCONTRACTORS for specific time periods) it will:
 - i. Obtain identical certification from proposed SUBCONTRACTORS before the award of subcontracts under which the SUBBIDDER will be subject to the Equal Opportunity clause;
 - ii. Retain such certifications in its files; and
 - iii. Forward this certification and the following notice to the proposed SUBCONTRACTORS:
NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES
A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the Equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).
- (D) By commencing performance of the contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

8. CERTIFICATION REGARDING COMPLIANCE WITH FEDERAL FUNDING REQUIREMENTS

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

9. CERIFICATION REGARDING LOBBYING (31 CFR Part 21)

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

- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Bidders Name: _____
(Submit with Bid Proposal)

- (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (C) The undersigned shall require that the language of this certification be include in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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

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

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

Bidders Name: _____
(Submit with Bid Proposal)

12. COPELAND “ANTI-KICKBACK” ACT (40 U.S.C. 3145)

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

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

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

14. DOMESTIC PREFERENCE STATEMENT (2 CFR 200.322)

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

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

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

Bidders Name: _____
(Submit with Bid Proposal)

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

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

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

- (A) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- (B) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees of all the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The person’s or organization’s policy of maintaining a drug-free workplace,
 - iii. Any available counselling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- (C) Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract, agreement, grant, or purchase order:
 - i. Will receive a copy of the company’s drug-free workplace policy statement, and
 - ii. Will agree to abide by the terms of the company’s statement as a condition of employment on the contract, agreement, grant, or purchase order.
- (D) At the elections of the BIDDER or CONTRACTOR, from and after the “Date Executed” and until _____ (NOT TO EXCEED 36 MONTHS), the government agency will regard this certificate as valid for all contracts, agreements, grants, or purchase orders entered into between the BIDDER and this government agency without requiring the BIDDER to provide a new and individual certificate for each contract, agreement, or purchase order. If the BIDDER elects to fill in the blank date, then the terms and conditions of this certificate were separately, specifically, and individually provided for each contract, agreement, or purchase order between the BIDDER and this government agency.

17. EQUAL OPPORTUNITY (EXECUTIVE ORDER 11246)

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

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

Bidders Name: _____
(Submit with Bid Proposal)

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

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

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

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

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

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

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

- (A) The BIDDER/CONTRACTOR is not:
- i. Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - ii. A financial institution that extends for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- (B) The City has exempted the BIDDER/CONTRACTOR from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the contract, agreement, or purchase order.

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

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

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

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

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

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

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

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

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

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22. NO OBLIGATION BY FEDERAL GOVERNMENT

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

23. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.323)

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

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

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

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

25. RECORDS RETENTION (2 CFR 200.334-337)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ACKNOWLEDGMENT

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

BIDDER/CONTRACTOR FIRM NAME	FEDERAL ID NUMBER
BY (Authorized Signature)	DATE EXECUTED
PRINTED NAME OF SIGNER	TELEPHONE NUMBER ()
TITLE	
BIDDER/CONTRACTOR FIRM'S MAILING ADDRESS	

SECTION 3

Sample Contract

Attachment 1: General Contract Provisions

Attachment 2: Contract Insurance Requirements

Sample Final Payment Affidavit

SAMPLE CONTRACT
SOLAR LIGHTING AT RIVERBEND, HOUK, PINKHAM, AND CONSTITUTION PARKS
(City of Visalia Bid No. 22-23-41)

This Agreement, entered into and effective this _____ day of _____, 2023 [“Effective Date”], by and between the City of Visalia, hereinafter referred to as the “CITY”, and _____ hereinafter referred to as the “CONTRACTOR”, “BIDDER”, or “SUBRECIPIENT”.

R E C I T A L S

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

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

WHEREAS, CITY desires completion of the Solar Lighting at Riverbend, Houk, Pinkham, and Constitution Parks Project, which was let to bid on _____ as evidenced by Bid No. 22-23-41 (the “Project”); and

WHEREAS, City of Visalia reviewed and evaluated responses to the Bid and determined to award a contract to CONTRACTOR for the Project; and

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

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The indemnification and defense provisions shall survive expiration and termination. Suspension or termination of this Agreement may occur if CONTRACTOR materially fails to comply with any term of the award. Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:

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

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT
Attachment 1	Contract General Provisions
Attachment 2	Insurance Requirements
Attachment 3	City of Visalia Bid 22-23-41, Solar Lighting at Riverbend, Houk, Pinkham, and Constitution Parks
Attachment 4	CONTRACTOR’s bid in response to Bid No. 22-23-41

3. CONTRACTOR SCOPE OF SERVICES:

CONTRACTOR shall provide all services/products as requested in Bid No. 22-23-41 for the stated compensation on or before the stated completion dates.

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	Within 45 days of receipt of approved invoice.

5. COMPENSATION:

CITY shall pay CONTRACTOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay no more than the following amount as total compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on invoices, receipts, time sheets and similar documents presented by CONTRACTOR to CITY.

Total Compensation:	\$
Payment Schedule:	Within 45 days from receipt of approved invoice for completed work, less 5% retention until 35 days after work is completed and accepted by CITY as evidenced by the recordation of a Notice of Completion*

*CONTRACTOR may elect to avoid the 5% retention by depositing securities of equivalent value pursuant to California Public Contract Code Section 22300.

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

CONTRACTOR

Dated: _____

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

CITY OF VISALIA

Dated: _____

By: _____
 City Manager

Dated: _____

By: _____
 City Attorney

Dated: _____

By: _____
 City of Visalia Risk Manager

Dated: _____

By: _____
 City of Visalia Project Manager

Attachment 1 - CONTRACT GENERAL 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.

M. Executive Order N-6-22 – Russia Sanctions

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

N. Time is of the Essence: Time is of the essence in the performance of the construction anticipated by this Contract.

O. Liquidated Damages: City and contractor acknowledge and agree that time is of the essence for this project. Therefore, for each day the project is delayed beyond the agreed completion date of thirty (30) calendar days from Notice to Proceed date, it would be extremely difficult and impractical to ascertain the extent of the detriment to city. The parties have determined and agreed that the actual amount of damages that would be suffered by city as a result of any such delay is the sum of two hundred dollars (\$200.00) per day, which is a reasonable estimate of the amount of such damages. The payment of such amount as liquidated damages is not intended as a forfeiture or penalty within the meaning of California civil code sections 3275 or 3369 but is intended to constitute liquidated damages to city pursuant to California civil code sections 1671, 1676 and 1677. City hereby waives the provisions of California civil code section 3389. City agrees that these liquidated damages shall be in lieu of any other monetary relief or other remedy for delay, including, without limitation, specific performance, to which city might otherwise be entitled under this agreement, at law or in equity, and shall be city’s sole and exclusive right and remedy, except that city may terminate the agreement.

Attachment 2 - CONTRACT 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 in this Agreement.
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. This insurance coverage shall not be required if vehicle used by CONTRACTOR is not a material part of performance of this Agreement.
 - c. **Comprehensive or Commercial General Liability** Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for:
 - (1) bodily injury
 - (2) personal injury
 - (3) broad form property damage
 - (4) contractual liability
 - (5) cross-liability
 - (6) products and completed operations liability
4. Other Insurance Provisions.

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

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

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

- b. It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy.
- c. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA, 93291

6. Proof of Coverage.

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

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

SAMPLE FINAL PAYMENT AFFIDAVIT

I, _____ declare under penalty of perjury
(Affidavit's Name)

under the laws of the State of California and the provisions of the California Labor Code §1771, §1773.1, §1775, §1776, §1777.5, §1813 and §1815 that:

1. I am the _____ of _____ and I
(Officer, Owner, Partner) (Company)

am responsible for the payment of persons employed by

(Company)

who performed work on the City of Visalia Project entitled: _____

2. During all payroll periods from _____ through _____,
(first work date) (last work date)

All persons employed by _____ on this project
(Company)

have at all times been paid, at a minimum, the specified general prevailing rate of
per diem wages and any amounts due.

3. During all payroll periods on this project, all apprenticeship requirements have been
complied with.

Executed and sworn to this _____ day of _____, _____
(Day) (Month) (Year)

(Signature)

(Date)