



CITY OF VISALIA REQUEST FOR PROPOSAL RFP #20-21-49

Request for Proposal (RFP) for Annual Contract for Community Forest Maintenance

Proposer Conference: Two mandatory conferences will be held at City Hall, 707 West Acequia, Visalia, CA, in the City's Council Chambers. Conferences have been scheduled as follows:

August 10, 2021 @ 10:00 a.m. and
August 12, 2021 @ 2:00 p.m.

Attendance at one of these meetings is required in order to submit a proposal in response to this RFP. This is an opportunity to ask questions regarding the program and the Request for Proposal requirements.

Submittal: One (1) unbound original and four (4) copies must be received on or before: **2:00 p.m. on August 31, 2021.**

Addressed to: Purchasing Division
707 W. Acequia
Visalia, CA 93291

Addressed from: Proposer's Name & Mailing Address

Mark envelope: RFP No. 20-21-49
Community Forest Maintenance

Inquiries: Please direct questions for clarification of this bid document to the Purchasing Division by phone at (559) 713-4334, Fax (559) 713-4802, or email purchasing@visalia.city. All questions must be received on or before **August 20, 2021.**

PUBLIC WORKS PROJECT: Notice is hereby given that this is a Public Works Project. In compliance with SB854 and Labor Code Section 1725.5, all contractors and subcontractors (**including Consultants and Sub-Consultants**) bidding and performing work on Public Works Projects must be currently registered with the California Department of Industrial Relations (DIR) and furnish electronic payroll records to the Labor Commissioner.



**CITY OF VISALIA, CALIFORNIA
REQUEST FOR PROPOSAL
RFP 20-21-49**

SEALED PROPOSALS will be received by the Purchasing Division located at 707 West Acequia, Visalia, CA 93291, until 2:00 P.M., August 31, 2021 for:

Annual Contract for Community Forest Maintenance

Mandatory proposal conferences will be held on Tuesday, August 10, 2021 @ 10:00 a.m. and Thursday, August 12, 2021 @ 2:00 p.m. Both conferences will be held at City Hall, located at 707 West Acequia, Visalia, California 93291, in the City Council Chambers. **Attendance at one of these meetings is required in order to submit a proposal in response to this RFP.**

Contract documents may be obtained by contacting the office of the Purchasing Division at (559) 713-4334, by FAX (559) 713-4802 or visiting the website at visaliapurchasing.org.

Notice is hereby given that this is a Public Works Project. In compliance with SB854 and Labor Code Section 1725.5, all contractors and subcontractors **(including Consultants and Sub-Consultants)** bidding and performing work on Public Works Projects must:

1. Be currently registered with the California Department of Industrial Relations (DIR)
2. Furnish electronic payroll records for new projects to the Labor Commissioner.

Consultant will be required to furnish the City of Visalia with their DIR registration number. 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 list unregistered subcontractors will be rejected as non-responsive.

Consultant must comply with State and Federal Regulations that apply to this contract, including Prevailing Wage requirements as applicable. Pursuant to Sections 1770, et. seq., of the California Labor Code, the selected firm will be required to pay not less than the prevailing wage of per diem wages as determined by the Director of the California Department of Industrial Relations. The standard that results in greater wages and benefits shall prevail.

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

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

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

**Publication Dates: July 27, 2021
August 3, 2021**

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Non-Collusion Affidavit
 Workers Compensation Insurance Certificate
 Equal Employment Opportunity Compliance Certificate
 Bidder's Statement on Previous Contracts Subject to EEO Clause
 Ownership Disclosure
 Americans With Disabilities Act Compliance Certificate
 Drug-Free Workplace Certificate
 Sample Contract
 Attachment #1: Prevailing Wages
 Attachment #2: Labor Compliance Manual

I. DEFINITIONS

For the purposes of this RFP NO. 20-21-49, the following terms shall have the meanings indicated:

1. "City" means the City of Visalia
2. "City Council" means the Council of the City of Visalia
3. "Bidder", "Vendor", "Supplier", "Consultant", "Contractor" and "Subrecipient" are used interchangeably throughout this invitation to mean the person, firm, or corporation or other entity submitting a Bid in response to the Request for Bid.
4. "Bid" and "Proposal" are used interchangeably to mean an individual's or entity's offer in response to this Request for Proposal.
5. "RFP" means Request for Proposal No. 20-21-49.

II. INTRODUCTION

A. Information

The City of Visalia is requesting proposals from qualified contractors holding C-27 and C-61/D-49 contractor's licenses to provide all labor, tools, materials and supplies for annual services for maintenance, removal and replacement of trees as needed.

The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods.

To encourage local vendor participation, five (5) points will be given to proposals submitted by local vendors. A local vendor is any business whose physical business address has been located in Tulare County for the past six months. A P.O. Box will not be accepted as a business address. The City reserves the right to request proof of Tulare County address.

Mandatory proposal conferences will be held on Tuesday, August 10, 2021 at 10:00 a.m. and Thursday, August 12, 2021 @ 2:00 p.m. Both conferences will be held at City Hall, located at 707 W. Acequia, Visalia, CA 93291, in the Council Chambers. Attendance at one of these meetings is required in order to submit a proposal in response to this RFP. This is an opportunity for Proposers to ask questions about the program and the Request for Proposal requirements.

One (1) unbound original and four (4) copies of the proposal are to be submitted to the Purchasing Division, located at 707 W. Acequia, Visalia, CA 93291, on or before **August 31, 2021 at 2:00 p.m.**

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

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

B. Purpose, Objective and Services to be Provided

Visalia is located east of State Highway 99 and along State Highway 198. The City's population is approximately 139,000. Its incorporated area covers approximately 36 square miles. The purpose of this maintenance contract is to provide the City of Visalia with the best possible tree care to maintain the City's Community Forest at a level expected by the City's residents, City Council, City staff, and visitors of the community. The selected firm will work closely with the Project Manager and other City staff to insure the most appropriate care and maintenance of the City's Community Forest with sensitivity to the City of Visalia, its residents and visitors.

C. RFP/Agreement Schedule

<u>Event</u>	<u>Date of Event</u>
RFP Available to the public	July 27, 2021
Proposer Conference at 707 W. Acequia Ave. @ 10:00 a.m.	August 10, 2021
Proposer Conference at 707 W. Acequia Ave. @ 2:00 p.m.	August 12, 2021
Deadline for Written Questions	August 20, 2021
RFP due at 2:00 pm at 707 W Acequia	August 31, 2021
<i>Short list established and vendors notified</i>	<i>September 10, 2021</i>
<i>Interviews/Presentations with short-listed vendors (if required)</i>	<i>September 17, 2021</i>
<i>Award of Contract @ City Council Meeting</i>	<i>September 20, 2021</i>
Contract Begins.....	October 1, 2021

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

III. SCOPE OF SERVICES

A. Required Product

A healthy Community Forest maintained to City standards per the Scope of Work as noted in this RFP.

B. Services of the Consultant

The City of Visalia will require the consultant to perform the tasks detailed below and in the Introductory Section so that the contract will be completed by the end of the twelve (12) month contract period.

C. Consultant Responsibilities

The proposal submitted in response to this RFP shall include a detailed scope of work and schedule consistent with the purpose and objective of the project identified in the Introduction Section and as follows.

1. It shall be understood that the Contractor will be required to perform and complete the proposed landscape and/or tree maintenance work in a thorough and professional manner, and to provide all labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner that will meet the City's requirements. It is the responsibility of the Contractor to provide storage for all materials, tools, equipment and vehicles. Contractor shall be required to perform the following tree maintenance activities at various sites throughout the City:
 - a. Update Tree Inventory
 - b. Tree trimming
 - c. Tree removal
 - d. Tree planting
 - e. Clean up and disposal and/or recycling of generated green waste
 - f. Root pruning and root barrier installation
 - g. Milling of lumber from removed trees when directed
 - h. Tree inventory update and management
 - i. Software installation (if directed) – specifics on # users, type, etc.
 - j. Small tree care
 - k. Arborist Tree Evaluation Report
 - l. Project Manager Meetings
 - m. Traffic Control Plans
 - n. Equipment Rental
 - o. Tree Watering
2. Project Initialization
Upon contract award, the successful bidder shall be required to provide a complete update of the City's tree inventory. The tree inventory data shall confirm the existing tree inventory database and include but not be limited to the following data fields:

- a. Species.
 - b. Size, including DBH, canopy height and canopy spread.
 - c. Condition.
 - d. No Parking dates and times (where applicable).
 - e. Presence of overhead power lines.
3. Annual Pruning Program
Contractor shall submit a recommended annual pruning program. Bid proposal shall provide suggested time schedules, personnel and vehicles that would be required to complete the annual pruning schedules. Depending on the City's current and future pruning needs the recommended pruning schedule may require multiple crews to perform concurrently within the same time constraints.
4. Community Forest Study
The study will provide information on the overall health of the Community Forest and focus on the following areas of concern.
 - a. The impact of the City's root pruning and hardscape repair program has had on existing street trees.
 - b. The long-range impact that poor or improper pruning practices, which has been conducted in previous years, and its effect on city trees in today's environment.
 - c. An evaluation of the City's mature and over-mature trees and the projected impact of removals and replacements that may be necessary in the next 10 years.
 - d. Projected requirements for the release of beneficial insects.
 - e. A hazard evaluation study of all park trees.
5. Special Provisions
 - a. Where "as directed", "as required", "as permitted", "approve", "acceptance", or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the City of Visalia is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", in total. The word "site" as used hereinafter shall be understood to mean the location receiving the service. The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by them and working under this contract.
 - b. All tree trimming shall comply with good arboreal practice for the particular species of trees being trimmed and shall be consistent with the Pruning Standards as adopted by the International Society of Arboriculture, and/or "Pruning Landscape Trees" by U.C. Agricultural Extension Service #AXT-288. The Contractor shall also meet the requirements of the American National Standards, Z133-1-1972, entitled "Safety Requirements for Tree Pruning, Trimming, Repair or Removal," published by the American National Standard Institute, Inc., 1430 Broadway, New York, New York 10018. The Project Manager shall determine if the Contractor has met all trimming requirements and payment shall not be made for trimming that is not in accordance with the above standards. The Contractor shall be deemed in contract default if they consistently fail to comply with the aforementioned standards.
 - c. Prior to beginning the work, the Contractor shall review with the Project Manager various methods, tools, and work scheduling to be used on the project. Unless otherwise indicated, tree trimming shall include but not be limited to accepted pruning activities.

Any structural weakness, decayed trunk or branches, or split crotches or limbs discovered by the Contractor during the course of trimming shall be reported to the Project Manager for determination.
 - d. The use of lopping shears shall be specifically approved by the Project Manager.
 - e. Daily tree trimming operations shall commence no earlier than 7:00 AM and shall be completed each day no later than 5:00 PM.

- f. Limbs one inch (1") in diameter or greater shall be precut to prevent splitting. When there is a chance of bark tearing at the crotch, remove large limbs with three cuts. Make the first cut on the underside of the branch one foot (1') to two feet (2') from the crotch. The undercut should be at least one-third (1/3) of the diameter. Make the second cut one inch (1") to three inches (3") further from the crotch than the first. The final cut is made at the crotch in a manner to favor the earliest possible covering of the wound by callus growth. Cuts shall not be made so large that they will prevent sap flow. All cut branches three and one-half inches (3 1/2") or larger in diameter shall be lowered by proper ropes to the ground. Any damage caused by dropping limbs shall be repaired within three (3) days at the Contractor's expense and to the satisfaction of the Project Manager. All debris resulting from tree trimming operations shall be removed from the work site on a daily basis.
 - g. Removal of all vines entwined in the tree or around its trunk, and the removal of sucker growth on tree trunks.
 - h. Tool Sanitation - On all trees, including palms, known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected with a ten (10) percent chlorine bleach solution after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily.
- 6. General Trimming and Shaping of Conifers

Two basic classes of conifers can be found in Visalia, those with branches radiating out from the trunk in whorls such as Pine trees or Cedar trees and those that sprout branches in a random manner such as Juniper or Taxus. Conifers shall typically be pruned in late winter or early spring. Typically, no more than thirty percent (30%) of the live foliage may be removed.

 - a. Contractor shall avoid damaging the central leader on all conifers. In specific cases the Project Manager may direct the contractor to remove the central leader in an effort to limit the height of specific trees.
 - b. At the time of pruning, the Project Manager shall determine which trees shall have the new growth pinched back in an effort to control canopy size.
 - c. To control the growth of large, mature conifers contractor shall be required to prune the new growth of lateral limbs.
 - d. Typical pruning of conifers shall consist of removing crossed limbs, deadwood or unwanted branches from the interior of the canopy.
- 7. General Trimming and Shaping of Broadleaf Trees

Follow the shape indicated by the natural growth habits of each tree species. Trimming and shaping of trees shall be as directed by the Project Manager and in accordance with the following:

 - a. Cut to laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least twenty-five percent (25%) but no more than fifty percent (50%).
 - b. Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.
 - c. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.
 - d. Heading cuts and/or topping will not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

8. Trimming for Traffic Clearances
 - a. The minimum clearance under trees within the street right-of-way shall be sixteen feet (16') over the traveled road, and ten feet (10') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.
 - b. Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.
 - c. When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.
9. Small Tree Care

The City requires an active approach to the care of its young and newly planted trees. The contractor shall be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, pruning, and re-staking when necessary. The maintenance of small trees shall begin as soon as each individual tree has been planted.
10. Tree Removals
 - a. During the course of trimming activities for a specified street, contractor shall notify the Project Manager of any trees which may be dead, hazardous or in need of removal for any reason. The Project Manager shall make the final determination to remove or provide public noticing for removal at a later date. Removals shall be conducted in good workmanlike manner in accordance with the standards of the arboricultural profession.
 - b. All wood from removed trees is the property of the City and shall be disposed of at the direction of the Project Manager. No wood shall be left along public right-of-way unless approved by the Project Manager. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be tarped, or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.
 - c. Contractor shall be required to call Underground Service Alert at least 2 days before stumps are to be ground out. All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of 1½ feet either side of the outer circumference of the stump, or until surface roots are no longer encountered.
 - d. Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal. All stumps are to be ground within 48 hours of tree removal. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2) inches above normal ground level. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.
11. Pest Control

Contractor shall take precautions and necessary actions to alleviate any pest damage to trees in the Community Forest with prior approval of Project Manager.
12. Crew Rental Services

Contractor shall provide when specifically requested a standard crew of 3 persons, one (1) chipper truck, one (1) chipper, one aerial tower truck and all necessary saws and hand tools. Crew make up should also be capable of modification in order to perform miscellaneous tree care tasks. The Project Manager shall provide a description of the work and recommended tools required to complete the assignment in an efficient and timely manner.

13. Emergency Response Service

- a. The contractor shall be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The contractor will be informed of locations and work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call.
- b. Contractor shall be required to provide 24-hour emergency phone numbers and the names of at least five (5) contact individuals upon award of contract. Should the contact persons or their phone numbers change during the course of the contract, those changes shall be submitted to the City within 2 working days.
- c. Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the contractor shall be required to notify the responsible utility company.
- e. Work performed under the emergency provision of this contract shall be paid for on a crew hour basis. This shall include all labor, tools, equipment, disposal fees and necessary materials.
- f. Evening, weekends and holiday call-out service.

14. Traffic Control

- a. Contractor shall be required to supply the necessary equipment to provide adequate traffic control measures during tree trimming operations. This shall include but not be limited to high visibility arrow boards where appropriate. City Engineering Traffic Control must approve all traffic control measures prior to implementation. Should an Encroachment Permit be required, it will be the responsibility of the Contractor to obtain.
- b. Tree trimming operations may be conducted on one side of the street at a time and at no time may streets be closed. During all tree trimming operations adequate provisions shall be made by the contractor to accommodate normal traffic flow over public streets. Means of ingress and egress shall be provided for occupants of adjacent property with convenient access to driveways, buildings, businesses or private residences. Pedestrian traffic shall be accommodated on adjacent sidewalks.
- c. Contractor shall be required to provide and maintain barriers, guards, and lights whenever and wherever necessary in order to effectively protect the public from the dangers associated with the tree trimming operations. Contractor shall be required to post proper notices and signals for the public regarding detours and the conditions of work currently in progress.

15. Public Noticing of Tree Trimming Operations

- a. Contractor shall be required to notify residents and/or businesses of scheduled tree trimming operations at least seven calendar days prior to the work being performed. Notifications shall be made in the form of door hangers, or letters mailed through the US Postal system.
- b. City approved "No Parking" signs shall be posted on individual trees scheduled for trimming 24 hours prior to the work being performed.

16. Disposal of Debris

- a. Green waste that is transported to an off-site facility for grinding into mulch shall be documented and submitted to the Project Manager on a monthly basis. Weight slips shall be required as proof of disposal and shall be included in the monthly Green Waste Report.
- b. Wood chips generated from trimming operations within the City of Visalia may be dumped and spread at a City designated site, or as otherwise directed by the Program Manager.

- c. At the direction of the Project Manager, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips shall be dumped and spread in specified locations in the City.
 - d. At the direction of the Project Manager, large tree trunks, which meet proper specifications, will be required to be milled into lumber suitable for use in a variety of applications. Milled lumber shall be returned to the City at a cost to be included in the bid proposal.
- 17. Invoice

Contractor shall be required to submit invoices on a twice monthly basis. Invoice format shall include but not be limited to a list of each street that trimming operations took place, the address of each individual tree trimmed, the species and its current condition, height, trunk diameter and canopy spread of each individual tree that was trimmed. Each invoice shall include an exact copy in electronic format that is compatible with the City's Tree Inventory program. Failure to submit invoices in this format may result in non-payment until these requirements are met.
- 18. Inspections
 - a. The Project Manager shall be furnished with every reasonable facility for ascertaining full knowledge of the daily tree maintenance operations involving the workmanship, character of materials and equipment used and employed in the work. Each week, the Contractor shall be required to submit a complete working schedule of all tree maintenance operations including but not limited to trimming, planting, removals, stump grinding and watering.
 - b. Inspection of the work shall not relieve the Contractor of any obligations to complete the work as outlined in this document. Contractor will correct any deficiencies found, even if found after the initial inspection.
 - c. Any work found to be unacceptable will be noted in writing. Upon receipt of notice of deficiencies, the Contractor shall make a reasonable good faith effort to correct the deficiencies within ten (10) calendar days. If unacceptable conditions are not corrected within this time period, the City shall have the right to take corrective measures including payment deduction and up to termination of the contract.
- 19. Withholding Payment

The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:

 - 1. Defective or inadequate work not corrected.
 - 2. Claims filed, or reasonable evidence indicating probable filing of claims.
 - 3. Failure of the Contractor to make proper payments to subcontractors or for materials or labor,
 - 4. A reasonable doubt that the contract can be completed for the balance unpaid.
- 20. Minor Modifications and/or Additional Work
 - a. The City may modify these specifications with the joint approval of the Contractor and the City of Visalia Purchasing Division. All modifications shall be in writing.
 - b. In the event that the City of Visalia should require additional work outside the terms of the contract specifications or not priced in the contract, the Contractor shall perform all work at a competitive price.
 - c. Additional work covered by the contract specifications and pricing may be added to the contract as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with this bid proposal. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.
- 21. Clarification of Specifications

- a. If any bidder, prior to submitting their bid should find any discrepancies and/or omissions from the specifications or other contract documents, or if they should be in doubt as to the true meaning of any part thereof, they shall direct questions or concerns to the Visalia Purchasing Division, 707 W. Acequia Avenue, Visalia, CA 93291, email to purchasing@visalia.city or by fax at 559-713-4802 for corrections, clarification, or interpretation of the points in question. Questions must be submitted by August 20, 2021.
 - b. In the event that the City of Visalia Purchasing Division receives a request, and it should be found that certain essential information is not clearly and fully set forth, or if the City discovers errors, omissions, or points requiring clarification in these documents, a written addendum will issued. The City will not be responsible for any instructions, explanations, or interpretations of the documents presented to bidders in any manner other than written addendum. It is the responsibility of the Proposer to ensure they have received all Addenda.
22. Bond Requirements
Ensure Performance Bond at 100% is included in the proposed Contract.
23. Arborist Tree evaluation and report
Follow ISA evaluation standards
- 1. Resistograph testing when necessary
 - 2. Root Crown excavation when necessary
24. Project Manager Meetings
- a. Meet bi-weekly to review and receive invoices.
 - b. Review and inspect.
 - 1. Inspect completed work.
 - 2. Inspect upcoming work.
25. Traffic control plans
- a. Encroachment permit required.
 - b. Traffic Control plan required on major arterials to be filed and approved by City of Visalia Traffic Engineering.
26. Equipment Rental
When requested by City of Visalia Project Manager:
- 1. Crane
 - 2. 95-foot aerial tower
 - 3. Loader
27. Tree Watering
Contractor will be responsible for obtaining a water meter from Cal Water at Contractor's expense.
- 1. Watering Downtown trees not on irrigation
 - 2. Done before hours of 7:00 am
 - 3. Berm repair for watering holding capacity.
 - 4. Report dead or dying trees.
 - 5. Re-staking trees as needed.
 - 6. Weeding of tree basins
 - 7. Basil sucker removals.
28. Tree Planting
Plant in accordance with ISA Standards, ANSI a300 Standards and City of Visalia Standards and specifications.
29. Software
- a. A written description of the proposed software program to be used to manage the City's Tree Inventory and firm's ability to provide accurate inventory updates for all trees serviced.
 - b. A statement describing the firm's ability to provide data for the City's Geographic Information System (GIS). Data shall be compatible with the City's current tree inventory database.

- c. A written description of the firm's plan to report green waste generated and the method for its disposal.
- d. A written description of the firm's internal tree maintenance and arboricultural training program.

The City reserves the right to accept or reject any of the individual components of the work proposed.

D. City Responsibilities

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

IV. PROPOSAL CONTENT AND FORMAT REQUIREMENTS

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

A. General Information

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

B. Proposed Project Approach

Summarize your approach and understanding of the project and any special considerations of which the City of Visalia should be aware. Indicate clearly, the levels of participation you will expect from City of Visalia staff in the fulfillment of the contract.

Exceptions to the requirements of the RFP should be clearly delineated in this section.

In addition, you are invited to include a maximum of two (2) pages of information not included, nor requested in this RFP, if you feel it may be useful and applicable to this project.

The information in this section will aid the City in the refinement of the scope of work during contract negotiations.

C. Staff Qualifications and Related Experience

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

Firms wishing to have their bid proposals considered for this project shall submit the following, as a minimum:

1. A statement of firm's qualifications applicable to this project, including the following:
 - a. State of California Contractor's License number and expiration date, C-27 & C61/D-49.
 - b. Names, qualifications and proposed duties of staff to be assigned to this project. The firm shall identify at least two (2) ISA Certified Arborists who will be responsible for providing project management for the duration of the project as well as a full-time English speaking Site Supervisor, who is an ISA Certified Arborists, capable of communicating with any City representative and be authorized to act on behalf of the firm.
 - c. List of staff qualifications including but not limited to:
 - 1) All Certified Arborists employed by the firm.
 - 2) All Certified Tree workers employed by the firm.
 - d. All Certified Utility Arborists employed by the firm.
 - e. All Utility Line Clearance Specialists employed by the firm.
 - f. California State Licensed Pest Control Advisor employed by the firm.
 - g. California State Licensed Pest Control Applicator employed by the firm.
 - h. American Society of Consulting Arborists (ASCA) Registered Consulting Arborist employed by the firm to consult on tree health issues.
 - i. Technicians providing technical support for inventory software.
2. Technical ability and experience similar in scope to this project.
3. Statement of past project disqualification(s) and litigation.
4. Quality Control Plan.
5. Customer Service Program.
6. Safety Training Program.
7. Industrial Safety Record.
8. Letters of Reference.
 - a. A description of previous experience, including projects of similar nature.
 - b. A detailed description of the proposed services to be performed along with schedules, list of personnel, and vehicles that would be required to complete this project.
 - c. Affirmative statement of compliance with indemnity and insurance.
 - d. A written description of the proposed software program to be used to manage the City's Tree Inventory and firm's ability to provide accurate inventory updates for all trees serviced.
 - e. A statement describing the firm's ability to provide data for the City's Geographic Information System (GIS). Data shall be compatible with the City's current tree inventory database.
 - f. A written description of the firm's plan to report green waste generated and the method for its disposal.
 - g. A written description of the firm's internal tree maintenance and arboricultural training program.
 - h. A complete list of machinery and equipment, including year, serial number and license number, to be used for this project and all available equipment in reserve to allow for breakdowns.
 - i. A written description of methodology to be used for notifying residents prior to commencement of tree work. (Door hangers are permitted in the City).
 - j. The firm must submit a proposed Quality and Cost Control Plan to enhance the service and responsiveness to the City. It should include the following:
 - The methodology in which the firm will handle complaints from the public and damage to public & private property.
 - Effective means to correct problems.
 - The means the firm will use for completing the project.
 - Corporate and Financial Capability
 - A written statement describing the firm's ability to acquire and purchase trees for the City's planting program. Also describe the facility, which the trees are to be stored.

D. Proposed Fee Structure

Provide proposed fees and cost information and recommend a budget plan for all services to be provided in the following format:

SCHEDULE OF COMPENSATION

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
Annual Tree Trimming on District/Zone basis	per tree	\$
SERVICE REQUESTS – Work performed on an individual basis		
FULL TRIM		
0-6" dbh	per tree	\$
7-16" dbh	per tree	\$
17-24" dbh	per tree	\$
25-36" dbh	per tree	\$
37" dbh & over	per tree	\$
TREE REMOVAL		
Tree and stump removal	per diameter inch	\$
Tree removals over 36" dbh	per diameter inch	\$
Stump only removal	per inch	\$
PLANTING		
15-gallon tree	per tree	\$
24-inch box tree	per tree	\$
36-inch box tree	per tree	\$
48-inch box tree	per tree	\$
TREE WATER MONITORING	per tree	\$
CREW RENTAL		
3-man crew with equipment	per hour	\$
2-man crew with equipment	per hour	\$
1-man crew with equipment	per hour	\$
EMERGENCY RESPONSE		
1-man crew with equipment	per hour	\$
TREE INVENTORY AND SOFTWARE PACKAGE	per tree site	\$
GPS INVENTORY (40,000 trees)	Total	\$
TREE INVENTORY UPDATES	per tree site	\$
TREE MASTER PLAN	Lump Sum	\$
ARBORIST TREE EVALUATION REPORT	per tree site	\$
MEETING WITH PROJECT MANAGER	per hour	\$
PREPARING TRAFFIC CONTROL PLAN	per plan	\$
EQUIPMENT RENTAL	per hour	\$

ADDITIONAL SERVICES

DESCRIPTION	UNIT	UNIT PRICE
PALM TREE TIRMMING (Service Request)		
Coco palm, any size	per tree	\$
Washingtonia palm, any size	per tree	\$
Canary Island Date Palm, any size	per tree	\$
ROOT PRUNING	linear foot	\$
ROOT BARRIER INSTALLATION	linear foot	\$

CONTRACTOR agrees to allow any other public agency (e.g., city, county district, public authority, public agency, municipality, and other political subdivision or public corporation) to have the option to participate in any award made as a result of this solicitation at the same prices. The City shall incur no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for placing orders and making payments to the vendor.

The CITY, at its option and with CONTRACTOR concurrence, may renew this contract for additional five-year periods, in one-year increments, on the same terms and conditions as provided herein. This option may be exercised only if the CONTRACTOR demonstrates superior performance in the provision of tree maintenance services during the prior five-year contract term, assuming all of the annual renewal options were awarded.

- Proposers should review the requirements of this RFP and address all services that might reasonably be expected to support the project. Indicate how the City will be invoiced for services, i.e., unit or hourly costs.
- This information should be detailed and broken down by type of service and units of work or other applicable measure. Proposers should endeavor to provide a comprehensive fee schedule as the City will not include compensation in the contract for items not addressed.
- Include a total cost to provide services, based on the consultant's fee schedule and the scope of work as outlined in this RFP. This cost will be used as a basis for negotiations.
- The fee proposal submitted under separate, sealed cover, along with the proposed project approach, will be used as a basis for any contract negotiations. The actual scope of services and fees included in the contract may be negotiated and may vary to satisfy the City's actual needs.

E. Conflict of Interest

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

V. CONSULTANT SELECTION PROCEDURE

Selection of the successful proposal shall be generally based on the information provided by the Vendors in response to the Request for Proposals and any subsequent interviews that may be conducted.

Consultant interviews will be held solely at the option and discretion of the City of Visalia. The process for selection shall occur in the following sequence:

- Review Proposals
- Establish a "short list" of three or more firms
- Interview "short-listed" firms (at the option and discretion of the City)
- Identify best qualified firm
- Award contract

A project Selection Committee, as deemed necessary, will be formed to evaluate the proposals and to make recommendation to the Visalia City Council. This committee may consist of representatives of the user department, members of the community, members of the Council and the Administrative Services Department, and may include a representative knowledgeable in green waste services from outside of the community. Composition and creation of this committee, should one be formed, is at the sole discretion of the City. Names of the Committee members, should one be formed, will not be released prior to the time for interviews.

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

A. Criteria

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

Criteria	As Demonstrated By	Weight of Criteria
Quality & Completeness of Proposal	-Relevance & Conciseness of Bid Proposal and Statement of Qualifications -Work Statement and Quality Control Plan	10 pts.
Corporate Capability	-Qualifications and experience of staff -Quantity and types of equipment -The ability of the firm to provide the proper insurance coverage -Financial ability of the firm to provide services to the City of Visalia -Experience in the management of electronic tree inventory databases -Internal training program for employees -Green waste recycling capabilities and the firm's plan to recycle generated green waste from tree maintenance activities.	20 pts.
Reference Evaluation	-Customer Service Record -Performance record of the firm relating to the Project Schedule of similar scale -Quantity and Quality of work previously performed -References	20 pts.
Customer Service Evaluation	-The firm's customer service program and response to Citizen complaints.	5 pts.
Information Management	-Inventory software provided to the City -Technical support for software and data management -Quantity and types of inventory equipment -The ability to provide accurate inventory updates, for all trees serviced, compatible with the City's tree inventory database -Geographic Information System (GIS) capabilities	15 pts.
Pruning Program	-Ability to recommend and meet Project Schedules -Pruning ability	10 pts.
Community Forest Study	-An evaluation of the firm's ability to conduct a comprehensive study of the current condition of Visalia's Community Forest.	5 pts.
Fee Schedule	-An evaluation of the firm's Fee Schedule	10 pts.

Criteria (Cont'd)	As Demonstrated By	Weight of Criteria
Local Vendor Preference	-Proposals submitted by Businesses with a business address in Tulare County, CA will receive 5 percentage points.	5 pts.

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

B. Background Check

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

C. Award of Contract

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

VI. EXAMINATION OF CONTRACT REQUIREMENTS AND ACCEPTANCE OF PROPOSAL CONTENT

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

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

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

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

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

A. Withdrawal of Proposals

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

B. Rejection of Proposals

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

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

C. Evaluation/Award of Contract

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

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

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

1. Contract, should it be awarded, shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.
2. Should proposer be awarded contract, proposer shall not assign contract, or any part thereof, or any moneys due or to become due thereunder, without prior consent of the City.
3. Proposer shall indemnify and hold harmless the City, its officers, officials, employees, and agents from and against all claims, damages, losses, and expenses caused in whole or in part by any negligent act or omission of the proposer, its consultants, subcontractor, anyone directly or indirectly

employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct by the City.

4. Proposer shall hold the City harmless from liability of any nature or kind, including cost and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.

VII. MEASUREMENT AND PAYMENT

A. Billing and Payments

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

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

B. City's Right to Withhold Certain Amounts

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

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

C. Contract Price Adjustments

All prices shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. Prices may be adjusted annually at time of contract renewal and upon mutual agreement of the parties. It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the Project Manager within the thirty (30) calendar day period prior to the annual anniversary date of the agreement as specified in the General Conditions of RFP 20-21-49.

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the U.S. Department of Labor Consumer Price Index (CPI) for all Urban Consumers (CPI-U All Cities Average). The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period.

In no instance shall the price increase exceed 5%. The contract unit price changes as a result of this formula shall be binding on the contractor for the subsequent contract year. The adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

VIII. GENERAL CONDITIONS

A. Important Notice

The City of Visalia will not be responsible for oral interpretations given by any City employee, representative, or others. Proposers are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the City will attempt to notify all prospective vendors who have

secured same. However, it will be the responsibility of each vendor, prior to submitting their proposal, to contact the Purchasing Division, located at 707 W. Acequia, Visalia, CA 93291, (559) 713-4334 to determine if addendums were issued and to make such addendum a part of the proposal.

B. 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. All contractors and subcontractors (***including Consultants and Sub-Consultants***) bidding and performing work on Public Works Projects must:

1. Be currently registered with the California Department of Industrial Relations (DIR).
2. Furnish electronic payroll records for new projects to the Labor Commissioner.

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

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

If a project labor agreement (the term "project labor agreement" is defined in Public Contract Code 2500(b)(1) as a pre-hire collective bargaining agreement that establishes terms and conditions of employment for a specific construction project or projects and is an agreement described in Section 158(f) of Title 29 of the United States Code) is used, then it must comply with the taxpayer protection provisions set forth in Public Contract Code section 2500(a). City of Visalia has no ordinances requiring or prohibiting such agreements.

C. City of Visalia Labor Compliance Manual

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

D. Legal Responsibilities

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

E. Permits and Licenses

1. Business Tax Certificate

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

A. Professional License

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

B. Permits

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

F. Bonds

Required Bonds

The Bidder(s) awarded contract(s) pursuant to this RFP will be required to provide to the City of Visalia a "Performance Bond" in the amount of 100% of the contract amount within ten (10) days of receipt of a "Notice of Award" and shall remain in force for one year after the date of completion.

G. Insurance

Indemnification and Insurance

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

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

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

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

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

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

"This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City of Visalia, Purchasing Division, 707 W. Acequia, Visalia, CA 93291, with the exception of cancellation for non-payment of premium, in which case ten (10) days' notice shall be given."

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

"It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy."

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

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

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

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

H. Assignment of Contract

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

I. Documents/Data

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

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

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

J. Termination of Contract

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

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

- A. Termination By Either Party Without Cause: The CITY or CONSULTANT may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Should the contract be terminated for convenience, the proposer shall be paid for all authorized services provided, including reasonable charges for de-mobilization. However, the proposer shall not be paid any anticipated profit or fees for services not provided.
- B. Termination of Agreement for Cause: The CITY may by written notice to the CONSULTANT specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:
 - 1. If the proposer shall fail to provide services or perform satisfactorily the work required by the terms and conditions of the contract, or materially breaches any of its obligations under this agreement the City may terminate the contract, in whole or in part.
 - 2. Any assignment, subletting or transfer of the interest of the Consultant, either in whole or in part, without the written consent of the City shall be cause for the City to immediately terminate the agreement for default.
 - 3. Notwithstanding any other provisions of this agreement, this agreement may be terminated by the City upon a single violation of this agreement.
- C. Post-Termination:
 - 1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.
 - 2. Except with respect to defaults of subconsultants, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a subconsultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subconsultant were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.
 - 3. Should the Agreement be terminated with or without cause, the CONSULTANT shall provide the CITY with all finished and unfinished documents, data, studies,

services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement.

4. Upon termination, with or without cause, CONSULTANT will be compensated for the services satisfactorily completed to the date of termination according to compensation provisions contained herein. In no event, shall the total compensation paid CONSULTANT exceed the total compensation agreed to herein.
5. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.
6. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

K. Right to Require Performance

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

L. Ethics in Public Contracting

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

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

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

M. Independent Contractor

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

N. Equal Employment Opportunity

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

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

O. Venue

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

P. Proprietary Information

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

Q. Incurring Costs

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

R. 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.

NON-COLLUSION AFFIDAVIT

To Accompany Proposal

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

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

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

Company Seal:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____ (Seal)

WORKERS' COMPENSATION INSURANCE CERTIFICATE

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

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

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

Equal Opportunity Clause

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

1. The vendor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The vendor will, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the contractors' commitments under Section 202 of Executive order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor. Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
5. In the event of the vendor's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the vendor may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
6. The vendor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

Certification on Non-Segregated Facilities

The contractor hereby certifies that it does not or will not maintain segregated facilities and not permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, gender, national origin or political affiliation.

Name of Firm

Authorized Signature

Date

**BIDDER'S STATEMENT ON PREVIOUS CONTRACTS
SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
(EXECUTIVE ORDER 11426)**

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-I" prior to award of the contract.

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

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

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

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: _____

Firm Address: _____

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

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface.

Submitted by: Name _____

Date _____

AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

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

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

DRUG-FREE WORKPLACE CERTIFICATION

STD.21 (REV.10-2019)

CERTIFICATION

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

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

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

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

SAMPLE CONTRACT

ANNUAL CONTRACT FOR COMMUNITY FOREST MAINTENANCE (City of Visalia RFP No. 20-21-49)

This Agreement, entered into and effective this _____ day of _____, 2021, by and between the City of Visalia, hereinafter referred to as the "CITY", and _____ hereinafter referred to as the "VENDOR", "BIDDER", or "SUBRECIPIENT".

RECITALS

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

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

WHEREAS, CITY desires services for Community Forest Maintenance, which was let to bid on _____ as evidenced by RFP No. 20-21-49, Annual Contract for Community Forest Maintenance; and

WHEREAS, City of Visalia reviewed and evaluated responses to the Proposal and determined to award a contract to VENDOR for Community Forest Maintenance; and

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

NOW, THEREFORE, CITY and VENDOR agree as follows:

1. TERM:

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

2. ATTACHMENTS INCORPORATED:

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

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements
Attachment 3	City of Visalia RFP 20-21-49, Annual Contract for Community Forest Maintenance
Attachment 4	Vendor's proposal in response to RFP No. 20-21-49
Attachment 5	City of Visalia Labor Compliance Manual

3. VENDOR SCOPE OF SERVICES and COMMITMENTS*:

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

- A. The CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in RFP 20-21-49, for the cost identified in Attachment 2.
- B. Additional Services: Incidental work related to the PROJECT and not described in RFP 20-21-49, may be needed during the performance of this Agreement. The CONSULTANT agrees to provide any and all additional services at the rates identified in Attachment 2 - Schedule of Fees for Professional Services. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.

4. CITY COMMITMENTS:

CITY shall perform all tasks described in RFP 20-21-49.

5. COMPENSATION:

CITY shall pay VENDOR compensation for services requested; however, CITY shall pay not more than the following amount under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on the monthly report and similar documents presented by VENDOR to CITY. The CONSULTANT shall be paid no later than thirty (30) days following submission of a written, verified billing to the CITY. Said billing shall include the percentage of each task completed to date and since the date of the preceding billing, if any.

Cost	\$
Source of Funds:	Local Revenues
Payment Schedule:	As invoices are received

6. CONTRACT PRICE ADJUSTMENTS:

All prices shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. Prices may be adjusted annually at time of contract renewal and upon mutual agreement of the parties. It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the Project Manager within the thirty (30) calendar day period prior to the annual anniversary date of the agreement as specified in the General Conditions of RFP 20-21-49.

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the U.S. Department of Labor Consumer Price Index (CPI) for all Urban Consumers (CPI-U All Cities Average). The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period.

In no instance shall the price increase exceed 5%. The contract unit price changes as a result of this formula shall be binding on the contractor for the subsequent contract year. The adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

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

VENDOR

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 VENDOR 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
GENERAL CONTRACT PROVISIONS

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

CITY OF VISALIA
707 W. Acequia Ave.

Visalia, CA 93291

Attention: City Clerk/Purchasing

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.

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.

Attachment 2
INSURANCE REQUIREMENTS

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

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

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

 - a. The City of Visalia, its officers, agents, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia.
 - b. It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy.

- c. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA, 93291

6. Proof of Coverage.

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

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