



CITY OF VISALIA REQUEST FOR PROPOSALS RFP-22-23-49

Annual Contract for Veterinary Services for the Visalia Animal Care Center (VACC)

**PROPOSER
CONFERENCE:** A Non-Mandatory Proposer Teleconference will be held **Wednesday, June 7, 2023
at 2:00 p.m.**

**SUBMITTAL
DEADLINE:** One (1) unbound original, four (4) copies and one electronic copy (flash drive)
must be received on or before **2:00 p.m. on Wednesday, June 21, 2023.**

ADDRESSED TO: City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291

FROM: Proposer's Name
Mailing Address

MARK ENVELOPE: RFP No. 22-23-49
Veterinary Services for the Visalia Animal Care Center (VACC)

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

INQUIRIES:

Direct questions for clarification of this bid document to City of Visalia Purchasing Division:

- Phone: (559) 713-4334
- Fax: (559) 713-4802
- Email: purchasing@visalia.city

*All questions must be received on or before **Wednesday, June 14, 2023.***



**CITY OF VISALIA, CALIFORNIA
REQUEST FOR PROPOSAL
RFP 22-23-49**

SEALED PROPOSALS will be received by the Purchasing Division until **2:00 pm on Wednesday, June 21, 2023** for:

Annual Contract for Veterinary Services for the Visalia Animal Care Center (VACC)

The City of Visalia Animal Services Division is requesting proposals from licensed and qualified Veterinarians for an annual contract to provide all veterinary services necessary to handle the animal medical needs and required regulations for the provision of veterinary care, and administration of veterinary medications and controlled substances at the Visalia Animal Care Center (VACC) located at 29016, Hwy 99 in Visalia, CA.

Contract documents may be obtained from the Purchasing Division by calling (559) 713-4334; emailing purchasing@visalia.city; or downloading from City's web site (visaliapurchasing.org).

Non-mandatory Proposer Conference. A non-mandatory Proposer Conference has been scheduled for **Wednesday, June 7, 2023 at 2:00 p.m.** This is an opportunity for Proposers to ask questions about the project and the Request for Proposal requirements. Attendance at this meeting is highly recommended, but not required in order to submit a proposal in response to this RFP. Interested proposers may register to attend the conference remotely by emailing contact information to purchasing@visalia.city.

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

Local Vendor Preference: To encourage local vendor participation, five (5) percentage points will be given to proposals submitted by local vendors. A local vendor is any business whose business address is located within 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.

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

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

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: May 25, 2023
May 31, 2023**

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGES</u>
I. Definitions	4
II. Introduction	4
A. Information	4
B. Background.....	5
C. Purpose and Objective	5
D. RFP/Agreement Schedule	5
III. Scope of Services	5
A. Required Services	5
B. City Responsibilities.....	5
IV. Proposal Content and Format Requirements	6
A. General Information	6
B. Proposed Project Approach.....	6
C. Staff Qualifications and Related Experience	7
D. Proposed Fee Structure and Schedules.....	7
E. Conflict of Interest.....	8
V. Consultant Selection Procedure	8
A. Criteria and Weight of Criteria	8
B. Background Check	9
C. Award of Contract	9
VI. General Conditions	9
A. Important Notice	9
B. Contracting Agency	10
C. Legal Responsibilities	10
D. Permits and Licenses	10
E. Insurance	10
VII. Contract Requirements	11
A. Withdrawal of Proposals	12
B. Rejection of Proposals	12
C. Evaluation/Award of Contract	12
D. Proposal Pricing Guidelines	13
E. Assignment of Contract	13
F. Right to Require Performance	13
G. Ethics in Public Contracting	13
H. Equal Employment Opportunity	13
I. Venue.....	14
J. Proprietary Information	14
K. Incurring Costs.....	14
L. Firearms Prohibited	14
EXHIBITS	15
A. Scope of Work	
B. Certifications, Affidavits, Assurances, Statements, Waivers and Questionnaires Which Must Accompany Proposal	
Non-Collusion Affidavit, Workers' Compensation Insurance Certificate, Equal Employment Opportunity Compliance Certificate, Ownership Disclosure Form, Drug-Free Workplace Certificate, Americans with Disabilities Act Compliance Certificate, Iran Contracting Certification, Levine Act Statement, Bidder's Statement on EEO Compliance	
C. Sample Project Agreement With Attachments	

I. DEFINITIONS

For the purposes of RFP NO. 22-23-49, 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 Proposal in response to the Request for Proposals.
4. "Bid" and "Proposal" are used interchangeably to mean an individual's or entity's offer in response to this Request for Proposal.
5. "RFP" means Request for Proposal No. 22-23-49.
6. "Services" means the services as described in the RFP.
7. "Site" refers to the city owned property located at 29016 Highway 99, Visalia, CA
8. "Animal Care Facility" refers to the City of Visalia Animal Care Center (VACC) located at 29016 Highway 99, Visalia CA, which is on the access road next to the freeway on the west side of the airport.

II. INTRODUCTION

A. Information

The City of Visalia is requesting proposals from qualified and experienced consultants to provide Shelter Veterinary Services for the 17,000 square foot VACC facility located on the west side of the municipal airport next to Highway 99. The initial contract shall be for a one-year (1) period and shall, at the City's option and upon mutually agreeable terms, be renewable annually thereafter for four (4) consecutive one-year periods. Specifically, the City is looking for:

- All veterinary services necessary to handle the animal medical needs and required regulations for the provision of veterinary care, and administration of veterinary medications and controlled substances at the Visalia Animal Care Center.

Providers should submit proposals that include all services necessary to be issued a premise permit as required by Title 16, §2030-2030.3 of the California Code of Regulations as applicable. It should be noted that the City, or its appointed agents, will employ shelter staff responsible for the day-to-day oversight and care of animals. The selected provider will be required to work with and provide the necessary training for euthanasia and medicine dispensing to the Animal Care staff at the VACC.

Local Vendor Preference: To encourage local vendor participation, five (5) percentage points will be given to proposals submitted by local vendors. A local vendor is any business whose address has been located within 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.

Executive Order N-6-22 – Russia Sanctions

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

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

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

B. Background

Visalia is located east of State Route 99 and along State Route 198. The City’s population is approximately 142,000. The City’s incorporated area covers approximately 38 square miles. Visalia is at the heart of the San Joaquin Valley and centrally located near Highway 99 between San Francisco and Los Angeles.

The Visalia Animal Care Center is a municipal animal shelter that was constructed and opened by the City of Visalia in May of 2015. The facility is just over 17,000 sq. ft. on 3.9 acres of property. The facility is comprised of:

- 89 - Dog holding Kennels/Cages for Strays, Isolation and Quarantine
- 99 - Cat Cages for Strays, Isolation and Quarantine
- 60 - Indoor Cages in various areas of the facility

In addition to the areas above, the facility has separate rooms for Other Animals, Commercial Laundry, Food Prep, Food and Equipment Storage, a grooming room, public counter, and various office spaces.

The Visalia Animal Care Center receives an average of 3,000 animals per year, with 99% of those coming in as stray animals and the remainder is surrendered by its owner.

C. Purpose, Objective and Services to be provided

The purpose of this RFP is to select a provider to perform the required medical functions at the Visalia Animal Care Center. Services to be provided include all veterinary services necessary to handle the animal medical needs and required regulations for the provision of veterinary care, and administration of veterinary medications and controlled substances at the Visalia Animal Care Center.

D. RFP/Agreement Schedule

<u>Event</u>	<u>Date of Event</u>
RFP Available to the public.....	May 25, 2023
Informational Proposer Conference at 2:00 p.m.....	June 7, 2023
Questions deadline	June 14, 2023
RFP Submittals due at 2:00 p.m. at 707 W. Acequia	June 21, 2023
Short list established and vendors notified	June 2023
<i>Interviews/Presentations with short-listed vendors (if required)</i>	<i>July 2023</i>
Award of Contract	July 2023
Contract Begins	August 2023

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

III. SCOPE OF SERVICES

A. Required Services

In order to provide for all necessary medical needs for the VACC, either directly or through oversight of designated City-provided staff, City is seeking veterinary services as stated further in Exhibit “A” – Scope of Work. The City will retain the responsibility for all kennel management and animal care functions, either through City staff or a designated agent. In all other respects, the City seeks services to meet the requirement for veterinary services as called out in the municipal code and state law.

B. City Responsibilities

1. Compensate the consultant as provided in the contract agreement.

2. Provide a "City Representative," who will represent the City and who will work with the consultant in carrying out the provisions of the RFP. The Consultant shall communicate with the City representative who will provide the following services:
 - a. Examine documents submitted to the City by the Consultant and render timely decisions pertaining thereto
 - b. 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
 - c. Process invoices submitted by Consultant
 - d. Act as coordinator between Consultant and other City representatives
3. Employ shelter staff responsible for the day-to-day oversight and care of animals.
4. Proper and secure storage of all medications and controlled substances at the Visalia Animal Care Center, as directed by Consultant.

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, 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
- Personnel of the Proposer's Firm must be identified in the proposal with their background and the firm must give assurances of continuity of its personnel. A contact person needs to be identified.
- Provide surety information for all sureties – General and Automobile Liability, E/O and Worker's Compensation.
- References and Referrals

B. Proposed Project Approach

Summarize your approach and understanding of the requested services 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. The contents of this section shall be determined by the proposer but should demonstrate an understanding of the special characteristics of the services required.

This section shall outline the proposed approach to the project, providing a brief explanation of how the CONTRACTOR will go about providing each of the items listed in Exhibit A, Scope Of Work, including any required components such as:

- Purpose and Objective(s) for the item
- Task(s) to be required/included and brief description
- Process and/or procedure for completion
- Work products and outcomes
- Meeting(s) required to complete the item
- Timeline(s) of specific tasks where applicable
- Completion date(s) where applicable

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

1. Staff Qualifications and Experience

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

If your firm intends to subcontract any of the services required under this RFP it should be discussed in this section. Detailed information for each subcontractor must be provided. *Note:* No work may be subcontracted, nor assigned, without prior written approval of the City of Visalia.

2. Related Experience

Include descriptive information concerning the experience of the firm. Include information about previous contracts that might be comparable, including the size and type of contract and the scope of services provided. In addition, provide references for the three (3) most comparable contracts for which your firm has provided, or currently is providing, similar services. **The City is especially interested in your firm's experience in providing similar services for similar agencies and municipalities.**

List the projects in reverse chronological order and provide the following information for each project. Indicate for each of these projects:

- Name of contract
- Contract location
- Brief description (type of services, functional components, and special considerations)
- Name of Agency or Business
- Agency or Business contact person and telephone number (contact person, who, at the time of RFP submittal, will be employed by the Agency or Business)
- Your Business Relationship (i.e., employee, contractor, subcontractor, etc.)
- Proposed Cost Estimate vs Actual Contract Amount
- Contract Dates

D. Proposed Fee Structure and Schedules

The Proposed Fee Structure and Schedule shall be provided under separate, sealed cover as a part of the RFP submittal.

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

- Proposers should review the requirements of this RFP including Exhibit A, Scope of Work, and address all services in this fee schedule that might reasonably be expected to support the contract.
- Fee structure is to include:
 1. A flat monthly fee in an amount to cover all work, as specified in Exhibit A, items A-F.
 2. A summary of the fee items and associated costs for Exhibit A, item G, "surgical sterilization" and any extraneous associated costs for this item such as transportation that may be identified in the "Project Approach" portion of the proposal submitted.
 3. An hourly rate to be charged for Exhibit A, item H, and any other requested and agreed upon items which will be considered "out of scope" work not included in Exhibit A, Scope of Work.

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 Consultant in response to the Request for Proposals and any subsequent interviews that may be conducted. *Consultant interviews will be held solely at the option and discretion of the City of Visalia.* The process for selection shall occur in the following sequence:

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

A project Selection Committee, as deemed necessary, will be formed to evaluate the proposals and to make recommendation to the Visalia City Council. This committee may consist of representatives of the user department, members of the community, members of the Council, and may include a representative knowledgeable in transportation maintenance 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 consultant based solely on the information provided in the proposals received in response to the RFP. *Should an interview take place, the key personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview.*

A. Criteria & Weight of Criteria

The Committee will address the following criteria in evaluation of proposals in order to gauge the ability of a consultant 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	Explanation	Weight
Merit of Proposals Submittal / Presentation	<ul style="list-style-type: none"> Proposal thoroughness 	20%
Knowledge and Expertise of Personnel/ Firm	<ul style="list-style-type: none"> Capability of personnel Firm qualifications in providing veterinary services Adequacy of Staff to support the City's efforts to encourage responsible pet ownership 	25%
Operational Feasibility	<ul style="list-style-type: none"> Ability to provide the services /Service availability and readiness Evidence of the provider's ability to work within its operational and financial restraints Proposed work objectives and methods of tracking compliance 	25%
Record of Past Performance	<ul style="list-style-type: none"> References Ability to work effectively with the City staff, other public agencies, and related parties. Demonstrated ability to complete work tasks within project timelines and budget. 	25%
Local Vendor Preference	<ul style="list-style-type: none"> Proposals submitted by Businesses with a business address in Tulare County, CA will receive 5 percentage points 	5%

Prior to the award of contract, the City must be assured that the proposer selected has all 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. 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. Contracting Agency

The contract resulting from this Request for Proposals will be administered by the City of Visalia Purchasing Division.

C. 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 applicable to contracts utilizing Federal funds.

D. Permits and Licenses

a) 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, Consultant 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.

b) 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.

c) 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.

E. Insurance

Indemnification and Insurance

As respects acts, errors, or omissions in the performance of services, CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR, 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, CONTRACTOR 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 CONTRACTOR's (or CONTRACTOR'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 CONTRACTOR 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 no less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).
- Professional liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000).
- Comprehensive Automobile Liability coverage with a combined single limit of no 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 Clerk, City of Visalia, 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 and comprehensive automobile liability policies 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 insureds 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 contractor cease to have insurance as required during any time, all work by contractor pursuant to this agreement shall cease until insurance acceptable to the City is provided.

VII. 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

Failure to meet the requirements of the RFP may be cause for rejection of the proposal. The City may reject the proposal if it is deemed incomplete, contains irregularities of any kind or is offered conditionally. The City reserves the right to reject any and all proposals without cause.

The proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the proposer, may be cause for rejection of the proposal. If, in the opinion of the City, such information was intended to mislead the City in its evaluation of the proposal, it will be cause for rejection of the proposal.

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. This committee may consist of representatives of the user department, members of the community, the Finance Division, and may include a representative knowledgeable in bus maintenance operations from outside of the community. In connection with its evaluation, the City may, at its option, invite one or more proposers to make an oral presentation to the Selection Committee. During these interviews, the proposers will be allowed to present such evidence as may be appropriate in order that the Committee can correctly analyze all materials and documentation submitted as a part of the proposals.

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:

- a) Proposer is an independent contractor, not an employee, agent, or officer of the City.
- b) Contract, should it be awarded, shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.
- c) 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.
- d) 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.

- e) 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.
- f) Proposer warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the proposer, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract. For breach or violation of this warranty, the City shall have the right to terminate the contract, either in whole or in part. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

D. PROPOSAL PRICING GUIDELINES

Proposer shall provide proposed fees and cost information as a part of this Request for Proposals. Proposed fees shall be submitted under separate, sealed cover.

E. 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.

F. 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.

G. 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.

H. EQUAL EMPLOYMENT OPPORTUNITY

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

- a) 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.

- b) 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.
- c) 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.

I. 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.

J. 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.

K. INCURRING COSTS

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

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.

“EXHIBIT A”

SCOPE OF WORK – Veterinary Services for the VACC

Contractor shall provide veterinary medical services in accordance with the terms and conditions stated herein. All medical services, supplies, and resources provided under this contract are to be limited to animals under the care, custody, or control of the City of Visalia. Contractor’s services are limited to the following:

- A. Maintain current Visalia Animal Care Center (VACC) premise permit as required by Title 16 §2030-2030.3 "Minimum Standards" of the California Code of Regulations, as applicable.
- B. Maintain a current DEA issued Controlled Substance Permit in accordance with the Title 21 United States Code (USC) Controlled Substances Act, and periodically review logs for proper documentation and compliance with regulations, working with City management for any corrective actions found necessary.
- C. Contractor to oversee and provide any necessary training for the City’s wellness program for sheltered animals. This may include but is not limited to:
 - a. Medical Protocols for incoming animals such as routine vaccinations on intake, rabies vaccinations, addressing health issues or prescribing medications.
 - b. Review of records and documentation to ensure compliance with State and Federal Regulations.
 - c. City, or it’s designated agent, will provide the following resources for the wellness program:
 - 1. Staff to perform administrative tasks resulting from this service, and
 - 2. All necessary medical instruments, supplies and materials, and
 - 3. On-site space for non-surgical medical services and proper storage of all necessary supplies and equipment.
- D. Contractor to complete regular site visits to review animal care, site conditions, and compliance with proper veterinary procedures.
- E. Contractor will provide limited animal health consultation services either in person, or remotely, directing care as needed for VACC sheltered animals.
- F. Provide training and certification of VACC staff for the proper dispensing of medications, and humane euthanasia of animals to include, but not be limited to:
 - a. The proper storage and dispensing of medications to be administered by Animal Care staff, and
 - b. Coursework and training to prepare students for the demands, responsibilities, and process of humane euthanasia, and
 - c. Oversight and direction of hands-on humane euthanasia training to be provided by certified staff, and
 - d. Observation and evaluation of student progress throughout the training period, and
 - e. Certification of students successfully completing humane euthanasia training.
- G. Perform surgical sterilization of adopted, rescued, and redeemed animals twice a week, or as needed.
 - a. Contractor will establish the number and type of animals to be scheduled.
 - b. Contractor will provide their own surgical site and technician to assist with surgery.
 - c. City will provide administrative support as needed.
 - d. The schedule for this service will be mutually agreed upon between Contractor and City.
- H. Perform and record Health Certifications as needed for the transport of animals to rescue organizations across state lines.

SPECIFIC COMPLIANCE

The Bidder awarded the Contract derived from this proposal will be required to abide by all applicable Federal and State laws and regulations, including, but not limited to:

- California Code of Regulations Title 16, §2030-2030.3
- Title 21 United States Code (USC) Controlled Substances Act (DEA Controlled Substance Permit)

“EXHIBIT B”

Required Forms

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 contractor 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 contractor will, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
- 3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided 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 contractor 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.
- 5. The contractor 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.
- 6. In the event of the contractor'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 contractor 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.
- 7. The contractor 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 will 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 _____



CITY OF VISALIA Ownership Disclosure for Contractors and Consultants

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: _____

Firm Address: _____

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

Submitted by: Name: _____

Date: _____

STATE OF CALIFORNIA
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(c), 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.

AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

To Accompany Bid Form

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:

CALIFORNIA LEVINE ACT STATEMENT

To Accompany Proposal

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

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

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

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

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

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

Signature of Authorized Individual

Date

Printed or Typed Name of Authorized Individual

Print or Type Name of Company

IRAN CONTRACTING ACT CERTIFICATION

To Accompany Proposal

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

- The Contractor is not:
 - (1) Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (2) A financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000 over the life of the contract (up to 5 years).

Signature: _____ Printed Name: _____

Title: _____ Agency Name: _____

Date: _____

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

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

To Accompany Proposal

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

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

The BIDDER shall complete the following statement:

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

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

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

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

Company: _____

Business Address: _____

Signature: _____

Name: _____

Title: _____

Date: _____

“EXHIBIT C”

**(SAMPLE) ANNUAL CONTRACT VETERINARY SERVICES FOR
THE VISALIA ANIMAL CARE CENTER (VACC)**

City of Visalia RFP No. 22-23-49

(do not submit with proposal)

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

RECITALS

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

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

WHEREAS, CITY desires veterinary services as evidenced by RFP No. 22-23-49 Annual Contract for Veterinary Services for the Visalia Animal Care Center (VACC); and

WHEREAS, City of Visalia reviewed and evaluated responses to the Proposal and determined to award a contract to CONSULTANT for Veterinary Services for the Visalia Animal Care Center (VACC); and

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

NOW, THEREFORE, CITY and CONSULTANT 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 one-year period and shall, at the City’s option and with the consent of the CONSULTANT, be extended four (4) additional one-year periods. CITY will be presumed to request renewal unless the CITY delivers a written notice of non-renewal to the CONSULTANT a minimum of thirty (30) days prior to the renewal date. If the CONSULTANT elects not to consent to renewal by the CITY, then they must provide the CITY Project Manager with written notice of non-renewal at least ninety (90) days prior to the renewal date. Additionally, this Agreement may be terminated for convenience by the CITY, in whole or in part, by giving the CONSULTANT thirty (30) days’ written notice of the intent to terminate whenever the City determines that termination is in the best interest of the City. In the event of termination or expiration of this Agreement, CONSULTANT shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:

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

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements
Attachment 3	City of Visalia RFP 22-23-49 Annual Contract for Veterinary Services for the Visalia Animal Care Center (VACC)
Attachment 4	Vendor’s proposal in response to RFP No. 22-23-49

3. VENDOR SCOPE OF SERVICES and COMMITMENTS*:

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

- A. The CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in RFP 22-23-49, for the cost identified in Attachment 4.
- B. Additional Services: Incidental work related to the PROJECT and not described in RFP 22-23-49, 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 4 - Schedule of Fees for Professional Services. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.

4. CITY COMMITMENTS:

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

TASK	COMPLETION DATE
Pay Consultant as work is completed and invoiced	As requested by Consultant

5. COMPENSATION:

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

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

6. CONTRACT PRICE ADJUSTMENTS:

All prices quoted in response to this Invitation to Bid shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. In order to protect the interests of the City and to give the vendor a reasonable basis for bidding, a price adjustment feature is hereby incorporated into the specifications. Prices bid by vendor may be adjusted annually at time of contract renewal and upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials.

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

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

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

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

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

CONSULTANT

Dated: _____

By: _____

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

CITY OF VISALIA

Dated: _____

By: _____

City Manager

Dated: _____

By: _____

City Attorney

Dated: _____

By: _____

City of Visalia Risk Manager

Dated: _____

By: _____

City of Visalia Project Manager

ATTACHMENT C-1
General Contract Provisions

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

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

CONTRACTOR

Attention: _____

- D. **Independent Contractor:** It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time CITY employees.
- E. **Jurisdiction/Venue/Waiver Of Removal:** This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONTRACTOR hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- F. **Integration/Modification:** This Agreement and each of the documents and exhibits or attachments referenced herein, which are incorporated by reference, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the parties, unless otherwise explicitly authorized.
- G. **Conflict With Law:** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- H. **Indemnification:** The CONSULTANT 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 CONSULTANT's performance of this Agreement, except claims arising from the concurrent or sole negligence of the CITY or its officers, agents or employees. The CONSULTANT 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 CONSULTANT'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, CONSULTANT 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.

CONSULTANT 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 CONSULTANT, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

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

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

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

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

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

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

ATTACHMENT C-2
Insurance Requirements

1. **CONSULTANT Insurance.** CONSULTANT, 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 CONSULTANT's insurance coverage and shall not contribute to it.
2. **Subcontractor(s)' Insurance.** If CONSULTANT utilizes one or more subcontractors in the performance of this Agreement, CONSULTANT 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 CONSULTANT.
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 CONSULTANT's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONSULTANT's employees or contractors), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 - c. **Comprehensive or Commercial General Liability Insurance** coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for:
 - (1) bodily injury
 - (2) personal injury
 - (3) broad form property damage
 - (4) contractual liability
 - (5) cross-liability
 - (6) products and completed operations liability
 - d. **Professional Liability Insurance** coverage in an amount not less than One Million Dollars (\$1,000,000).
4. **Other Insurance Provisions.** If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONSULTANT 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. CONSULTANT 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.

CONSULTANT 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 CONSULTANT'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