



CITY OF VISALIA
REQUEST FOR PROPOSAL
RFP #24-25-02

FARM MANAGEMENT SERVICES

Proposer Conference: Two (2) non-mandatory proposer conferences will be held at the City's Water Reclamation Facility, located at 7579 Ave 288, Visalia, CA 93277 on **Wednesday, October 16, 2024 at 9:00 a.m., and Thursday, October 17, 2024 at 9:00 a.m.** Attendance at one of these meetings is highly recommended, but not mandatory 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 Tuesday, November 5, 2024.**

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

Addressed from: Proposer's Name & Mailing Address

Mark envelope: RFP No. 24-25-02
Farm Management Services

INQUIRIES:

Direct questions for clarification of this bid document to Purchasing Division by calling (559) 713-4334 or emailing purchasing@visalia.city. All questions must be received on or before Monday, October 21, 2024

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGES</u>
I. Definitions	4
II. Introduction.....	4
A. Information	4
B. Purpose and Objective	5
C. RFP/Agreement Schedule.....	5
III. Scope of Services.....	6
A. Services of the Consultant/Consultant Responsibilities	6
B. City Responsibilities	8
IV. Proposal Content and Format Requirements.....	8
A. General Information	8
B. Proposed Project Approach.....	8
C. Staff Qualifications and Related Experience	8
D. Proposed Fee Structure and Schedules	9
E. Conflict of Interest.....	9
F. Required Documents.....	9
V. Consultant Selection Procedure	9
A. Criteria	10
B. Background Check	10
C. Award of Contract.....	10
VI. Examination of Contract Requirements & Acceptance of Proposal Content	11
A. Withdrawal of Proposals.....	11
B. Rejection of Proposals.....	11
C. Evaluation/Award of Contract.....	12
VII. Measurement & Payment.....	12
A. Billing & Payments.....	12
B. City's Right to Withhold Certain Amounts	12
VIII. General Conditions	12
A. Important Notice	12
B. Legal Responsibilities	13
C. Permits and Licenses	13
D. Insurance	13
E. Assignment of Contract	13
F. Documents/Data	13
G. Termination of Contract.....	13
H. Right To Require Performance.....	14
I. Ethics in Public Contracting	15
J. Independent Contractor.....	15
K. Equal Employment Opportunity.....	15
L. Venue	15
M. Proprietary Information	15
N. Incurring Costs.....	15
O. Firearms Prohibited	16
P. Executive Order N-6-22 – Russia Sanctions	16
Required Forms	17-24
Sample Agreement	25-30
Under Separate Attachment:	
EXHIBIT 1 - Pricing List Sample (Schedule of Fees for Farming Services)	
EXHIBIT 2 – Location Map	

I. DEFINITIONS

For the purposes of this RFP NO. 24-25-02, 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", "Manager" and "Subrecipient" are used interchangeably throughout this invitation to mean the person, company, or corporation or other entity submitting a Proposal in response to the Request for Proposal.
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. 24-25-02.
6. "Crop" means all crops designated by the City to be grown on the Property during the Term of the Agreement (including any extensions hereto).
7. "Crop Year" means 365 consecutive days (or 366 consecutive days in leap year) commencing on March 1 of each Year and ending on February 28 of the next succeeding Year.
8. "Manage" or "Management" means to directly supervise, operate, farm, maintain and manage the Property, including decision making related to performing preparation work, planting, cultivation, protection, and harvest of the Crop to be grown thereon, and to otherwise perform all acts required to be performed by the Manager under the terms of the Agreement.
9. "Operating Costs" means all costs that the Manager incurs or is to incur for and on behalf of the City to Manage the Property and Ordinary Farming on the Property, including reimbursement of Manager or direct payment for labor, equipment, and/or any other purchases, leases and services obtained on behalf of City, and for the management and production of the Property. Manager shall not incur any fee or expense with a cumulative cost to City in excess of \$7,500.00 without prior written consent.
10. "Ordinary Farming" means the normal level of farming required for the production of the Crop as described in the Scope of Services.
11. "Property" means the real and personal property to be farmed under the Agreement as described in City of Visalia RFP No. 24-25-02

II. INTRODUCTION

A. Information

The City of Visalia is requesting proposals for custom farming and management of City-owned orchard properties. The scope of work and make-up of the property currently includes 100 acres of pecans planted in 2013, 156 acres of pecans planted in 2014, and 189 acres of pecans planted in 2015, for a total of 445 acres.

The initial contract shall be for a twelve (12) month period and shall, at the City's option and upon mutually agreeable terms, be renewable 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 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.

Two (2) non-mandatory proposer conferences will be held on **Wednesday, October 16, 2024 at 9:00 a.m. and Thursday, October 17, 2024 at 9:00 a.m.** These conferences will be held at the City’s Water Reclamation Facility, located at 7579 Ave 288, Visalia, CA 93277. This is an opportunity for Proposers to ask questions about the program and the Request for Proposal requirements. Attendance at one of these meetings is highly recommended, but not required in order to submit a proposal in response to this RFP.

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 **Tuesday, November 5, 2024 at 2:00 p.m.**

This Request for Proposals is being issued by the City of Visalia Purchasing Division on behalf of the Public Works Department. Unless otherwise directed, all communications regarding this Request for Proposals should be directed to the Purchasing Division at (559) 713-4334. 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 encouraged to submit any questions or items for clarification in writing via email to the Purchasing Division. 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.

The City hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) shall have the maximum opportunity to participate in the performance of contracts and will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against. No person will 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.

B. Purpose, Objective and Services to be Provided

The City of Visalia owns 445 acres of pecan orchards immediately west of State Route 99 and one mile south of State Route 198.

The current make-up of the farm properties is as follows:

- 100 acres of established pecans (2013)
- 156 acres of established pecans (2014)
- 189 acres of established pecans (2015)

The selected Company will manage the day-to-day farm operations and must be able to begin as soon as the award is made. The tentative date of award is 90 days after the proposal closing date.

C. RFP/Agreement Schedule

<u>Event</u>	<u>Date of Event</u>
RFP Available to the public	October 4, 2024
Proposer Conference at 707 W. Acequia Ave. @ 9:00 a.m.....	October 16, 2024
Proposer Conference at 707 W. Acequia Ave. @ 9:00 a.m.....	October 17, 2024
Deadline for Written Questions.....	October 21, 2024
RFP due at 2:00 pm at 707 W Acequia.....	November 5, 2024
<i>Short list established and vendors notified.....</i>	<i>November 2024</i>
<i>Interviews/Presentations with short-listed vendors (if required).....</i>	<i>November 2024</i>
<i>Award of Contract @ City Council Meeting.....</i>	<i>December 2024</i>
Contract Begins	<i>January 2024</i>

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

III. SCOPE OF SERVICES

A. Services of the Consultant/Consultant Responsibilities

The Farm Manager's responsibilities shall include, but are not limited to, the following:

- The application of pesticides, rodenticides, herbicides, fungicides, and other chemicals as needed.
- Operation of the irrigation system
- Irrigation of orchard, including coordination with Wastewater Plant and/or water District
- General upkeep of the property
- Harvesting, dehydrating, and selling of crops
- Coordinating and ordering of new trees
- Planting of new trees, young tree training, budding, tipping, and tying mature tree pruning, stacking and disposing of brush, dead tree removal and replanting
- Regular fertilizing, nutritional sprays
- Assist City with general decisions about the property
- Other duties as generally required to manage the farming operations

The following provisions describe the scope of work and services to be provided by the Vendor or "Manager" and responsibilities of the City for the existing improvements on the subject farm properties ("Property").

1. Responsibility of Manager. Manager shall, exercise good faith and shall utilize its best judgment, to undertake on behalf of City the duties and responsibilities to Manage the Property as set forth in RFP 24-25-02 including the management, supervision and control of the Property for agricultural purposes. In performing his duties, Manager shall use his best efforts to not incur excessive costs or expenses, including Operating Costs, in an amount greater than the normal rate or costs for similar services in Tulare County, California.

The Manager shall represent the City as its agent in all business transactions relating to the day-to-day Management of the Property to achieve the goal of a productive crop subject only to complying with his notification requirements to keep City current and accepting City's input with respect to final decisions related to farming operations. The Manager is and shall be an independent contractor and shall not be construed in any manner to be an employee of the City. Nothing in the Agreement nor any act of the Parties shall be deemed or construed so as to create a partnership, a joint venture, lease or any other relationship between the City of Visalia and the Manager.

2. Review of Operating Costs. The Manager shall be authorized to incur, on behalf and in the name of the City, all reasonably necessary Operating Costs associated with Ordinary Farming and the Management of the Property. Manager shall review all bills and invoices from contractors, vendors and suppliers, and ensure that the invoices reflect actual costs incurred or work performed, and Manager shall sign off on the invoice confirming the validity of the operating costs. Manager shall cause copies of approved bills to be delivered to City on a monthly basis.
3. Farming Operations. Manager shall cause the Property to be farmed in a good and farmer-like manner and in accordance with the usual standards of good farming and husbandry prevailing in the area. Manager shall perform the following activities as Ordinary Farming:
 - a. Irrigation – Monitoring irrigation activities; ordering water deliveries when applicable; water scheduling; ordinary maintenance and repair needed as part of normal irrigation activities done by irrigators, which include minor replacement or repairs of drip hose, bubblers, and emitter. See Item 6, Repairs, for additional details regarding repair cost responsibility.
 - b. Pest control – Application of pesticides, rodenticides, herbicides, fungicides, and other chemicals as needed; bird control; removal of post-harvest nuts left on trees.
 - c. Equipment Usage – Mowing; road leveling; scraping and upkeep of the Property; watering of roadways for dust control as needed during operations. If specific roadway maintenance is required, such as laying gravel in the roadway or installing drains under the roadway, then Manager shall notify City for completion of such work as a separate project by the City.

- d. Harvest – Harvesting crops, including hand knocking; hauling; loading; dehydrating; and selling crops.
 - e. Pruning – Young tree training; budding; tipping and tying; mature tree pruning; stacking and disposing of brush. Tree removal and replanting shall not be considered Ordinary Farming, if such work is necessary the Manager shall recommend it to the City to be completed as separate project by the City.
 - f. Planting Cover Crops – When needed and depending on water availability.
 - g. Nutrition Monitoring – Regular tissue sampling; periodical soil testing.
 - h. Nutrition – Regular fertilizing nutritional sprays.
4. Subcontracting. The Manager shall obtain or cause to be obtained or furnished at City's expense all labor contractor services required to carry out its ordinary farming activities under the Agreement. Manager shall verify that all labor contractors are licensed by the federal government and the State of California and carry all required insurance coverages, including but not limited to, workers compensation insurance as required by law and public liability insurance reasonably acceptable to City, including but not limited to meeting the standards listed in the Agreement, Attachment 2 – City of Visalia Standard Insurance Requirements, before allowing any laborer on the Property. Manager shall also verify on a periodic basis that the labor contractor is performing in compliance with applicable rules and regulations governing employment conditions and payment of employees and that his labor contractor license is in good standing. All persons performing such labor shall be agents or subcontractors of the labor contractors.

The Manager shall furnish or cause to be furnished at City's expense all equipment, machinery, vehicles, transportation, sprays, fertilizers, supplies, power and supervision necessary and proper to perform Ordinary Farming operations.

Manager warrants that all materials and supplies used by it in the project will be free from all liens. Manager shall indemnify and hold City harmless from all claims growing out of the lawful demands of a subcontractor, 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. Manager shall, at City's request, furnish satisfactory evidence that all obligations of the nature here and above designated have been paid, discharged, or waived.

5. Water Supply and Facilities. Any existing agricultural water supply and distribution facilities located on the Property shall be operated by the Manager. Manager shall review the operation of the water supply and make recommendations to City for maintenance of the water supply system, which shall be the responsibility of the City.
6. Repairs. Manager shall be responsible for normal repairs of the existing improvements, improving the irrigation system. Normal repairs are minor repair, maintenance, or replacement of irrigation valves, control wires, sprinklers, nozzles, lateral lines, drip lines, or similar minor items that are routinely completed in farming operations. Damages to improvements caused by vandalism shall not be considered normal repairs and shall be the responsibility of the City.

Major repairs shall be the responsibility of the City. Major repairs are repairs or maintenance to water wells, irrigation controllers, booster pumps, or other equipment used for the delivery of surface or groundwater. Any repair or maintenance work that requires a contractor's license to be made shall be considered a major repair. Manager shall make recommendations to City on an annual basis of alterations, scheduled maintenance, likely repairs, or potential replacements of improvements to the Property. Once a major repair is approved by the City all costs associated with such work shall be the responsibility of the City.

7. Risk of Crop Failure. Manager does not guarantee against failure of the crop caused by weather conditions, water shortages, pests, or other factors that cannot be prevented by reasonable care and maintenance of the Property by the Manager to meet the terms of this Agreement.

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

Manager shall have no interest in the crop produced, or any other item located on the property. All revenue received from the sale of crops or any other item from the orchard shall be payable directly to the City.

Monthly billing/invoices need to list the detailed work performed and prices as outlined in the proposal.

B. City Responsibilities

- Allowing access to and usage of affluent water from the City of Visalia Water Reclamation Facility
- Access to and usage of water wells and various booster pumps on site. Number of wells available for use shall be determined based on the acres in production.
- Payment of water assessments
- Payment of electric bills for water pumps
- Payment of property taxes
- Payment of invoices from Contractor

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

- Company name, address, telephone number, and email address.
- Account Representative or other person to contact for clarification of any item contained in the proposal. Include telephone number and email address if different from above.
- Specify type of organization (individual/partnership/corporation).
- Provide your Federal Tax ID Number.
- Personnel of the Proposer's Company must be identified in the proposal to include the number of seasonal and full-time employees. A contact person needs to be identified.
- References and Referrals

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.

Include a list of equipment that will be utilized and whether it will be rented or owned by your company.

Also include services that will be performed by other companies.

C. Staff Qualifications and Related Experience

This section should demonstrate your company's experience with farming trees. Please specify any training, certifications, or education your staff may have that will be utilized for this contract (pesticides, etc).

Proposer shall have knowledge in the maintenance and health of pecan orchards and have 8 or more years of experience with farming pecans. Include information about previous projects that are comparable,

including the size and type of project and the scope of services provided. These projects must demonstrate that the proposer has experience in providing services similar to the requirements called out in this RFP.

D. Proposed Fee Structure and Schedules

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

- Proposers should review the requirements of this RFP and address all services in this fee schedule that might reasonably be expected. Indicate how the City will be invoiced for services, i.e., unit or hourly costs. This information should be detailed. See Exhibit 1 for example.
- Proposers shall provide a fee schedule that outlines one (1) full year farming expense on a per acre basis.
- Costs not addressed in this proposal, will need City approval prior to services being rendered.
- 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.

F. Required Documents

Complete and submit the following documents:

- Non-Collusion Affidavit (Page 17)
- Workers' Compensation Insurance Certificate (Page 18)
- Equal Employment Opportunity Compliance Certificate (Page 19)
- Bidder's Statement on Previous Contracts Subject to EEOC (Page 20)
- Americans with Disabilities Act Compliance Certificate (Page 21)
- Ownership Disclosure and Levine Act (Page 22)
- Drug-Free Workplace Certification (Page 23)
- Iran Contracting Act (Page 24)
- All addenda issued for this RFP must be signed and submitted with proposal.

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 Companies
- Interview "short-listed" Companies (at the option and discretion of the City)
- Identify best qualified Company
- 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 Companies. Additionally, 5 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 Proposal Submittal/Presentation	<ul style="list-style-type: none"> Proposal submittal thoroughness 	20
Knowledge and Expertise of Personnel/Company	<ul style="list-style-type: none"> Capability of personnel Staff qualifications Knowledge in pecan trees 	20
Understanding of Project	<ul style="list-style-type: none"> Knowledge of project requirements 	20
Cost	<ul style="list-style-type: none"> Evaluation of proposed fee structure and schedule 	15
Record of Past Performance	<ul style="list-style-type: none"> Farming pecans of 250+ acres Ability to work effectively with City staff and related parties 	20
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 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.

To encourage local vendor participation, five (5) 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.

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 Company 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 when 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.

Monthly billing/invoices need to list the detailed work performed and prices as outlined in the proposal.

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.

VIII. GENERAL CONDITIONS

A. Important Notice

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

B. Legal Responsibilities

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

C. 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.* Fee is based on gross receipts for all business transactions in the City of Visalia. For additional information, contact the City of Visalia at (559) 713-4326.

2. 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.

D. Insurance

Insurance is required. See Sample Agreement, Attachment 2.

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. Documents/Data

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.

G. 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 of Agreement Without Cause:

The CITY may terminate this Agreement at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least ninety (90) 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 demobilization. However, the proposer shall not be paid any anticipated profit or fees for services not provided.

The CONSULTANT may terminate this Agreement after each season's harvest by providing the City with written notice of such termination ninety (90) days before the end of the harvest.

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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. Incurring Costs

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

O. 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.

P. 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.

NON-COLLUSION AFFIDAVIT

Submit With 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

Submit With Proposal

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

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

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

Submit With Proposal

Equal Opportunity Clause

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

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

Certification on Non-Segregated Facilities

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

Name of Firm

Authorized Signature

Date

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

Submit With Proposal

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 representation 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:
(if any)

AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

Submit With Proposal

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

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:
(if any)

Ownership Disclosure and California Levine Act Statement
Submit With Proposal

The following disclosure and statement apply to the Bidder/Proposer/Contractor/Consultant/ Vendor/Supplier or Company:

1. submitting a bid or proposal in response to a solicitation by City of Visalia; or
2. as Awardee of a contract/purchase order which is subject to approval by the Visalia City Council.

OWNERSHIP DISCLOSURE

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

Address

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

CALIFORNIA LEVINE ACT STATEMENT

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

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

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract? YES:_____ NO:_____. If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Council Member(s) Name

Date of Contribution(s)

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

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

Signature of Company Authorized Individual

Print or Type Name of Authorized Individual

STATE OF CALIFORNIA
DRUG-FREE WORKPLACE CERTIFICATION
 STD.21 (REV.12-93)

CERTIFICATION

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

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

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

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

IRAN CONTRACTING ACT CERTIFICATION
(PUBLIC CONTRACT CODE SECTION 2200 ET SEQ.)
Submit With 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 \$1,000,00 over the life of the contract (up to 5 years).

Signature: _____ Printed Name: _____

Title: _____ Agency Name: _____

Date: _____

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

SAMPLE AGREEMENT
Farm Management Services
(City of Visalia RFP No. 24-25-02)

This Agreement, entered into and effective this _____ day of _____, 2024, 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 Farm Management, which was let to bid on _____ as evidenced by RFP No. 24-25-02, Farm Management Services; and

WHEREAS, City of Visalia reviewed and evaluated responses to the Proposal and determined to award a contract to VENDOR for Farm Management Services; 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 24-25-02, Farm Management Services
Attachment 4	Vendor's proposal in response to RFP No. 24-25-02
Attachment 5	Schedule of Fees for Farming Services

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 24-25-02 for the cost identified in Attachment 5.
- B. Additional Services: Incidental work related to the PROJECT and not described in RFP 24-25-02, 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 5, Schedule of Fees for Farming Services. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.

4. CITY COMMITMENTS:

CITY shall perform the tasks listed as City's responsibilities as described in RFP 25-24-02.

5. COMPENSATION:

CITY shall pay VENDOR compensation on a reimbursement basis for services performed based on detailed monthly invoices and prices as outlined in Attachment 5, Schedule of Fees for Farming Services. The VENDOR shall be paid no later than thirty (30) days following submission of a written, verified invoice to the City. Annual compensation shall not exceed the following amount under this Agreement, unless otherwise agreed in writing.

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 to support this request. 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.

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

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. **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.
- J. **Headings:** Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

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

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**