



**CITY OF VISALIA, CALIFORNIA
REQUEST FOR BIDS (RFB) 22-23-31**

ANNUAL CONTRACT FOR STREET SWEEPING SERVICES

**BIDS DUE NO LATER THAN
2:00 P.M. ON TUESDAY, SEPTEMBER 26, 2023**

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

PUBLIC WORKS MAINTENANCE CONTRACT: This is a Public Works Maintenance Contract therefore it is subject to registration with the Department of Industrial Relations, payment of prevailing wages, submission of certified payroll records to the Labor Commissioner and other requirements listed in the City of Visalia Labor Compliance Manual (attached). All Bidders, Contractors and Subcontractors must be registered with the Department of Industrial Relations.

Inquiries: Direct questions for clarification of this bid document to the Purchasing Division (559) 713-4334. To prevent misinterpretations, the Purchasing Division prefers that all questions be sent by e-mail to purchasing@visalia.city or via fax (559) 713-4801. All questions must be received before: 4:00pm on September 13, 2023.

Legal Ads: 8/15/23 & 8/22/23

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I. DEFINITIONS

For the purposes of RFB NO. 22-23-31, the following terms shall have the meanings indicated:

1. "City" means the City of Visalia
2. "City Council" means the Council of the City of Visalia
3. "Bidder", "Vendor", "Supplier", "Consultant", "Contractor" and "Subrecipient" are used interchangeably throughout this invitation to mean the person, firm, or corporation or other entity submitting a Bid in response to the Request for Bid.
4. "Bid" and "Proposal" are used interchangeably to mean an individual's or entity's offer in response to this Request for Bid.
5. "RFB" means Request for Bid No. 22-23-31.

II. INTRODUCTION

The City of Visalia Purchasing Division is soliciting Bids for an annual contract for sweeping of streets, parking lots, bike paths and alleys.

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." Bids are being sought from contractors who have a proven record of experience in providing the services required by this Invitation to Bid.

An informational Pre-Bid Teleconference has been scheduled for this project beginning at 11:00am on Wednesday, September 6, 2023. Interested Bidders are encouraged to participate as time will be set aside for questions and answers about the project work and contract requirements. It shall be the responsibility of the Contractor to have acquired full knowledge of the job sites, scope of work and any problems or difficulties that may affect the work proposed. For the teleconference link and/or phone number, please email your name and contact information to purchasing@visalia.city or call 559-713-4334.

This Request for Bids is being issued by the City of Visalia Purchasing Division. Unless otherwise directed, all communications regarding this regarding this RFB should be directed to the Purchasing Division at (559) 713-4334. To prevent misinterpretations, the Purchasing Division prefers that all questions be sent by e-mail to purchasing@visalia.city or via fax: 559-713-4801.

Any revisions to the Invitation to Bid will be issued and distributed as addenda. Bidders are specifically directed not to contact any other City personnel with questions, requests for meetings, conferences, or technical discussions related to this Invitation to Bid. Failure to adhere to this policy may be grounds for rejection of Bids.

Local Preference: To encourage local businesses to provide goods and services to the City, Council has enacted a local preference. The local preference will apply to any business that has a business address within Tulare County for a minimum of six months. A Post Office Box will not be accepted as a business address. The City reserves the right to request proof of Tulare County address.

The local preference for bids consists of a match preference in which a local vendor whose bid is within 5% of the apparent low bidder will be given three (3) business days, from date notified, to match or beat the low bid. If there is more than one local vendor that is within the 5% range, the offer goes to the local vendor that is closest to the low bid.

Public Works Maintenance Contract. Notice is hereby given that this is a Public Works Maintenance Contract. Awarded Contractor must comply with State Regulations as outlined in these specifications and in the City of Visalia Labor Compliance Manual, including payment of prevailing wages,

registration with the California Department of Industrial Relations, and electronically uploading certified payroll to the Labor Commissioner.

- Pursuant to Sections 1770, et. seq., of the California Labor Code, the selected firm will be required to pay not less than the prevailing wage of per diem wages as determined by the Director of the California Department of Industrial Relations. The current prevailing wages associated with this work are attached as **Exhibit D-2**.
- In compliance with SB854 and Labor Code Section 1725.5, all contractors and subcontractors bidding and performing work on Public Works Projects must: 1) Be currently registered with the California Department of Industrial Relations (DIR), 2) Furnish electronic payroll records for new projects to the Labor Commissioner. Awarded Contractor will be required to furnish the City of Visalia with their DIR registration number.

See Scope of Work, Section D and City of Visalia Labor compliance Manual (attached) for additional details. See Section III for additional Department of Industrial Relations Requirements which apply to this project.

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

The City of Visalia affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this notice. Individuals and/or entities submitting bids/proposals to the City of Visalia will not be discriminated against on the basis of race, religion, creed, age, 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.

Executive Order N-6-22 – Russia Sanctions

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

The City of Visalia reserves the right to reject any or all bids.

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

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

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

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

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

- As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to bid, be listed in a bid proposal, or perform any public work for the City of Visalia. Proof of registration for each contractor and subcontractor listed on the bid is required.
- As set forth in CLC section 1771.4 (a)(1), notice is given that this project is a public work, subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- As set forth in CLC section 1771.4(a)(2), the prime contractor is required by the City of Visalia to post job site notices, as prescribed by regulation. Information on required workplace postings may be found on the Department of Labor website at: <http://www.dir.ca.gov/wpnodb.html>.
- The contractor and each subcontractor shall maintain all project records required under CLC for public works projects and preserve them for a minimum 3-year period to begin on the date a Notice of Completion is filed for the project. Please refer to the retention period required for any grant or specialized project funding. Some funding sources require an extended time period for records retention.
- In accordance with CLC section 1773.2, the contractor is required, by the City of Visalia, to post a copy of the determination of the Director of Labor Standards prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract at each job site.
- In accordance with labor code section 1776 and its enforcement (1771.4(a)(3)), for initial contracts awarded on or after April 1, 2015 each project contractor and subcontractor shall;

- Maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1811 and 1815, signed under penalty of perjury.
 - Make available or provide a certified copy of these payroll records and their supporting documentation within 10 days to all authorized parties upon written request and be subject to penalties for non-compliance as detailed in labor code section 1776.
 - Inform the City of Visalia of the location of the payroll records kept in compliance with labor code section 1776(g) and notify the City of Visalia within 5 working days of any change in their location.
- ❑ The City of Visalia will comply with any prevailing wage monitoring and enforcement activities required by the labor compliance programs of the Department of Industrial Relations including the withholding of contract payments in the amount of any underpayment of prevailing wage and applicable penalties as directed by the Department of Labor Standards Enforcement in accordance with CLC section 1727(a). Any amount withheld will be released as directed by the Labor Commissioner upon receipt of a certified copy of a final order no longer subject to judicial review in accordance with CLC section 1742(f).
 - ❑ As set forth in labor code section 1775(b), the following subcontractor provisions shall be included in any contract executed between the contractor and a subcontractor for performance of work on this public work project:
 - As set forth in CLC section 1775(b)(1), any contract executed between a contractor and a subcontractor for the performance of work on a City of Visalia public works project shall include a copy of the provisions of Labor Code sections 1771, 1776, 1777.5, 1813, and 1815. ***These labor code sections must be included within or as attachments to the contract.***
 - As set forth in CLC section 1776, the subcontractor shall maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1776, 1811 and 1815, signed under penalty of perjury.
 - As set forth in CLC section 1775(b)(2), the contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
 - As set forth in CLC section 1775(b)(3), upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
 - As set forth in CLC section 1775(b)(4), prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813. Prior to the release of retention to the contractor, the COV will require a copy of the affidavit(s) completed by each listed subcontractor.
 - ❑ In accordance with CLC section 1777.5(e), prior to commencing work on a contract for public work; every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work.
 - ❑ Only apprentices, as defined in CLC section 3077, in training under apprenticeship standards approved by the Division of Apprenticeship Standards (DAP) and party to written apprentice

agreements under CLC section 3070-3098 may be employed at the apprentice wage rate on public works.

- ❑ Unless exempted under CLC section 1777.5(j), a contractor working on a public works contract of \$30,000 or more shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards (CLC 1777.5(n)). In no event shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- ❑ The prime contractor is responsible for compliance with the requirements of CLC section 1777.5 for all apprenticeable occupations employed on the contract. As stated in 1777.5 (o), the apprenticeship requirement does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contract is less than thirty thousand dollars (\$30,000).
- ❑ As stated in section 1777.7(e), the prime contractor will not be liable for any penalties assessed for violations of section 1777.5 if they have complied with the following requirements:
 - The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of section 1771, 1775, 1776, 1777.5, 1813 and 1815. **These labor code sections must be included within or as attachments to the contract.**
 - The contractor shall continually monitor a subcontractors use of apprentices required to be employed on the public works project pursuant to subdivision (d) of section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor.
 - Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including , but not limited to, retaining funds due to the subcontractor for work performed on the public works project until the failure is corrected.
 - Prior to making a final payment to the subcontractor for work performed on the public works project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.
- ❑ The prime contractor is required to provide a signed affidavit declaring their compliance with California Labor Code sections 1771 (prevailing wage) and 1777.5 (apprenticeship) for all workers employed on the contract before final payment will be made on the contract by the City of Visalia.

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

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

10 days before the closing date of the bid, the project manager will review the prevailing wage rates included in any requests for bid proposals for updates and issue an addendum to notify interested bidders of any changes. General prevailing wage determinations made by the director of industrial relations for journeyman and apprentices may be found at:

<http://www.dir.ca.gov/OPRL/PWD/index.htm> and
<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>

IV. INSTRUCTIONS

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

From: **Bidders Name & Mailing Address**

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

In lower left-hand corner of envelope, please mark bid: **Street Sweeping Services**
RFB NO. 22-23-31

4. Submit each of the required Certifications, Affidavits, Statements and Questionnaires as well as optional waiver(s) to City with the sealed Bid. City will not consider Bids which are not accompanied by the required completed forms.
5. Inquiries: Instructions to Vendor, Specifications and Bid Forms may be inspected and obtained by visiting our web site at visaliapurchasing.org or by calling (559) 713-4334, or by FAX (559) 713-4801. However, to prevent misinterpretations, the Purchasing Division would prefer that all questions be sent by email to purchasing@visalia.city.

All questions regarding this project are due by 4:00pm on September 13, 2023.

V. SCOPE OF SERVICES/WORK

Awarded Contractor shall be responsible for providing all labor, tools, equipment, fuel and supplies for sweeping of streets, parking lots, bike paths and alleys as indicated in this RFB and attachments.

The City has a population of approximately 140,000 and there are approximately 520 street miles within the City limits, most of which are installed with curb and gutter. Residential streets are swept on a monthly basis and the Downtown District is swept twice per week. State Routes through the City and alleys are swept once per week, and the City-owned parking lots are swept either once per week or twice per month.

Work is to be performed during hours that provide for the most thorough sweeping with minimal conflict with garbage collection, parking and traffic flow. Please refer to the attached exhibits showing the location, frequency, service days, times and units of measurement for each area to be swept. Below you will find the scope of work as it relates to each specific area.

Measurements in this document are taken from the City's Geographical Information System (GIS) and are either in square foot (sq. ft.) or linear street Miles. Non-Median curb miles can be calculated by multiplying linear street miles by 2, and median curb miles can be calculated multiplying linear street miles by 4.

1. Methods:

The Contractor will use the following methods of sweeping. For all residential streets and state routes (with and without medians), and all of the downtown district streets the contractor will make no less than one pass along each curb line, which includes: all curb lines, parkways, medians, A/C berms, swales and edges of roadways. All parking lots, alleys and bike paths will be swept in a "curb-to-curb" manner that will cover all accessible surface area. If the Contractor has to make multiple passes to pick up any debris not picked up during initial pass, it will be done *at no additional cost to the City*.

In addition to the above sweeping, extra street sweeping is required in selected residential areas during the heavy 3-month leaf fall, typically from November to January, referred to as the “leaf season.” This additional “leaf season” sweeping requires curb-to-curb sweeping in the designated Leaf Route (which includes streets, parking lots and alleys) in an effort to remove all leaves and debris from the entire asphalt surface. This is done in addition to the regular monthly curb sweeping and shall not be done within one week of a regular monthly curb to curb sweep unless specified by the Project Manager.

2. Physical Presence and Customer Service:

Within six (6) months of the contract effective date, the awarded Contractor shall, at his/her own expense, acquire and maintain a shop/yard that is physically located within a sixty (60) mile radius of the Visalia City limits if Contractor does not already have a location within the mentioned radius. This will ensure that Contractor’s equipment is available for the emergency call outs and occasional unscheduled sweeping that may be required.

The City of Visalia places the utmost importance and value on timely, courteous and professional customer service, both internally and externally. To assist in meeting this standard, the Awarded Contractor shall maintain a phone number that customers may call directly. The Contractor shall respond to customer calls within one (1) working day.

3. Equipment: All equipment used on this contract will be maintained at 100% compliant with all applicable Federal and State laws. The Contractor is to provide Regenerative Air Sweeping service to all of the City’s streets, medians, parking lots, bike paths and selected alleys. At a minimum, all street sweepers will be mounted on a 2012 or newer chassis and utilize Regenerative Air technology, with PM-10 compliant dust control systems and AQMD Rule 1186 low emissions packages. Each Regenerative Air sweeping unit that is used for residential sweeping routes must come equipped with dual gutter brooms with a minimum sweeping width of 140” (while both gutter brooms are deployed). Each Regenerative Air Sweeping unit that is used for parking lots, bike paths and alley sweeping must come equipped with dual gutter brooms with a minimum sweeping width of 120” (while both gutter brooms are deployed).

Contractor shall provide all labor, tools and supplies needed for the power sweeping of the parking garages located at 300 E. Acequia and 222 W. Acequia. This requires a gutter broom equipped parking lot regenerative air sweeper that does not exceed the clearance height of 8’2” in the parking structure entrances and interior. See the Parking Lot section in the Specific Scopes of Work section for details.

The Contractor must have a minimum of two (2) back-up sweeper units available in case of breakdown or mechanical difficulty. The two units will consist of one Regenerative Air unit with a minimum sweeping width of 140” and one Regenerative Air unit with a minimum sweeping width of 120” (while both gutter brooms are deployed). **All equipment used must have dust suppressant technology. Any violations of regulations concerning dust control and the San Joaquin Valley Air Pollution District will be the responsibility of the contractor.**

Note that there is a small area of delineated bike path that may require a smaller sweeper to operate. The smaller sweeper is not required, but if the contractor chooses to not deploy this type of sweeper, the contractor will have to blow out the debris then sweep the street. See the Delineated Bike paths section in the Specific Scopes of Work below for details.

4. Specific Scopes of Work:

a. ***Residential Routes:*** For street sweeping purposes, the city is divided into 22 routes (See map 1). All residential streets within each of these routes are to be swept once per month and require curb line sweeping of each side of the street. Currently one route is swept each day, Monday through Friday, so that over a four-week period all streets are swept. Major streets (collectors and arterials) with and without medians and school zones found within each residential route are to be swept before 6:00am. All remaining residential streets are to be swept after 6:00am.

b. **State Routes (SR) / Highways:** There are approximately 5 street miles of State Routes with medians and turn pockets, and additional 4 street miles without medians that require once per week sweeping before 5:00am. They include portions of SR 63 and SR 216. The State Routes with medians require curb line sweeping of each side of the street and curb line sweep of all sides of each median, including painted lines and turn pockets. The State Routes without medians require curb line sweeping of each side of the street defined on the State Route Map without medians. (see Attachment B and Map 2 - State Routes (Highways)).

c. **Downtown - Central District:** The Central Downtown District is defined as the area bounded by Mineral King Avenue to the South, Center Avenue to the North, Santa Fe Street to the East and Conyer Street to the West. There are approximately 6 street miles in this district. Streets within this District require curb line sweeping of each side of the street, are to be swept twice per week and must be completed by 6:00am. (See Attachment C Map 3 – Downtown Central).

There is a section of the Central Downtown District on Main Street between West Street and Santa Fe Street where sidewalks must be cleaned with air-blowers. This ½ mile section of Main Street requires curb line sweeping of both sides of the street twice per week, on Monday and Friday, between 5:45am and 6:30am prior to the stores opening for business.

d. **Downtown - East District:** This area is east of the Central Downtown District and is defined as the area between Mineral King Avenue to the South, Center Avenue to the North, Ben Maddox Way to the East and Santa Fe Street to the West and has approximately 2.6 street miles. This area requires curb line sweeping on each side of the streets twice per month and must be completed by 6:00am. (See Attachment C Map 4 – Downtown East).

e. **Alleys:** There are approximately 3 street miles of alleys within the Central Downtown business district that are to be swept once per week on Mondays, between the hours of 1:00am and 6:00am. These alleys are to be swept in a “curb-to-curb” manner that will cover all accessible surface area of the alleys. (See Attachment D and Map 5 -Downtown Alleys).

f. **Bike Paths:** There are approximately 26.5 street miles of bike paths within the City that must be swept. The paths are to be swept twice per month, between the hours of 1:00am and 6:00am. The Bike Paths are to be swept in a “curb-to-curb” manner that will cover all accessible surface area of the Bike Paths. (See Attachment E and Map 6 - Bike Path Sweeping).

g. **Delineated Bike Paths:** In addition to the regular bike paths, there are approximately 1.5 miles of delineated bike lanes that require the sweeper to sweep between the curb and the delineator. In some cases, the sweeper broom or brush may make contact with the delineated posts. This is acceptable if the delineators are able to bounce back and not go under a tire or part of the sweeper that would cause damage to the delineator.

In one specific area on Walnut Avenue west of Santa Fe Street, a standard sweeper will not fit between the delineator and the curb. This area requires either a manual blow of debris towards the street, followed by a sweeper to operate outside the delineator on the street side, or a smaller sweeper. This area is less than a quarter mile in length. **Please keep this manual operation in mind when bidding.** (Future constructed delineated bike lanes should not have this hindrance and will be wide enough for a standard-sized sweeper to sweep on the bike lane side.)

These bike lanes are coded in “pink” color on City of Visalia Map #6 and specified in Exhibit E as Class IV Bike Routes. Please note that the delineated bike lane shown on City of Visalia Map #6 on Riggin Ave and listed under the Class IV Bike Lanes in Exhibit E is scheduled to be constructed in summer of 2023.

h. **Parking Lots:** There are approximately 1,053,815 square feet of City-owned parking lots in or near the Central Downtown Business District that must be swept either once per week on Mondays or twice per month, as indicated, between the hours of 1:00am and 6:00am (see Attachment F.1 and Map 7, 7A, and 7J - Parking Lot Sweeping). In addition, there are approximately 561,896 square feet of other City-owned parking lots in Park areas throughout the City that are swept twice per month (see Attachment F.2 and maps 7B – 7G).

All parking lots are to be swept in a “curb-to-curb” manner that will cover all accessible asphalt surfaces.

Additionally, there are two (2) parking structures (Map #12) in the Central Downtown Business District. The following services shall be provided on a weekly basis:

Parking Structure Data:

- 8’2” clearance
 - 300 E. Acequia structure is 158,500 sq. ft.
 - 222 W. Acequia structure is 203,000 sq. ft.
 - Sweep entire structure @ all levels
 - Power sweep front parking lot areas @ all levels of structure
 - Power sweep back parking lot areas @ all levels of structure
 - Power sweep side parking Lot areas @ all levels of structure
 - Remove large trash debris from planter areas
 - Remove trash debris from trash enclosure areas
 - Remove debris from sidewalk and walkway areas
 - Remove debris from curb and gutter areas
 - The hours of sweeping shall be performed between 6:00 pm and 12:00 am.
- i. **Corporation Yard:** The Corporation Yard (entrance at 309 N. Cain St.) consists of three main areas to be swept at various times according to Map #8. The Corporation Yard roadways and parking lots consist of 364,896 sq. ft of area and are swept twice per month on Tuesdays before 4AM. The slow fill CNG fueling area consists of 122,850 sq. ft. and is swept twice per month on Mondays after 7AM and before 12PM. Lastly, the fast fill CNG fueling area consists of 20,625 sq. ft. and is swept once per month on the first Monday before 7AM.
- j. **Leaf Season:** From November through January, a significant amount of additional sweeping is required in selected routes in order to collect leaves. Though concentrated in the older neighborhoods, leaf clean-up is required citywide. The Contractor will be required to provide “curb-to-curb” sweeping of all streets once per month in the Leaf Route on the regular sweep day, from November 1 to January 31. There are approximately 205 linear miles of streets within the leaf route area (Bid Item #29). The Contractor will be responsible for disposing of the leaf debris during this three-month period. The Contractor’s compensation for the Leaf Season will be at a calculated rate per mile. The contractor is to include all costs (e.g., equipment, labor, removal, transportation, disposal fees, etc.) in their per mile unit price for the “Fall Leaf Season”. Note that these additional sweeps may not be conducted within one week of a regularly scheduled monthly sweep unless specified by the Project Manager. Any additions or changes to the area or scope of the leaf route will made by multiplying the change in street miles by the per mile unit price on the contract. (see Maps 9 and 9A-C - Leaf Route). Any adjustments to additional area or scope shall be approved by the Project Manager.

In addition to the curb-to-curb monthly sweep of the Fall Leaf Route, the City of Visalia may also require the contractor to be available during the November through January Fall Leaf season for additional sweeps of the fall leaf area referenced in Maps 9-9C. These extra sweeps will be

coordinated with the project manager for the City so that timely sweeps of the leaves can be scheduled. Because these sweeps are on an as-needed basis, and based on the leaf fall any given year, these may be scheduled up to an extra three times during the season, but not more than one extra sweep per month. . This item is listed as Alternate Bid Item #2 on the bid sheet and for bidding purposes has been estimated at three times per year but may not be used at all.

k. **Disposal of Material:** All collected material becomes the property of the Contractor and shall be disposed of in a manner consistent with Federal, State and Local laws, regulations and ordinances. Contractor will pay all costs associated with the disposal of the collected material, including collection, storage, transportation, and tipping or disposal fees.

During the leaf season, the City will require the Contractor to remove and dispose of all leaf debris collected. The Contractor will be responsible for the disposal fees of the material. It is estimated that approximately 1,250 tons of material will be collected during the annual leaf season. Due to the growth of the City and the maturing of trees, it is recommended to keep this growth in mind during the bid.

l. **Temporary Transfer Dump Sites:** Currently, the City has made seven temporary transfer sites available, located throughout the City. These sites can be utilized by the Contractor for temporary storage of collected material. Local land use regulations or other factors may affect the availability of one or more of the sites for temporary storage of collected debris and it is anticipated that at some point in time, one or more of the temporary areas may become unavailable. The City will try to ensure that an adequate number of sites are available throughout the City for efficient temporary transfer of collected debris. The City will ensure that at least four (4) temporary disposal sites are available in the City for the Contractors use. (see Attachment G and Map 11 –Temporary Transfer Sites).

Under no circumstance will the collected debris be stored at a temporary transfer site for a period in excess of 14 calendar days. Contractor will be responsible for the maintenance of these sites as pertaining to clean up and compliance with any and all local and State regulations. All collected material posing a public health or safety hazard or having the potential to create a public nuisance will be immediately and appropriately disposed of. Violations concerning the San Joaquin Valley Air Pollution District and/or any other State regulation will be the responsibility of the Contractor.

At times, the City may use one of the listed transfer sites for City use. In these cases, the City will notify the contractor and limit this use to one site at a time.

m. **Major Intersections:** 194 intersections have been identified for curb to curb sweeping once per quarter (see maps 10). Each of these intersections cover approximately the same area and should be bid as one average unit price per intersection to facilitate adding to or changing the number of intersections to be swept.

n. **Special Sweepings:** From time to time, unscheduled sweeping will be necessary. Each BIDDER will furnish an hourly rate that will be used to calculate compensation for non-scheduled, emergency, and non-emergency sweeping.

- **Special Sweeping – Emergency:** Contractor shall respond to emergency sweeping calls within 2 hours. Emergency sweeping will be paid at the hourly rate shown on the Sweeping Bid Price sheet and measured by the time spent performing the sweeping.
- **Special Sweeping – Non-Emergency:** Non-emergency sweeping will be performed no later than the next business day. Non-emergency sweeping will be paid at the hourly rate shown on the Sweeping Bid Price sheet and measured by the time spent performing the sweeping.

o. **Coordination with Solid Waste Collection:** The City’s residential sweeping route schedule has been developed in conjunction with the City’s Solid Waste collection to eliminate conflicts with residential trash collection days. (see Map A – Street Sweeping Days).

Residential solid waste collection is performed on Monday, Tuesday, Wednesday and Thursday. However, the schedule is subject to change on the following Holidays because the landfill is not open, or possibly due to very limited circumstances:

<u>HOLIDAY</u>	<u>Day</u>
New Year's Day	January 1 st
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25 th

In general, any day of the week that is not worked because of a Holiday or other factor, that day's service and each weekday afterward is moved forward one day. For example, if the 4th of July Holiday falls on a Wednesday, regular service is done on Monday and Tuesday, Wednesday service is done on Thursday, Thursday service is done on Friday.

The current solid waste residential route schedule is outlined in Map 1 - Street Sweeping Days. If there are to be any changes or significant deviations to the routes, these changes must be approved by the Project Manager. Solid waste residential collection routes are subject to change mainly due to population growth and due to other factors. Close coordination between the City's Solid Waste collection and the Contractor is essential.

p. **Change of Route Schedules:** Any route changes affecting a significant number of residents may, at the Director's, or the Director's designee's direction, require public notification to the residents. The method and content for such notification is to be approved by the Director or their designee. The expense and facilitation of the notification will be the responsibility of the initiating party. In other words, if the City is responsible for requesting the route change, the City will cover the notification expenses. Conversely, if the Contractor is responsible for requesting the route change, the Contractor will cover the expense, and will provide the City as much advance notice as possible.

q. **Subsequently Added Sweepings:** Ultimately, all streets within the City must be swept on a monthly basis. As new streets are developed and as older streets are annexed into the City, these streets, too, must be swept. The Contractor will be required to meet with a designated representative from the City on a quarterly basis (at minimum) to recommend additions to, and approve, the added sweeping for newly added streets, state routes, parking lots, alleys or bike paths. Contractor is encouraged to meet with City more frequently if there are any areas that need to be addressed. The "Unit Price" found on the "Exhibit A-Bid Form" will be used in calculating the compensation for additions made to the sweeping service.

At no point during the contract is the contractor to add new streets to the contract without first being approved by the City's Project Manager and obtaining an amended contract amount.

VI. PRE-BID AND POST AWARD MEETINGS

1. **A Non - Mandatory Pre-Bid Teleconference.** A non-mandatory pre-bid teleconference has been scheduled for 11:00am Pacific Standard Time on Wednesday, September 6, 2023. Please email name of attendee and contact information to purchasing@visalia.city to receive the phone number and/or link to join the meeting. Interested Bidders are encouraged to participate as there will be time set aside for Bidders to ask questions and be provided with information regarding the scope of services and the contract requirements. It shall be the responsibility of the Contractor to have acquired full knowledge of the job site, scope of work and any problems or difficulties that may affect the work proposed.

2. Post Award Meeting. Subsequent to the award of contract, the Contractor shall meet with the Project Manager prior to the start of work to discuss any problems or questions that may arise. Contractor shall contact the Project Manager within ten (10) days of the date of the Notice to Proceed to arrange this meeting.

City Project Manager:
Department:

Jason Serpa
Public Works

VII. BID OPENING AND CONFIDENTIALITY

1. Bid Opening. Bids shall be opened publicly in the presence of attendees, if any, on Tuesday, September 26, 2023, at 2:00 P.M. (Pacific Standard Time) in the Visalia City Council Chambers at 707 W Acequia, Visalia CA, City Hall. The name of each Bidder and the amount of each Bid shall be read aloud and recorded on a Bid Summary. The Bid Summary will be open to public inspection at the conclusion of the Bid opening. Other Bid information will not be available for public review during the evaluation phase.
2. Bid Confidentiality. The City favors full and open disclosure of all Bid records. The City will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records. By submitting a Bid, a Bidder agrees to indemnify and defend the City against all claims or actions brought against it to seek access to, or compel disclosure of, any records or documents in the City's possession.

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

VIII. AWARD

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

IX. PROTESTS/APPEALS

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

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

X. SPECIAL CONDITIONS

1. Project Administrative Issues

- a. Complete Scope of Services. The successful Bidder shall be responsible for providing all materials, labor, equipment, fuel, and services necessary to fulfill the requirements of this RFB.
- b. Quantities/Change Orders. The City reserves and shall have the right to make such changes to the work as may be necessary and desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Project Manager shall be and is hereby authorized to make such changes, in the work as may increase or decrease the originally awarded contract quantities and/or total contract cost. The Contract Price, or the amount due the Contractor shall be reduced/increased after the price change is reviewed and authorized by the City of Visalia Project Manager or proper level City authority according to the dollar amount of increase.

Changes shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such changes as if the altered work had been a part of the original contract. These changes which are for work within the general scope of the contract shall be covered by contract amendments issued by the City.
- c. Omitted Items. Project Manager is authorized to omit minor contract items. Major items must be omitted by supplemental agreement.
- d. Extra Work. Contractor is prohibited from doing extra work, unless authorized in writing by Project Manager before the work is done. The Project Manager should obtain authorization from the appropriate level authority before agreeing to extra work requested by the Contractor. Payment for approved Extra Work shall be as agreed to in writing by the Project Manager prior to the Extra Work being completed. No additional payment is due for unauthorized Extra Work.
- e. Payment. Payment shall be based on quantities of actual work performed. Street miles completed will be rounded to the nearest tenth of a mile. Invoices showing itemized quantities according to the bid document of completed work shall be submitted once per month and will be reviewed before being approved by the City's Project Manager. Emergency Special Sweeps and Non-Emergency Special Sweeps (if any) shall be itemized on the monthly statement according to the hourly rate of contract.

2. City-Contractor Relations

- a. Project Manager's Responsibility and Authority. City will designate a Project Manager. All work shall be done under the general supervision of such Project Manager or his or her designee(s). The Project Manager shall decide issues of quality and acceptability of equipment, work performance, rate of progress of work, interpretation of specifications and all questions related to fulfillment of the contract. Project Manager shall not have control over acts or omissions of the Contractor, Subcontractors, their agents or employees.
 - b. Contractor/Contractor's Superintendent. Contractor shall bear all responsibility for, and have all control over, the means, methods, techniques, sequences, procedures and safety precautions or programs related to the contracted work. Contractor may designate a superintendent.
 - c. Work Sites/Existing Utilities and Structures.
 - (1) Contractor shall take care to avoid, but shall be responsible for, all damage to existing structures.
 - e. Labor
 - (1) Workmanship. Workmanship shall be equal to the best general practice of modern-day street sweeping.
 - (2) Qualification. Contractor shall ensure that each employee who works on this project is qualified to perform their assigned duty in a safe manner.
3. Legal Responsibilities. It is the responsibility of Contractor to comply with all local, state, and federal laws and regulations which apply to this project. This includes 1, but is not limited to, compliance with Uniform Building, Plumbing, Mechanical, Electric, and Fire Codes. Contractor shall provide a safe working environment in compliance with the Occupational Safety and Health Act, and California Health and Safety Codes. Additionally, Contractor shall secure all necessary permits, licenses, and similar requirements to carry out the work. Contractor shall comply with all applicable labor laws, and ensure against discrimination.

XI. GENERAL CONDITIONS

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

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

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from Federal financial assistance.

Bidder shall provide to the City a list of all instances within the last ten (10) years where a complaint was filed or pending against Bidder in a legal or administrative proceeding

- alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken is required.
2. Post-Closing Date Corrections are prohibited.
 3. Bids will not be accepted unless signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the Bidder.
 4. Bids must be submitted on or before the Closing Date (Bid Submittal Deadline). Any Bids received after the Closing Date (Bid Submittal Deadline) shall be returned, unopened, to the Bidder, provided the request number, opening date, and Bidder's return address are on the envelope.
 5. Bids may be withdrawn prior to the Bid Closing Date by writing to the Purchasing Division.
 6. Telegraphic, telephonic, electronic and facsimile Bids and withdrawal requests **will not** be accepted.
 7. Prices submitted are considered accurate for a period of ninety (90) days and cannot be withdrawn after the Closing Date.
 8. All Bids are the property of the City after submission.
 9. City is not responsible for Bid errors and omissions.
 10. Bids should be prepared in a straight-forward, concise manner. Information provided which was not specifically requested will be considered only in City's discretion.
 11. A written amendment or addenda issued by City's Purchasing Division is the only method which should be relied on with respect to changes to the RFB. Respondent is responsible to contact City's Purchasing Division prior to submitting a Bid to determine if any amendments were made to the RFB.
 12. Any contract resulting from the RFB will be jointly administered by the City's Purchasing Division, and the Department requesting Bids.
 13. Prior to conducting business in the City, a business tax certificate (license) must be obtained. Call 559-713-4326 for more information.
 14. Bidder shall provide insurance as required by law and as indicated in the proposed contract.
 15. Bidder shall maintain all personnel files and payroll records for employees used to implement the proposed contract.
 16. Bidder shall withhold, pay and report all taxes and issue W-2 forms at the end of each calendar year for employees used to implement the proposed contract.
 17. Pursuant to the City's Charter, all other things being equal, tie Bids shall be awarded to a local merchant to the extent quality and prices are equal. If neither is a local vendor, the Bid shall be awarded by the flip of a coin by the Purchasing Division in the presence of at least one witness.
 18. The City may make such investigation of the Bidder and information in the Bid as it determines necessary. This may include the collection of criminal history information, contractual and business associations and practices, employment histories and reputation.

19. All California agencies may purchase off the Proposal submitted at the same prices, terms, conditions and specifications. The City of Visalia shall incur no responsibility in connection with another agency's purchase.
20. Each Bidder will be required to submit Certifications, Affidavits, Assurances, Statements and Questionnaires which are attached in Exhibit "B".
21. The quantities given on the Bid Proposal form and any related contract documents are approximate only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly or impliedly agree that the actual amount of work will correspond therewith but reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.
22. Bidders shall satisfy themselves by personal examination of the work sites, specifications, maps, and other contract documents, and by any other means as they believe necessary, as to the actual physical conditions, requirements, and difficulties under which the project must be performed. The submission of a Bid shall be conclusive evidence that the Bidder has investigated, and is satisfied as to the conditions encountered, as to the character, quality, and quantities of work to be performed, and the materials to be furnished, and as to the requirements of the RFB and the City. No allowance shall subsequently be made because of lack of such examination or knowledge.
23. All Bidders are required to make a Bid on the complete Bid Form (Exhibit "A"). Contractor may be required to submit Proposals on alternate items. The City reserves the right to award to the contract based on the lowest combination or combinations of Proposal items and alternate proposed items.
24. No mention shall be made in the Proposal of sales tax, use tax or any other tax, as all amounts Bid will be deemed and held to include any such taxes, which may be applicable.
25. Only one Bid may be submitted as a "Prime Contractor" for the same work by any firm, individual, partnership, corporation or combination thereof. A Contractor submitting a Bid as a Prime Contractor may not also submit sub-Bids to other competing Prime Contractors. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof is interested in more than one Proposal for the work contemplated will cause the rejection of all Proposals in which such individual, firm, partnership, corporation or combination thereof is interested. A Contractor who is not submitting a Bid as a Prime Contractor may submit any number of sub-Bids to competing Prime Contractors.
26. The City of Visalia is not liable for any costs incurred by Bidder in responding to this Request for Bid.
27. The annual contract resulting from this invitation to bid will be administered by the Public Works Department. However, the City's Purchasing Division shall be the final judge concerning issues or matters related to contract interpretation or problems regarding the terms, conditions, or scope of the contract.
28. 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. CITY will be presumed to request renewal unless the CITY delivers written notice of non-renewal to the CONTRACTOR, thirty (30) days prior to the renewal date. If the CONTRACTOR decides not to consent to renewal by the CITY, then CONTRACTOR must provide written notice of non-renewal to the CITY at least ninety (90) days prior to the renewal date.

This Agreement may be terminated for convenience by the CITY, in whole or in part, by giving the CONTRACTOR thirty (30) days written notice of the intent to terminate whenever the City determines that termination is in the best interest of the City. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

29. **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, fuel, supplies and materials.

It will be the responsibility of the contractor to request in writing, a price adjustment and to provide all documentation necessary. The written request for price adjustment must be submitted to the Project Manager at least thirty (30) days (but no sooner than ninety (90) 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, closest to the annual anniversary date of the contract. 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.

30. This contract may be terminated without cause by the City, in whole or in part, by giving the Contractor thirty (30) days written notice of the intent to terminate whenever the City determines that termination is in the best interest of the City.

If the Contractor 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 by written notice. Termination shall take effect ten (10) calendar days after the date of mailing said termination notice.

Any assignment, subletting or transfer of the interest of the contractor, 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.

Notwithstanding any other provisions of this agreement, this agreement may be terminated by the City upon a single violation of this agreement.

XII. POST AWARD RESPONSIBILITIES

1. Written Contract with City. A written agreement in a form similar to that attached to this Request for Bid as Exhibit "C" with Attachments 1-2 must be entered into between the City and the Contractor to whom the project is awarded. The Agreement forms the basis for the contractual obligation between the parties regarding the project. A contract will be provided with the Notice of Award and must be executed and returned

to City within ten (10) working days of the date of award notification unless otherwise agreed.

2. Post-Award Responsibilities. Upon execution of the Agreement between the City and the Contractor, the Contractor shall immediately report all changes in its Articles of Incorporation, By-Laws, or Tax-Exempt status to the City.
3. Insurance. Contractor shall obtain and maintain the minimum insurance coverage outlined Exhibit "C", Attachment 2. Contractor shall provide evidence of such insurance to City's Purchasing Division prior to commencement of work.
4. Required Bonds: The Bidder(s) awarded contract(s) pursuant to this RFB will be required to provide to the City of Visalia: **1) a "Performance Bond" in the amount of 100% of the contract amount within ten (10) working days of the date of the "Notice of Award"**. According to City standard the surety company must be either a California Admitted Surety to its specified dollar limitation AND a current A.M. Best A: VIII rated surety. The Performance bond shall remain in force for the duration of the contract (updated annually).

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

Name of Bidding Agency: _____

EXHIBIT "A"
RFB NO. 22-23-31 - BID FORM
Project: ANNUAL CONTRACT FOR STREET SWEEPING SERVICES

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 22-23-31 dated: _____, the undersigned BIDDER hereby proposes to furnish all labor, materials, equipment, fuel, tools, appurtenances and incidentals required for the above stated project as set forth in the RFB, including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work sites, Instructions to BIDDERS, and the contract requirements. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule.

BIDDER understands that a bid is required for the entire work and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that all prices bid include all appurtenant expenses, taxes, royalties and fees.

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

BIDDER agrees that if awarded the contract, Successful Bidder shall furnish a Performance Bond in the amount of one hundred percent (100%) of the agreement, as surety condition for the full, complete, and faithful performance of the agreement as outlined in the RFB document.

BIDDER agrees to commence the work on the start date agreed between BIDDER and Project Manager, only after the contract is fully executed and Notice to Proceed has been issued.

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

BIDDER agrees that if awarded the contract, Successful Bidder shall abide by all requirements of the Department of Industrial Relations (DIR) applicable to this public works maintenance contract and specified in the City of Visalia Labor Compliance Manual, including but not limited to maintaining a valid DIR registration number throughout the life of this contract, payment of state prevailing wages, and uploading certified payrolls electronically to the Labor Commissioner.

The quantities given on the Bid Proposal form and any related contract documents are estimates only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly or impliedly agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.

BIDDER understands that City will determine Lowest Bidder based on the **lowest BASE BID TOTAL**. Award, if made will be to the Lowest Bidder whose bid is deemed both responsive and responsible and meets all required specifications. **After Lowest Bidder has been determined, the City reserves the right to award Base Bid Only or Base Bid + one or more of the Alternate Bid items depending on funding.**

BIDDER has read and hereby agrees to the conditions stated in this proposal by affixing his/her signature on the Bid Form.

All bids will be checked for accuracy. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

Name of Bidding Agency: _____

INSTRUCTIONS:

BIDDER is to calculate Base Bid as follows:

1. For Items 1 through 30 Bidder is to multiply Quantity (column A) x Unit Price (column B) x Number of Annual Services (Column C) = Annual Price (column D).
2. BIDDER shall total the Annual Price Column where indicated to calculate the Total Base Bid.

Note: Quantities listed as “miles” are referring to “street miles”.

ANNUAL CONTRACT FOR STREET SWEEPING SERVICES BASE BID										
Prices bid include labor, equipment, materials, fuel, supplies, taxes, and all costs to perform street sweeping services as stated in RFB-22-23-31										
			A				B		C	D
Item #	Description	Frequency	Quantity	Unit	Exhibit	Map	Unit Price	Unit	# Annual Services	Annual Price
STREETS:										
1	Streets	Monthly	520	miles	A	1	\$_____per mile		12	\$_____
2	Street Medians	Monthly	64.5	miles	A	1A-1D	\$_____per mile		12	\$_____
STATE ROUTES:										
3	State Route	Weekly	4.0	miles	B	2	\$_____per mile		52	\$_____
4	State Route Medians	Weekly	5.2	miles	B	2	\$_____per mile		52	\$_____
DOWNTOWN:										
5	Central District	2x Week	6.0	miles	C	3	\$_____per mile		104	\$_____
6	East District	2x Month	2.6	miles	C	4	\$_____per mile		24	\$_____
7	Alleys	Weekly	2.9	miles	D	5	\$_____per mile		52	\$_____
BIKE PATHS:										
8	Bike Paths - Various	2x Month	24.1	miles	E	6	\$_____per mile		24	\$_____
9	Delineated Bike Paths	2x Month	1.4	miles	E	6	\$_____per mile		24	\$_____
10	Packwood	Weekly	1.0	miles	E	6	\$_____per mile		52	\$_____
PARKING LOTS/ROADWAYS:										
11	Downtown	Weekly	667,194	sq. ft.	F1	7	\$_____per sq. ft.		52	\$_____
12	Downtown	2x Month	296,648	sq. ft.	F2	7	\$_____per sq. ft.		24	\$_____
13	Riverway Sports Park Parking Lots	Weekly	390,454	sq. ft.	F1	7J	\$_____per sq. ft.		52	\$_____
14	Riverway Sports Park Roadway	Weekly	157,600	sq. ft.	F1	7J	\$_____per sq. ft.		52	\$_____

Name of Bidding Agency: _____

			A				B		C	D
Item #	Description	Frequency	Quantity	Unit	Exhibit	Map	Unit Price	Unit	# Annual Services	Annual Price
15	Plaza Park Rd and Parking Lots	2x month	107,490	sq. ft.	F2	7A	\$_____per sq. ft.		52	\$_____
16	Whitendale Park	2x month	57,114	sq. ft.		7B	\$_____per sq. ft.		24	\$_____
17	Summers Park	2x month	19,162	sq. ft.		7C	\$_____per sq. ft.		24	\$_____
18	Ruiz Park	2x Month	16,077	sq. ft.		7D	\$_____per sq. ft.		24	\$_____
19	Recreation Park	2x month	19,360	sq. ft.		7E	\$_____per sq. ft.		24	\$_____
20	Fairview Park	2x month	9,144	sq. ft.		7F	\$_____per sq. ft.		24	\$_____
21	Blain Park	2x Month	28,213	sq. ft.		7G	\$_____per sq. ft.		24	\$_____
22	St. Johns Park @Ben Maddox	2x month	14,022	sq. ft.	F2	7H	\$_____per sq. ft.		24	\$_____
23	Parking lot @ Lovers lane	2x month	8,350	sq. ft.	F2	7I	\$_____per sq. ft.		24	\$_____
24	Parking Structure @ 300 E Acequia	Weekly	158,500	sq. ft.	F3	12	\$_____per sq. ft.		52	\$_____
25	Parking Structure @ 222 W Acequia	Weekly	203,000	sq. ft.	F3	12	\$_____per sq. ft.		52	\$_____
CORPORATION YARD AREAS:										
26	Corporation Yard Roads/Lots	Bi-weekly	364,896	sq. ft.		8	\$_____per sq. ft.		26	\$_____
27	CNG slow-fill fuel line	Bi-weekly	122,850	sq. ft.		8	\$_____per sq. ft.		26	\$_____
28	CNG fast fill public station	Monthly	20,625	sq. ft.		8	\$_____per sq. ft.		12	\$_____
SEASONAL/PERIODIC SWEEPS:										
29	Leaf Season - Fall Leaf Route	Nov - Jan, curb to curb	205	Miles		9-9C	\$_____per mile		3	\$_____
30	Major intersections	quarterly	194	Ea.		10	\$_____Each		4	\$_____
BASE BID TOTAL										\$_____

When additional Residential Zones, State Routes, Parking Lots and Bike Paths, etc. are added throughout the contract term, the price for each addition will be calculated by taking the unit price and multiplying it by the quantity of the unit of measurement and the number of times the area will be swept during the remainder of the contract term. Please note that all quantities are rounded to the nearest tenth of a mile.

Additional items on following page.

Name of Bidding Agency: _____

Bidder is required to provide pricing for **Special Sweeping** as listed below. Special Sweeps are required on an as-needed basis and described in the RFB, Section V. Scope of Services, Specific Scopes of Work, Pg 10, item n. Since the special sweeps are requested as needed, the Awarded Contractor will be expected to list special sweeps as a separate line item on monthly invoice to the City. Invoice shall detail the date, location and hour(s) of each sweep.

SPECIAL SWEEPS:		
		Unit Price
Non-Emergency Sweeps Contractor Response is required within 24 hours	When requested	\$_____per hour
Emergency Sweeps Contractor Response is required within 2 hours	When requested	\$_____per hour

ALTERNATE BID ITEMS

Bidder is required to provide pricing on the **Alternate Item #1** and **Alternate Item #2**. Depending on available funding the City may choose to add one or more of the **Alternate Bid Items** to the awarded contract.

ALTERNATE ITEM #1 – ADDITIONAL SWEEPING SERVICES FOR STREETS & MEDIANS

If the City of Visalia chooses to increase sweeping frequency of streets and medians from once per month to twice per month on the areas listed below it will result in 12 additional sweeps per year for the areas specified.

Bidder's pricing below shall reflect the cost to the City for the 2nd sweeping of the month for the areas listed.

ALTERNATE ITEM #1 (ADDITIONAL SWEEPING SERVICES FOR STREETS & MEDIANS)							
Prices bid include labor, equipment, materials, fuel, supplies, taxes, and all costs to perform street sweeping services as stated in RFB-22-23-31							
2 nd Sweeping	Frequency	A	Exhibit	Map	B	C	D
		Quantity			Unit Price	Additional Services Annually	Annual Price
STREETS:							
Streets	Monthly	520 miles	A	1	\$_____per mile	12	\$_____
Street Medians	Monthly	63.8 miles	A	1A-1D	\$_____per mile	12	\$_____
					ALTERNATE ITEM #1 TOTAL \$_____		

Additional items on following page.

(4) If BIDDER is a joint venture, signature must be by one of the joint venturers, and if one or both of the joint venturers is a partnership or a corporation, each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his/her signature. Where BIDDER is a partnership or corporation, the names of all other general partners, or the president or secretary of the corporation and their business addresses must be shown below.

Note: All names must be typewritten under written signature. All Addresses must be complete with street number, city, state and zip code.

BIDDING CONTRACTOR'S LICENSE INFORMATION:

STATE CONTRACTOR'S LIC. CLASS (if any): _____ **#** _____ **EXP. DATE:** _____

STATE D.I.R. REGISTRATION NO: _____ **FEDERAL TAX I.D. #** _____

CITY OF VISALIA BUSINESS TAX CERTIFICATE # _____ (A City Business Tax Certificate (license) is not required to submit a bid; however, vendor is required to obtain a City License prior to commencement of work or if vendor is presently transacting business within the City of Visalia, regardless of whether the business address is actually located within the City. Contact the business License Division for clarification of questions at 559-713-4326.

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

REFERENCE 1

NAME OF AGENCY: _____ **CONTACT PERSON:** _____

AGENCY ADDRESS: _____

_____ **PHONE #:** _____

REFERENCE 2

NAME OF AGENCY: _____ **CONTACT PERSON:** _____

AGENCY ADDRESS: _____

_____ **PHONE #:** _____

REFERENCE 3

NAME OF AGENCY: _____ **CONTACT PERSON:** _____

AGENCY ADDRESS: _____

_____ **PHONE #:** _____

DESIGNATION OF SURETIES

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom BIDDER intends to procure insurance.

COMPANY NAME: _____ **TYPE OF INSURANCE:** _____

ADDRESS: _____ **TELEPHONE#** _____

COMPANY NAME: _____ **TYPE OF INSURANCE:** _____

ADDRESS: _____ **TELEPHONE#** _____

COMPANY NAME: _____ **TYPE OF INSURANCE:** _____

ADDRESS: _____ **TELEPHONE#** _____

EXHIBIT "B-1"

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE
(EXECUTIVE ORDER 11246)**

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER 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 BIDDER 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 BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.

3. The BIDDER 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 BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.

4. The BIDDER 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 BIDDER 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 BIDDER'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 BIDDER 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 BIDDER 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 SUBBIDDER or vendor. The BIDDER 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 BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company Name: _____

Business Address: _____

Signature: _____ Date: _____

Name of Signing Official (Print or Type): _____

Title of Signing Official: _____ Company Seal (if any):

EXHIBIT "B-2"

**CERTIFICATE OF NONSEGREGATED FACILITIES
(BIDDERS/SUBCONTRACTORS)**

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

2. By the submission of a bid, the BIDDER certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

3. By submission of the bid, the BIDDER further agrees that (except where it has obtained identical certifications from proposed SUBCONTRACTORS for specific time periods) it will:

- (a) Obtain identical certifications from proposed SUBCONTRACTORS before the award of subcontracts under which the SUB-BIDDER will be subject to the Equal Opportunity clause;
- (b) Retain such certifications in its files; and
- (c) Forward this certification and the following notice to the proposed SUBCONTRACTORS:

**NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

4. By commencing performance of the Contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

Company: _____

Business Address: _____

Signature: _____ Date: _____

Name of Signing Official (Print or Type) : _____

Title of Signing Official: _____ Company Seal (if any):

EXHIBIT "B-3"

NON-COLLUSION AFFIDAVIT

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 (if any): _____

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)

EXHIBIT "B-4"

**WORKERS' COMPENSATION INSURANCE CERTIFICATE
(CALIF. LABOR CODE § 3700)**

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 (if any):

EXHIBIT "B-5"

AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

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

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal (if any):

EXHIBIT "B-6"

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

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES: 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, 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.

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

Signature of Authorized Individual

Print or Type Name of Authorized Individual

EXHIBIT "B-7"

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD.21 (REV.12-93)

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, than 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.

EXHIBIT "B-8"

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

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.

EXHIBIT "C"
SAMPLE AGREEMENT (do not submit with Bid) STREET SWEEPING SERVICES
(City of Visalia Bid No. 22-23-31)

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

RECITALS

WHEREAS, CONTRACTOR 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 to enter into contract for Street Sweeping Services as evidenced by advertising Request for Bids No. 22-23-31, Annual Contract for Street Sweeping Services; and

WHEREAS, City of Visalia reviewed and evaluated responses to the Bid and determined to award an contract to CONTRACTOR for the services described in RFB No. 22-23-31; and

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

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

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. CITY will be presumed to request renewal unless the CITY delivers written notice of non-renewal to the CONTRACTOR, thirty (30) days prior to the renewal date.

If the CONTRACTOR decides not to consent to renewal by the CITY, then CONTRACTOR must provide written notice of non-renewal to the CITY at least ninety (90) days prior to the renewal date.

This Agreement may be terminated for convenience by the CITY, in whole or in part, by giving the CONTRACTOR thirty (30) days written notice of the intent to terminate whenever the City determines that termination is in the best interest of the City. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

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 Bid 22-23-31, Annual Contract for Street Sweeping Services
Attachment 4	CONTRACTOR's bid in response to Bid No. 22-23-31

1. **CONTRACTOR SCOPE OF SERVICES and COMMITMENTS***:

CONTRACTOR shall provide the following services for the stated compensation on or before the stated completion dates ("Scope of Services"):

All work described in Scope of Services in Bid No. 22-23-31, including abiding by the requirements of the City of Visalia Labor Compliance Manual and regulations of the State of California Department of Industrial Relations (DIR).

2. CITY COMMITMENTS:

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

TASK	COMPLETION DATE
Pay Contractor monthly as work is completed and invoiced	Upon receipt of Contractor's approved invoice.

3. COMPENSATION:

CITY shall pay CONTRACTOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay not more than the following amount as total compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed, based on invoices, receipts, time sheets and similar documents presented by CONTRACTOR to CITY.

4. CONTRACT PRICE ADJUSTMENTS:

All prices shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. Prices may be adjusted annually at time of contract renewal and upon mutual agreement of the parties. It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary. The request for price adjustment must be submitted to the Project Manager at least thirty (30) days (but no sooner than ninety (90) days) prior to the annual anniversary date of the agreement as specified in the General Conditions of RFB 22-23-31.

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

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

Total Compensation:	\$
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days from date of invoice for completed work

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

CONTRACTOR

Dated: _____

By: _____

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

CITY OF VISALIA

Dated: _____

By: _____

City Manager

Dated: _____

By: _____

City Attorney

Dated: _____

By: _____

City of Visalia Risk Manager

Dated: _____

By: _____

City of Visalia Project Manager

EXHIBIT "C, 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:

	CONTRACTOR
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. 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.
- L. 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.

EXHIBIT "C, 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

EXHIBIT "D-1"

**STATE PREVAILING WAGES APPLICABLE TO THIS CONTRACT
(Separate Attachment)**

EXHIBIT "D-2"

**CITY OF VISALIA LABOR COMPLIANCE MANUAL
(Separate Attachment)**

EXHIBIT “E”

**ASSOCIATED VISALIA STREET MAPS AND ROUTES
(Separate Attachments)**

Exhibit E-1

Map 1	City of Visalia Map with mileage
Map 1A	NE Medians
Map 1B	NW Medians
Map 1C	SE Medians
Map 1D	SW Medians
Map 2	State Routes
Map 3	Downtown Central
Map 4	Downtown East
Map 5	Downtown Alleys
Map 6	Bike Paths and Trails
Map 7	Parking Lots and Downtown Area
Map 7A	Plaza Park Rd and Parking Lots
Map 7B	Whitendale Park
Map 7C	Summers Park
Map 7D	Ruiz Park
Map 7E	Recreation Park
Map 7F	Fairview Park
Map 7G	Blain Park
Map 7H	St. John’s Park Roadway and Parking Lots
Map 7I	Lovers Lane Parking Lot @ St. John’s Parkway
Map 7J	Riverway Sports Park
Map 8	Corporation Yard
Map 9	Leaf Route
Map9A-C	Leaf Route Magnified
Map 10	Major Intersection
Map 11	Temporary Transfer Sites
Map 12	Parking Structures

Exhibit E-2

Sweeping Schedule with Locations	
Attachment A	Streets with Medians
Attachment A1	Streets with Roundabouts
Attachment B	State Routes
Attachment C	Downtown Streets
Attachment D	Downtown Alleys
Attachment E	Bike Paths
Attachment F1	Parking Lots (weekly)
Attachment F2	Parking Lots (twice monthly)
Attachment F3	Parking Structures (weekly)
Attachment G	Transfer Sites
Attachment H	Major Intersections