



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

**RFB NO. 17-18-80**

**PROJECT: TRANSIT MAINTENENACE TURNOVER AUDIT**

**BIDS ARE DUE NO LATER THAN 2:00 PM ON FRIDAY, JULY 27, 2018**

*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.*

**Advertisement Dates: June 25, 2018  
July 3, 2018**

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## **I. DEFINITIONS**

For the purposes of this RFB NO. 17-18-80, 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. 17-18-80.

## **II. INTRODUCTION**

The City of Visalia Transit (VT) is requesting bids for a turnover audit to be completed before September 30, 2018. The Purpose of the audit is to assess the appropriateness, timeliness, thoroughness, and quality of the maintenance and condition of the City of Visalia's transit fleet and to certify compliance with industry standards. The proposal shall include everything necessary for the completion and fulfillment of the turnover audit including, but not limited to materials, equipment, labor and services, travel and lodging.

The City of Visalia Transit Division operates a fleet of 93 vehicles, providing and supporting fixed-route bus and paratransit van service within the Visalia Urbanized Area, as well as Shuttle service to and within Sequoia National Park, and the V-LINE service operating between Fresno and Visalia.

The City of Visalia contracts with MV Transportation for transit operations including vehicle maintenance. Both activities are housed in the City's Transit Maintenance Facility equipped with four sets of above-ground lifts (Koni & SEFAC). The City of Visalia is currently in the final year of the operations and maintenance contract. The vehicle inspections will be part of the transition process with the new operations and maintenance contract. The purpose of these inspections is to assess the conditions of the fleet and facility. The project goals, objectives, and timeline for proposal and project completion are outlined in this correspondence. The City reserves the right, for any reason, to accept or reject any or all proposals, to negotiate the terms and specifications for the project, to modify any part of these guidelines, or to issue new guidelines.

## **III. INSTRUCTIONS**

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

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

**From:** Bidders Name & Mailing Address

**Marked:** Transit Maintenance Audit  
RFB NO. 17-18-80  
CLOSING DATE: July 27, 2018 @ 2:00 P.M.

4. Submit each of the required Certifications, Affidavits, Bid Guarantees, Assurances, 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](http://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@ci.visalia.ca.us](mailto:purchasing@ci.visalia.ca.us).

***All questions pertaining to this Request for Bid are due by July 18, 2018.***

#### **IV. SCOPE OF SERVICES/PROJECT**

All final deliverable work products must be provided in the form of three (3) hard copies, as well as in Microsoft Word or Excel electronic format where available.

The City of Visalia's Transit Division is seeking a consultant interested in performing a detailed review of the City's maintenance practices and transit fleet. The inspection will document all defects found on a formal "Vehicle Turnover Inspection Report". These inspections shall include reviews of the maintenance records, practices, schedules, and a physical inspection of the vehicles themselves. The objective of this review will be to assess the appropriateness, timeliness, thoroughness, and quality of the maintenance program, as well as the condition of the Visalia Transit fleet and to ensure compliance with industry standards.

Work Statement:

- The consultant shall provide the City of Visalia with written reports on the reviews performed, a statement of fleet condition, including a written assessment of the findings, documentation of any and all problems or inadequacies in the fleet maintenance and detailed recommendations for corrections of any deficiencies in the vehicles, the records and/or the maintenance procedures. These inspections shall not interfere with daily operations and the Consultant should be prepared to perform overnight or weekend inspections of the fleet.
- Perform a physical inspection noting all discrepancies as well as photographing all significant repairs that are needed to bring a vehicle up to standard. Record all defects & provide report summarizing what needs to be addressed & repaired; re-evaluate defects the evening before turnover (Sept 30) and define the cost of the repairs to include all parts and labor necessary to bring the vehicles up to the manufactures recommended specifications, or City of Visalia Vehicle Condition Standards, whichever is greater.
- Perform a physical inspection noting all discrepancies as well as photographing all significant repairs that are needed to vacate in an acceptable condition the Operations and Maintenance facility. Record all defects & provide a report summarizing what needs to be addressed and repaired. Re-evaluate defects the evening before turnover (Sept 30) and define the cost of repairs and include all parts and labor necessary to bring the vehicles up to the manufacturers recommended specifications or City of Visalia standard, whichever is greater.

VT has a total fleet of 93 vehicles. A report must be prepared for:

<b>Number</b>	<b>Description</b>
37**	<b>Fixed Route:</b> CNG Bus (35' & 40' Orions and 40' Gilligs).
5	<b>Trolleys:</b> CNG Freightliner Startrans (3) and Supreme Classic CNG (2) Trolleys.
12	<b>Dial a Ride:</b> Type III, E450, CNG Starcraft Allstar Cutaways (6) and CNG Elkhart Coach/EC II (6).
30	<b>Sequoia Shuttle:</b> Gas Ford Starcraft Allstar (eighteen 22' vehicles; one 25'), Gillig Hybrid Diesel (seven 35' & four 29').
5	<b>V-LINE:</b> 20-Passenger CNG Starcraft Allstar (Three 35'); 35 passenger CNG Orion VII (two 35')
4	<b>Revenue/Support Vehicles:</b> Two CNG Mobility Venture Vans; One Diesel Ford F-450; one Crown Victoria

\*\* Replacement buses on order, delivery of 3 Proterra 40' Catalyst E2 440 kWh with depot chargers for delivery & installation due in late June 2018.

### **Task 1: Vehicle Inspection & Maintenance Records**

The consultant will perform a physical inspection of all active Visalia Transit fleet service vehicles. At a minimum, the following elements must be included in each inspection:

- Overall safety condition of the vehicle
- Condition of the breaking system
- Condition of the electrical system
- Wheelchair lift/ramps and restraint system
- Headsigns, fareboxes and surveillance system
- Vehicle drive train
- Interior and exterior condition of the vehicles
- AC and heating systems
- Vehicle Safety equipment
- Fluid levels
- Electrical connections
- Radios

The consultant will perform a review of maintenance related administrative procedures and complete a physical inspection of Visalia Transit's maintenance records. At a minimum, the following items must be reviewed:

- Vehicle Maintenance Schedule
- Vehicle maintenance records
- Contractor inspection procedures
- Maintenance standards
- Vehicle Maintenance History
- Preventative Maintenance program

The contractor shall submit a written report including all elements described within. Up to three (3) nights prior to September 30, the remaining defects are to be confirmed as completed. Any repairs incomplete shall be assessed a cost to repair including parts and labor per vehicle/component. A report summarizing unresolved defects and estimated cost of repair shall be presented to the City within 4 working days.

### **Task 2: Evaluation of Maintenance Facility**

The consultant shall perform an initial physical inspection of the maintenance facility and review the level of maintenance, identify, photograph and document any defects. At a minimum, the consultant will evaluate the type and availability of equipment necessary to properly maintain the Visalia Transit fleet, and evaluate all safety equipment in place. The contractor shall submit

written reports including all elements described within the project goals and objectives. Prior to October 1 turnover, defect/repairs to be confirmed and documented. A report summarizing unresolved defects and estimated cost of repair to be presented to the City within four (4) working days. Prior to September 30 – defect repairs are to be confirmed and documented. Report summarizing unresolved defects and estimated cost of repair shall be presented to the City within 4 working days.

### **Task 3: Prepare Final Report and confirm Maintenance Repairs**

The consultant will summarize the cumulative findings of the inspections, including all elements described within the project goals and objectives. It is expected the report on condition of each vehicle be provided no more than four (4) business days from the date of inspection.

- All reports will outline the current fleet condition by vehicle including photographs of major discrepancies.
- Cost of needed parts to facilitate repairs
- Required Repairs or improvement per vehicle
- Labor hours needed to facilitate cited discrepancies

Required Qualifications: Contractor must have at least five (5) years professional experience with public transportation maintenance projects and have work samples to demonstrate ability. Contractor must be knowledgeable in public transportation operations, vehicles codes, and safety issues and knowledge of California Highway Patrol safety standards. Contractor must provide at least three (3) professional transit industry references. It is expected that proposing firms have relevant background experience. Relevant background experience consists of projects completed for other similar agencies that are of similar nature and size.

#### Project Timeline:

- Bids must be submitted by the close of business on Friday, July 27, 2018 @ 2:00 p.m. Sealed Bids may be mailed or dropped off to: 707 W. Acequia Ave. Attn: Purchasing Department.
- Inspections may begin no more than 30 days prior to the turnover date of October 1, 2018 and prepare & present report findings. Sequoia Shuttle service ends September 9, so limited vehicles will be available prior to that date. All vehicles to be inspected upon return to the yard.
- Final Turnover inspection to be finalized/conducted the night of the actual fleet/facility turnover (may start 3-4 days prior)
- Parts and Labor cost analysis would begin the day of the turnover to be completed within 4 working days.

#### Bid Content:

Each bid submitted shall be reflective of costs to provide work requested within this document, according to the provided schedule. All resources needed to meet the deadlines provided within shall be included in your lump sum bid price.

### **Funding**

Any contract resulting from this request for bid is subject to a financial assistance contract between the City of Visalia and the Federal Transit Administration. All Firms will be required to certify that they are not on the U.S. Department of Transportation's list of ineligible contractors. Further, the Firm will be required to comply with all applicable equal employment opportunity laws and regulations.

#### **A. Disadvantaged Business Participation and Equal Opportunity Provisions**

KCAPTA has adopted a Disadvantaged Business Enterprise (DBE) Program. The DBE program was adopted to insure that small disadvantaged firms have an equal opportunity to participate in the AGENCY FTA projects. The term "Disadvantage Business" means approved by the State of

California as a certified DBE whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. City of Visalia's overall goal for DBE Participation is 0.1%. A separate contract goal has not been established for this procurement.

Disadvantaged firms are encouraged to submit proposals as prime contractor for this project. Price alone will not be an acceptable basis for rejecting DBE proposals as prime contractors or subcontractors on this project unless it is determined that a reasonable price cannot be obtained from a DBE.

**No Federal Government Obligations to Third Parties**

City of Visalia and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**Program Fraud & False or Fraudulent Statements and Related Acts**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**Access to Records & Reports**

(a) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and make readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontractor, arrangements, other third party agreements of any type, and supporting materials related to those records.

(b) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.33. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of

claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(c) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonable may be required.

(d) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonable may be required.

### **Changes to Federal Requirements**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between City of Visalia and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **Civil Rights & Equal Opportunity**

The City of Visalia (AGENCY) is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective

employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

#### **Incorporation of FTA Term**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Visalia requests which would cause City of Visalia to be in violation of the FTA terms and conditions.

#### **Energy Conservation**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### **V. PRE-BID AND CONTRACT MEETINGS**

1. Pre-Bid Meeting. A non-mandatory pre-Bid meeting will be held on July 11, 2018 at 1:00 p.m. at Transit Maintenance Operations Facility, 525 N. Cain St.. Attendance at this meeting is not required in order to submit a Bid in response to this RFB, but is encouraged. Information regarding the project will be provided at that time.
2. Post Award/Pre-Construction Meeting. Subsequent to the award of contract, the Contractor or Construction Superintendent; as well as all identified subcontractors shall meet with the Project Manager prior to the start of work to discuss any problems or questions that may arise. Additionally, this conference will be the forum to notify employers about labor standards compliance. At that time, Contractor shall furnish a schedule showing the tentative starting and completion dates. Contractor is responsible to arrange this meeting.

City Project Manager: Christine Chavez  
Department: City of Visalia Transit

### **VI. BID OPENING AND CONFIDENTIALITY**

1. Bid Opening. Bids shall be opened publicly in the presence of attendees, if any, on Friday, July 27, 2018 at 2:00 p.m. at 707 W Acequia, Visalia CA, City Hall. The name of each Bidder and the amount of each Bid shall be open to public inspection at the Bid opening and after an award decision has been made. Other Bid information will not be available for public review during the evaluation phase or until the award of the contract.
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 FIOA. Any information contained in a Bidder's submission which the Bidder believe qualifies for exemption from public disclosure as "Proprietary" or "Confidential" must be identified as such at the time of first submission of Bidder's Bid to this RFB. Any failure to identify information contained in a Bidder's Bid to this RFB as "Proprietary" or "Confidential" shall constitute a waiver of Bidder's right to object to the release of such information upon request under either Act.

## **VII. AWARD**

1. Most Responsive, Responsible Bidder. A Contract (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 made to the most responsive, responsible Bidder whose Proposal meets the requirements and criteria set forth in this RFB, price and other factors considered, and whose Bid is determined to result in the optimum economic advantage to the City. A responsible Bidder is one who has the capability, financial capacity and integrity to perform the contract. A responsive Bidder is one who commits to all of the material terms, for example, price, quantity, quality and delivery, of this RFB. Contractor must return a signed copy of the contract provided by the City with its award Notice to City within ten (10) working days of receipt thereof.
2. Reservation of Rights. The City reserves the right to reject any item or items in the Bid; to waive informalities, technical defects, and minor irregularities in Bids received; and to select the Bid(s) deemed most advantageous to the City.

## **VIII. PROTESTS/APPEALS**

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

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

4. Further levels of appeal may be made in accord with the appeals provision contained in Chapter 5 of the City's "Purchasing and Contract Procedures" which is available through City's Purchasing Division.

## **IX. SPECIAL CONDITIONS**

### **1. Project Administrative Issues**

- a. **Complete Project.** The successful Bidder shall be responsible for providing all materials, labor, equipment and services necessary to fulfill the requirements of this RFB. It is the intent of this RFB and related agreement to describe a functionally complete project.
- 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 will only be reduced/increased after the price change is reviewed and authorized by the City of Visalia Change Order Committee.

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

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

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

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

- 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 Change Order Committee before agreeing to extra work requested by the Contractor. In the instances where it is necessary for the work to be done immediately, the Project Manager may authorize the work prior to taking the additions to the Change Order Committee. Payment for approved Extra Work shall be as agreed to in writing by the Project Manager prior to the Extra Work being

completed or the Change Order Committee shall approve an increase in a Change Order issued after the Extra Work is completed. No additional payment is due for unauthorized Extra Work.

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

- e. Removal of Obstructions. Contractor shall remove and dispose of all structures, debris or other obstructions of any character required for completion of the project. Any temporarily removed or relocated items shall be replaced.
- f. Clean Up. Prior to acceptance and final payment, Contractor shall clean up the site of work, and any areas occupied by Contractor in connection with the project.

## 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 materials, work performance, rate of progress of work, interpretation of drawings and specifications, and all questions related to fulfillment of the contract for the project. Project Manager shall not have control over acts or omissions of the Contractor, Subcontractors, their agents or employees.
- b. Contractor/Contractor's Superintendent. Contractor shall bear all responsibility for, and have all control over, the construction means, methods, techniques, sequences, procedures and safety precautions or programs related to the project. Contractor may designate a superintendent.
- c. Labor
  - (1) Workmanship. Workmanship shall be equal to the best general practice of modern day auto mechanic shops and good construction practice.
  - (2) Qualification. Contractor shall ensure that each employee who works on this project is qualified to perform their assigned duty in a safe manner.
- d. Control of Materials:
  - (1) Source of Supply and Quality of Materials Guarantee. All materials, parts and equipment supplied by the Contractor shall be new and of a quality equal to that specified. Materials which become unfit for use shall not be used for the project.

## 3. Legal Responsibilities.

- a. It is the responsibility of Contractor to comply with all local, state, and federal laws and regulations which apply to this project. This includes, but is not

limited to, compliance with Uniform Building, Plumbing, Mechanical, Electric, and Fire Codes. Contractor shall provide a safe working environment in compliance with the Occupational Safety and Health Act, and California Health and Safety Codes. Additionally, Contractor shall secure all necessary permits, licenses, and similar requirements to carry out the project. Contractor shall comply with all applicable labor laws, and ensure against discrimination.

- b. 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.

## **X. 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, color, national origin, ancestry, disability, gender or religion 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. Any Bids received after the Closing Date shall be returned, unopened, to the Bidder, provided the request number, opening date, and Bidder's return address are on the envelope.
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 straightforward, 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 site, specifications, plans, and other contract documents and by any other means as they believe necessary, as to the actual physical conditions, requirements, and difficulties under which the project must be performed. The submission of a Bid shall be conclusive evidence that the Bidder has investigated, and is satisfied as to the conditions encountered, as to the character, quality, and quantities of work to be performed, and the materials to be furnished, and as to the requirements of the RFB and the City. No allowance shall subsequently be made because of lack of such examination or knowledge.

21. 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.
22. 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.
23. 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.
24. Contractor shall comply with the "Subletting and Subcontracting Fair Practices Act" contained in California Public Contract Code sections 4100-4114.
25. The City of Visalia is not liable for any costs incurred by Bidder in responding to this Request for Bid.

**X. 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 on the project.
4. Contractor and certain Subcontractors may substitute securities for payment withheld by City in accord with the provisions in Cal. Public Contract Code Section 22300, unless waived.

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

**EXHIBIT "A" TO RFB**

**BID FORM**

**RFB NO. 17-18-80**

**Project: TRANSIT MAINTENANCE TURNOVER AUDIT**

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 17-18-80 dated: \_\_\_\_\_, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor appurtenances and incidentals required for the above stated project as set forth in the RFB, including all Exhibits and related contract documents therefor, and to perform all work in the manner and time prescribed therein.

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

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

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

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

BIDDER shall pay the City LIQUIDATED DAMAGES in the amount of two hundred dollars (\$1,000) a day for each calendar day the project is delayed beyond the "TIME OF COMPLETION DATE".

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



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Note:

All names must be typewritten under written signature.

All Addresses must be complete with street number, city, state and zip code.

**SUBCONTRACTORS**

Pursuant to the provisions of Sections 4100 through 4113 inclusive, of the Public Contract Code of the State of California (the "Subletting and Subcontracting Fair Practices Act"), the undersigned hereby designates below for the project, opposite various portions of the work, the names and locations of the places of business of each subcontractor who will perform work or labor in an amount in excess of one-half of one percent (1/2 of 1%) of the of the total bid. All work not listed below shall be performed by the undersigned BIDDER. It is understood that the BIDDER, if awarded the contract, shall not substitute any subcontractor in place of the subcontractors herein designated without the approval of the Project Manager.

<u>Name</u>	<u>Location</u>	<u>Type of Work</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**CONTRACTOR'S LICENSE INFORMATION**

State Contractor's License No.: \_\_\_\_\_

License Classification: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

City of Visalia Business Tax Certificate No.: \_\_\_\_\_

(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.

Federal Tax I.D. No.: \_\_\_\_\_

**REFERENCES**

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

<u>Company Name</u>	<u>Address</u>	<u>Tel. No.</u>	<u>Contact</u>

**DESIGNATION OF SURETIES**

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

<u>Company Name</u>	<u>Address</u>	<u>Tel. No.</u>	<u>Type</u>

**EXHIBIT "B-1"  
TO RFB**

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

**To Accompany Bid Form**

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

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

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

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

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

Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signing Official: \_\_\_\_\_

Title of Signing Official: \_\_\_\_\_

Date: \_\_\_\_\_

Company Seal:

**EXHIBIT "B-2"**

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

**To Accompany Bid Form**

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: \_\_\_\_\_

Business Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signing Official: \_\_\_\_\_

Title of Signing Official: \_\_\_\_\_

Date: \_\_\_\_\_

Company Seal:

**EXHIBIT "B-3"**

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

**To Accompany Bid Form**

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: \_\_\_\_\_

Name of Signing Official: \_\_\_\_\_

Title of Signing Official: \_\_\_\_\_

Date: \_\_\_\_\_

Company Seal:

**EXHIBIT "B-4"**

**SUSPENSION AND DEBARMENT REQUIREMENTS FOR  
ALL CONTRACTS OVER \$25,000  
44 CFR 570.609**

**To Accompany Bid Form**

The BIDDER certifies, by submission of this proposal, that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the BIDDER or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this RFB.

Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signing Official: \_\_\_\_\_

Title of Signing Official: \_\_\_\_\_

Date: \_\_\_\_\_

Company Seal:

**EXHIBIT "B-5"**

**CLEAN AIR AND WATER POLLUTION CONTROL CERTIFICATION**  
**(AIR 42 U.S.C. § 7401 et seq., 40 CFR Part 15.61, 49 CFR Part 18;**  
**WATER: 33 U.S.C. § 1251)**

**To Accompany Bid Form**

BIDDER agrees that any facility to be used in the performance of the contract, or to benefit from the contract, is not listed on the Environmental Protection Agency List of Violating Facilities.

BIDDER also agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. relating to the inspection, monitoring, entry, reports and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder.

BIDDER agrees that as a condition for award of the contract, the BIDDER will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of, or benefit from, the contract is under consideration to be listed on the EPA List of Violating Facilities.

Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signing Official: \_\_\_\_\_

Title of Signing Official: \_\_\_\_\_

Date: \_\_\_\_\_

Company Seal:



**EXHIBIT "B-7"**

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

**To Accompany Bid Form**

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:

**EXHIBIT "B-8"**

**WAIVER OF PROVISIONS FOR SUBSTITUTION OF SECURITIES UNDER  
SECTION 22300, CALIF. PUBLIC CONTRACT CODE**

**To Accompany Bid Form (Optional)**

As authorized by Section 3513 of the California Civil Code, the undersigned BIDDER hereby acknowledges having read Section 22300 of the Public Contracts Code and waives its rights to substitute securities as provided therein.

SECTION 22300. PERFORMANCE RETENTIONS: PROVISIONS FOR SUBSTITUTION OF SECURITIES; ESCROW AGREEMENT.

Section 22300 generally allows for Contractor to substitute securities listed in Gov. Code Section 16430 for money withheld by a public agency to ensure performance, except when financing is provided by Farmers Home Administration of the U.S. Department of Agriculture (7 U.S.C. § 1921, et seq.) and where federal regulations or policies, or both, do not allow the substitution of securities. The substitution is then deposited with the public agency, or a state or federally chartered bank in this state as the escrow agent. The BIDDER is the beneficial owner of any securities substituted for money withheld and shall receive any interest thereon.

This option must be made available to Subcontractors performing more than 5% of the Contractor's total bid if Contractor elects to substitute. Contractor shall not require Subcontractor to waive this opportunity.

Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signing Official: \_\_\_\_\_

Title of Signing Official: \_\_\_\_\_

Date: \_\_\_\_\_

Company Seal:

**EXHIBIT "B-9"**

**CERTIFICATION OF ANTI-KICKBACK COMPLIANCE CERTIFICATE**  
**(48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 8741; and 40 U.S.C. (c))**

**To Accompany Bid Form**

By submission of a Bid, the BIDDER certifies that it has read the "Anti-Kickback Procedures," contained in the RFB and that neither it nor any of its employees has performed or participated in any prohibited actions, as defined in that provision, relating to the award of the Contract. By commencing performance of the Contract work, the selected BIDDER certifies to Anti-Kickback Compliance.

Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signing Official: \_\_\_\_\_

Title of Signing Official: \_\_\_\_\_

Date: \_\_\_\_\_

Company Seal:

**EXHIBIT "B-10"**

**AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE**

**To Accompany Bid Form**

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

Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signing Official: \_\_\_\_\_

Title of Signing Official: \_\_\_\_\_

Date: \_\_\_\_\_

Company Seal:

**EXHIBIT "B-11"**



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

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

Firm Name: \_\_\_\_\_

Firm Address: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Submitted by: Name \_\_\_\_\_

Date \_\_\_\_\_

**DRUG-FREE WORKPLACE CERTIFICATION**

STD.21 (REV.12-93)

To Accompany Proposal

**CERTIFICATION**

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

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

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

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

**PROJECT AGREEMENT – TRANSIT MAINTENANCE TURNOVER AUDIT**

(City of Visalia Bid No. 17-18-80)

This Agreement, entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2018 [“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 a Corporation with a primary business address of \_\_\_\_\_ and SSN or EIN: \_\_\_\_\_; and

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

**WHEREAS**, CITY desires completion of the Transit Maintenance Turnover Project, which was let to bid on \_\_\_\_\_ as evidenced by Bid No. 17-18-80 and

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

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

**NOW, THEREFORE**, CITY and CONTRACTOR agree as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The indemnification and defense provisions shall survive expiration and termination. In accordance with 24 CFR 85.43, suspension or termination of this Agreement may occur if CONTRACTOR materially fails to comply with any term of the award. Additionally, this Agreement may be terminated for convenience in accordance with 24 CFR 85.44. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:

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

<b>ATTACHMENT NO.</b>	<b>DESCRIPTION OF ATTACHMENT</b>
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements
Attachment 3	City of Visalia Bid 17-18-80 Transit Maintenance Turnover Audit
Attachment 4	CONTRACTOR’s proposal in response to Bid No. 17-18-80

3. CONTRACTOR SCOPE OF SERVICES\*:

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. 17-18-80.

4. CITY COMMITMENTS:

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

TASK	COMPLETION DATE
Pay Contractor as work is completed and invoiced	

5. 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.

Compensation per ton:	not to exceed bidders stated bid prices
Source of Funds:	Local Revenues
Payment Schedule:	Pay as work is completed and invoiced

**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

**ATTEST:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**Approved as to Form**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

City Attorney

**CITY OF VISALIA**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Risk Manager

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Project Manager

**Attachment 1**  
**GENERAL CONTRACT PROVISIONS**

- A. Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- B. Prohibition of Assignment:** Neither party shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- C. Dispute/Governing Law:** Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California, after following the procedures contained in California Public Contract Code Section 20104, et. seq. related to Resolution of Construction Claims.
- D. Notices:** Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONTRACTOR, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

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

CONTRACTOR  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

- E. Third Party Claims(s):** Pursuant to Cal. Pub Contracts Code Section 9201(6), CITY will timely notify CONTRACTOR of the receipt of any third-party claim relating to the Agreement.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.

**K. Guarantees and Warranties:**

1. IN GENERAL: All guarantees and warranties specifically called for by the specifications and/or this Agreement shall expressly run to the benefit of the CITY.
2. ONE YEAR GUARANTEE: Besides guarantees required elsewhere, CONTRACTOR shall and hereby does guarantee the project work for a period of one year after the date of acceptance by CITY.
3. WARRANTIES: Warranties required by the Invitation to Bid or this Agreement shall commence on the date of acceptance of the work by CITY, unless otherwise provided in a Certificate of Substantial Completion.

CONTRACTOR warrants that the materials and equipment furnished under the Agreement will be new and of recent manufacturer unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in conformance with the Agreement. Work that does not conform may be considered defective. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

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

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

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

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

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

- L. 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.
  
- M. Headings:** Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.
  
- N. 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.
  
- O. Time is of the Essence:** Time is of the essence in the performance of the construction anticipated by this Contract.
  
- P. Liquidated Damages:** CITY AND CONTRACTOR ACKNOWLEDGE AND AGREE THAT TIME IS OF THE ESSENCE FOR THIS PROJECT. THEREFORE, FOR EACH DAY THE PROJECT IS DELAYED BEYOND THE AGREED COMPLETION DATE OF THAT STATED IN PROJECT TIMELINE, IT WOULD BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE EXTENT OF THE DETRIMENT TO CITY. THE PARTIES HAVE DETERMINED AND AGREED THAT THE ACTUAL AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY CITY AS A RESULT OF ANY SUCH DELAY IS THE SUM OF ONE THOUSAND DOLLARS (\$1000.00) PER DAY, WHICH IS A REASONABLE ESTIMATE OF THE AMOUNT OF SUCH DAMAGES. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO CITY PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. CITY HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. CITY AGREES THAT THESE LIQUIDATED DAMAGES SHALL BE IN LIEU OF ANY OTHER MONETARY RELIEF OR OTHER REMEDY FOR DELAY, INCLUDING, WITHOUT LIMITATION, SPECIFIC PERFORMANCE, TO WHICH CITY MIGHT OTHERWISE BE ENTITLED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY, AND SHALL BE CITY'S SOLE AND EXCLUSIVE RIGHT AND REMEDY, EXCEPT THAT CITY MAY TERMINATE THE AGREEMENT.

CITY \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

**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