



**CITY OF VISALIA  
REQUEST FOR BID ("RFB")**

**RFB NO. 25-26-20**

**ANNUAL CONTRACT FOR LION V-FORCE  
STRUCTURAL FIREFIGHTING TURNOUT GEAR**

**BIDS DUE NO LATER THAN 2:00 PM ON THURSDAY, JUNE 11, 2026**

*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.*

Ad Dates: May 13, 2026  
May 20, 2026

RFB NO. 25-26-20  
Annual Contract for LION V-Force Structural Firefighting Turnout Gear  
(Fire Department)

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**A. BID FORM**

**B. CERTIFICATIONS, AFFIDAVITS, ASSURANCES, STATEMENTS, WAIVERS, AND QUESTIONNAIRES WHICH MUST ACCOMPANY BID FORM**

- B-1. Non-Collusion Affidavit
- B-2. Worker’s Compensation Insurance Certificate
- B-3. Americans with Disabilities Act Compliance Certificate
- B-4. Ownership Disclosure
- B-5. Drug-Free Workplace Certificate
- B-6. Iran Contracting Act Statement

**C. SAMPLE PROJECT AGREEMENT WITH ATTACHMENTS  
ATTACHMENT 1 - GENERAL CONTRACT PROVISIONS  
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## **I. DEFINITIONS**

For the purposes of RFB NO. 25-26-20, 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. 25-26-20.

## **II. INTRODUCTION**

The City of Visalia Purchasing Division is soliciting bids to establish an annual contract for the supply of structural firefighting protective clothing, including turnout coats and turnout pants, for use by the Fire Department. The successful bidder shall provide all materials, equipment, and services necessary to meet the requirements of this Invitation to Bid upon receipt of the City's Notice to Proceed.

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.

In an effort 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.

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

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

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.

### 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:** Annual Contract for LION V-Force Firefighting Turnout Gear  
RFB NO. 25-26-20

**Deadline:** 2:00 pm on Thursday, June 11, 2026

Delivery of Bid: When sending a bid via FedEx, UPS, etc., it is the responsibility of the Bidder to ensure that the bid is received during open office hours. Office Hours are 7:30 am – 5:00 pm Monday through Thursday. We are closed on Fridays and major holidays. Bids are not delivered or received when the office is closed.

The City utilizes an outside service for delivery and sorting incoming mail, and therefore, mailing a bid via U.S. Mail is not recommended, as there could be a delay in receiving bids by the deadline. Bids must be received prior to the deadline. The City will not accept a postmark as evidence of delivery.

Night Drop Box: If delivering a bid after hours, a Night Drop Box is located at Visalia City Hall, 707 W. Acequia Avenue, Visalia, CA 93291. Enter the west parking lot of the building off of Stevenson Street. The Drop Box is labeled "Night Drop" and is located on the building across from the bicycle racks. The Night Drop Box should only be utilized if City Offices are closed. The Night Drop Box is checked prior to the bid deadline.



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 that are not accompanied by the required completed forms.
5. Inquiries: All questions regarding this bid document must be directed to the Visalia Purchasing Department at 559-713-4334. To prevent misinterpretations, all technical questions must be submitted in writing via email to [purchasing@visalia.gov](mailto:purchasing@visalia.gov)

***Deadline for submitting questions: no later than June 3, 2026.***

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

LION V-Force Structural Firefighting Turnout Gear

##### **PURPOSE**

The City of Visalia is soliciting bids from qualified vendors to establish an annual contract for the supply of structural firefighting protective clothing consisting of turnout coats and turnout pants for use by the Fire Department.

The City has standardized its protective clothing program on turnout gear manufactured by LION. Accordingly, the City is requesting LION brand turnout gear that meets or exceeds the specifications described in this solicitation.

The specifications contained in this solicitation represent the Visalia Fire Department's current operational configuration for structural firefighting protective clothing. The detailed material requirements, construction features, and functional components described below are intended to ensure consistency with the department's existing protective ensemble program.

Vendors shall provide pricing for both turnout coats and turnout pants. These items may be ordered individually and will not necessarily be purchased as a complete set.

Quantities of turnout gear to be purchased under this contract are not known at this time and will be ordered on an as-needed basis. The City does not guarantee any minimum purchase quantity.

##### **REQUIRED TURNOUT GEAR**

Turnout Coat Model: **LION V-Force Bi-Swing Turnout Coat**

Turnout Pant Model: **LION V-Force Turnout Pant**

All products must provide construction, protection levels, durability, and compatibility with existing department gear.

Turnout coats shall incorporate a bi-swing design allowing enhanced upper-body mobility and shall be approximately 32 inches in length.

Turnout pants shall incorporate a boot-cut leg design to accommodate structural firefighting boots.

##### **MATERIAL REQUIREMENTS**

Turnout gear shall include materials that meet or exceed the following:

- **Outer Shell:** PBI Max, approximately 7 oz. outer shell fabric (natural color) or equivalent high-temperature resistant outer shell designed for structural firefighting environments
- **Moisture Barrier:** CROSSTECH® moisture barrier laminated membrane system for a breathable moisture barrier providing protection against bloodborne pathogens and liquid penetration
- **Thermal Liner:** Nomex/Kevlar spunlace thermal liner system with quilted insulation and moisture management technology, or equivalent NFPA-compliant thermal liner system providing protection against heat transfer and thermal exposure.

Thermal liner systems shall be fully removable to allow inspection, maintenance, and cleaning.

Moisture barriers shall be integrated with the liner system and designed to maintain protection against liquid penetration and bloodborne pathogens.

Outer shell, moisture barrier, and thermal liner systems shall collectively meet or exceed NFPA 1971 performance requirements.

All materials must provide equal or greater protective and durability performance characteristics.

### **CERTIFICATION LABELING**

Each turnout garment shall include permanent labeling indicating:

- Manufacturer name
- Date of manufacture
- NFPA 1971 certification label
- Care and maintenance instructions

### **REQUIRED FEATURES**

Turnout coat and pants shall include, at a minimum, the following features:

- Integrated Drag Rescue Device (DRD) accessible for emergency firefighter rescue
- High visibility reflective trim compliant with NFPA requirements
- Reinforced knee panels
- Reinforced elbow panels
- Removable moisture barrier and thermal liner
- Radio pocket
- Flashlight holder
- Adjustable suspenders for turnout pants
- Wristlets with a moisture barrier interface
- Storm flap closure system
- Removable name panel and department identification panel
- Corrosion-resistant hardware and closures suitable for firefighting environments

### **COAT CONSTRUCTION FEATURES**

Turnout coats shall also include:

- 3-inch high-visibility reflective trim in a ventilated triple trim configuration compliant with NFPA visibility requirements
- Magnetic storm flap closure system covering a front zipper closure
- Nomex wristlets with integrated thumb loops
- Split collar design lined with moisture barrier material
- Reinforced shoulder caps
- Poly-coated aramid cuff reinforcements

Coat pockets and accessory features shall include:

- Combination turnout pocket and handwarmer pocket assemblies
- Chest-mounted radio pocket with antenna notch
- Flashlight holder strap and flashlight retention strap
- Dual microphone tabs located on the upper chest area
- Interior liner inspection opening

### **PANT CONSTRUCTION FEATURES**

Turnout pants shall include:

- Poly-coated aramid reinforced knee panels with internal padding
- Reinforced pant cuffs with kick-shield protection
- Kevlar belt with quick-release buckle system
- Suspender attachment system integrated into the waistband

- Belt loops shall be rescue-rated or provide equivalent strength suitable for firefighter rescue operations.

Pant pockets shall include:

- Full bellow utility pocket on the right thigh
- Full bellow utility pocket on the left thigh
- Radio pocket located near the right hip area

All pockets shall incorporate reinforced stitching and protective lining materials suitable for firefighting environments.

### **COMPLIANCE REQUIREMENTS**

All turnout gear provided under this contract shall:

- Meet or exceed the requirements of the **current edition of NFPA 1971 – Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting**
- Be new and unused
- Include third-party certification labeling verifying NFPA compliance
- Be designed specifically for structural firefighting operations
- Be manufactured within twelve (12) months of delivery

### **SIZING AND FITTING**

Turnout gear shall be available in both men's and women's sizing configurations. The vendor shall provide turnout gear designed to properly fit both male and female firefighters, including gender-specific sizing and tailoring where available from the manufacturer.

Sizing must be conducted using a fit-kit (actual sample gear) rather than tape measurements alone to ensure proper mobility, fit, and safety.

Both men's and women's turnout gear shall meet the same material specifications, performance requirements, and NFPA 1971 compliance standards identified in this solicitation.

The successful bidder shall provide a factory-trained representative to conduct on-site professional sizing for all personnel.

Any garments incorrectly sized due to vendor measurement error shall be replaced at no additional cost to the City.

Sizing records shall be maintained by the vendor to facilitate future replacement orders.

### **DELIVERY**

Delivery shall occur **within 120 calendar days following completion of measurements unless otherwise approved by the City.**

All shipping, freight, and delivery costs shall be included in the bid price.

### **WARRANTY**

Vendor shall provide warranty coverage for:

- Workmanship
- Outer shell
- Moisture barrier
- Thermal liner

Warranty periods shall be consistent with standard manufacturer warranties for structural firefighting protective clothing.

### **REPAIR SERVICES**

Vendor shall identify whether NFPA-compliant repair services are available for the turnout gear supplied under this contract and provide a description of those services if offered.

Repairs shall comply with NFPA 1851 where applicable.

### **SYSTEM COMPATIBILITY**

The Fire Department currently operates with structural firefighting protective clothing manufactured by **LION**.

In order to maintain operational consistency, maintenance procedures, training familiarity, and compatibility with existing replacement components, turnout gear provided under this contract shall be LION V-Force, which is compatible with the Visalia Fire Department's current protective ensemble system.

### **SAMPLE EVALUATION**

The City reserves the right to request a turnout coat and pant sample prior to award for verification of materials, construction quality, fit, and compatibility with existing department-issued gear.

Failure to provide a sample upon request may result in the bid being deemed non-responsive.

### **BASIS OF AWARD**

Award will be made to the lowest responsive and responsible bidder based on the total evaluated price consisting of one turnout coat and one turnout pant meeting the requirements of this solicitation.

Vendors shall provide separate pricing for turnout coats and turnout pants. For the purpose of bid evaluation, the City will calculate a total evaluated price by combining the unit price of one turnout coat and one turnout pant.

The Fire Department may purchase turnout coats and turnout pants individually based on operational needs. The City does not guarantee that coats and pants will be ordered as a complete set.

Pricing shall include all components required for a fully functional turnout gear set, including, but not limited to:

- Turnout coat
- Turnout pant
- Suspenders
- Drag Rescue Device (DRD)
- Reflective trim
- Identification panels
- All required pockets and reinforcements
- Any standard manufacturer components necessary for full NFPA compliance
- Freight, shipping, and delivery

The City reserves the right to verify that all required features and components are included in the bid price when determining responsiveness.

## **POST-DELIVERY ADJUSTMENTS**

The vendor shall perform minor fit adjustments required after delivery at no additional cost.

## **INSPECTION & ACCEPTANCE**

The City reserves the right to inspect all gear upon delivery. Gear found to be defective or not meeting specifications shall be replaced at no cost to the City.

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

1. Non-mandatory Pre-Bid Meeting. A virtual non-mandatory pre-Bid meeting has been scheduled for Tuesday, May 26, 2026, at 2:00 pm via TEAMS. To obtain the link to join the meeting and/or dial-in number, please email your contact information to [purchasing@visalia.gov](mailto:purchasing@visalia.gov).

Attendance at this meeting is not required to submit a Bid in response to this RFB but is encouraged. Information regarding the project will be provided at that time. 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: Crissy Balderama and/or Shaun Spradling  
Department: Fire

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

1. Bid Opening. Bids shall be opened publicly in the presence of attendees, if any, on June 11, 2026, at 2:00 pm at 707 W Acequia, Visalia, CA, City Hall. The name of each Bidder and the amount of each Bid shall be summarized and 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.
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.

## **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 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.

## **IX. SPECIAL CONDITIONS**

1. Product Issues
  - a. Complete Project/Service Requirement. The successful Bidder shall be responsible for providing all materials, products, equipment, delivery, and/or services necessary to fulfill the requirements of this RFB.
  - b. Product Inspection. The City will have ten (10) working days to inspect products for workmanship, appearance, and conformance to all other requirements of this specification. If deficiencies are detected, the item will be rejected, and the vendor will be required to make necessary repairs, adjustments, or replacements. Payment and/or commencement of a discount period, if applicable, will not be made until the defects are corrected and the product re-inspected and accepted.
  - c. Extra Work. Contractor is prohibited from doing extra work unless authorized by the Project Manager. Payment for approved Extra Work shall be as agreed to in writing.
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. Control of Materials:

- (1) Source of Supply and Quality of Materials Guarantee. All materials, products supplied by the Contractor shall be new and of a quality equal to that specified.
- (2) ~~Equivalent Materials. Trade names or manufacturer's catalog information, where used, are a means of indicating kind, type, design, style, finish, durability, or quality desired and are not intended to exclude or omit the products of any responsible manufacturer, if such products are equal in every respect to those specified. The burden of proof of compliance with the specifications is the responsibility of Contractor. City shall be the sole judge as to the adequacy of any item for substitution.~~  
DOES NOT APPLY TO RFB 25-26-20
- (3) Manufacturer's Directions. Manufactured articles, materials, and products shall be applied and used as directed by the manufacturer.

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.

**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 history, and reputation.
19. All California agencies may purchase off the Proposal submitted at the same prices, terms, conditions, and specifications (piggyback). 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 a 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 specifications 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 the contract based on the lowest combination or combinations of Proposal items and alternate proposed items.
24. Bid Form may specify a line item for sales tax. When the Bid Form does not contain a line item for sales tax and no mention is made in the Vendor Proposal of sales tax, use tax or any other tax, the Bid/Proposal total amount 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 Fire 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. Contract shall begin no later than 15 days from the receipt of the annual contract.
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 the vendor may be adjusted annually at the time of contract renewal and upon mutual agreement of the parties to the contract to allow for price increases or decreases for labor and benefit rates, supplies and materials.

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

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the **U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (CPI-U U.S. City Average, All Items)**. The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period closest to the anniversary month of 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 fifteen (15) 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.

## **XI. 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 in Exhibit "C", Attachment 2. Contractor shall provide evidence of such insurance to City's Purchasing Division prior to commencement of work.
4. Required Bonds: n/a

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"**  
**BID FORM**  
**RFB NO. 25-26-20**

**Project: ANNUAL CONTRACT FOR STRUCTURAL FIREFIGHTING TURNOUT GEAR**

BIDDING FIRM: \_\_\_\_\_

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 25-26-20 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 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, royalties, and fees. All bids will be checked for accuracy. **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) 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, said Purchasing Division may proceed to award the contract to others.

BIDDER agrees to commence the work only after the contract is fully executed and Notice to Proceed and/or City Purchase Order 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.

LOWEST BIDDER will be determined by the lowest total evaluated bid amount. Award, if made, will be to the Lowest Bidder whose bid is deemed by the City to be both responsive and responsible and complies with the specifications in RFB 25-26-20.

Bid Award shall be based on the Lowest Total Bid Amount submitted by responsive Bidder whose bid meets all requirements. 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 a portion of the work, as the City deems necessary or advisable, at the prices Bid.

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



(1) If the BIDDER is an individual, enter name here in style used in business; if a joint venture, exact name of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a corporation, the exact name of the corporation.

(2) If BIDDER is other than an individual, identify here its character, i.e., joint venture, partnership, corporation, including the state of incorporation. If BIDDER is an individual operating under a trade name, state "an individual dba (trade name in full)".

(3) State on this line, the address to which all communications and notices regarding the Bid Proposal, and any contract awarded thereunder, are to be addressed.

(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.

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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.

**CONTRACTOR'S PERMIT INFORMATION**

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 two years.

<u>Company Name</u>	<u>Address</u>	<u>Tel. No.</u>	<u>Contact</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

**DESIGNATION OF SURETIES**

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

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

**EXHIBIT "B-1"**

**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:

**EXHIBIT "B-2"**

**WORKERS' COMPENSATION INSURANCE COMPLIANCE  
(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-3"**  
**AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE**

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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-4"

OWNERSHIP DISCLOSURE AND CALIFORNIA LEVINE ACT STATEMENT

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

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

OWNERSHIP DISCLOSURE

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

Address

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

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also know as the "Levine Act," can prohibit members of the Visalia City Council from participating in any action related to a contract if he or she receives any political contributions totaling more than \$500 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 \$500 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract? YES:\_\_\_\_\_ NO:\_\_\_\_\_. If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Council Member(s) Name

Date of Contribution(s)

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

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

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

Signature of Company Authorized Individual

Print or Type Name of Authorized Individual

**EXHIBIT "B-5"**  
**DRUG-FREE WORKPLACE CERTIFICATION**

STATE OF CALIFORNIA  
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 OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code) (    )
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

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

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

**EXHIBIT "B-6"**  
**IRAN CONTRACTING ACT CERTIFICATION**

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(Public Contract Code Section 2200 et seq.)  
(Complete and submit with response)

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 Consultants from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,00 over the life of the contract (up to 5 years).

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Agency Name: \_\_\_\_\_

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

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

**(Sample)EXHIBIT “C” for use in RFB and as contract  
ANNUAL CONTRACT TO PROVIDE LION V-FORCE STRUCTURAL FIREFIGHTING TURNOUT GEAR  
(City of Visalia Bid No. 25-26-20)**

This Agreement entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2026 [“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 of Visalia reviewed and evaluated responses to RFB No. \_\_\_\_\_, Annual Contract for Structural Firefighting Turnout Gear hereinafter referred to as the “Project” and determined to award contract to CONTRACTOR for the service; 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 initial contract term shall be for a twelve (12) month period and shall, at the City’s option and with the consent of the CONTRACTOR, be extended annually thereafter for four (4) consecutive one-year periods. Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:

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

<b>ATTACHMENT NO.</b>	<b>DESCRIPTION OF ATTACHMENT</b>
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements
Attachment 3	City of Visalia Bid 25-26-20, Annual Contract for LION V-Force Structural Firefighting Turnout Gear
Attachment 4	CONTRACTOR’s bid in response to Bid No. 25-26-20

3. 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 the Scope of Services in Bid No. 25-26-20

4. CITY COMMITMENTS:

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

<b>TASK</b>	<b>COMPLETION DATE</b>
Pay Contractor as work is completed and invoiced	As requested by Contractor

5. COMPENSATION:

CITY shall pay CONTRACTOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay not more than the amount listed below 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.

6. CONTRACT PRICE ADJUSTMENTS:

All prices shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. Prices may be adjusted annually at time of contract renewal and upon mutual agreement of the parties.

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

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the **U.S. 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 anniversary date of 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.

Total Compensation:	Not to exceed Contractor's stated bid prices
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:

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

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

- D. Independent Contractor:** It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time CITY employees.
- E. Jurisdiction/Venue/Waiver Of Removal:** This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONTRACTOR hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- F. Integration/Modification:** This Agreement and each of the documents and exhibits or attachments referenced herein, which are incorporated by reference, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the parties, unless otherwise explicitly authorized.
- G. Conflict With Law:** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- H. Indemnification:** The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR's performance of this Agreement, except claims arising from the concurrent or sole negligence of the CITY or its officers, agents or employees. The CONTRACTOR will indemnify, hold harmless, and defend (at CITY's option) the CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of the CONTRACTOR's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents, or employees.
- I. Guarantees and Warranties:**
  - 1. IN GENERAL:** All guarantees and warranties specifically called for by the specifications and/or this Agreement shall expressly run to the benefit of the CITY.
  - 2. ONE YEAR GUARANTEE:** Besides guarantees required elsewhere, CONTRACTOR shall and hereby does guarantee the project work for a period of one year after the date of acceptance by CITY.

3. **WARRANTIES:** Warranties required by the Invitation to Bid or this Agreement shall commence on the date of acceptance of the work by CITY, unless otherwise provided in a Certificate of Substantial Completion.

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

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.

- 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. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**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. **Professional Liability Insurance Coverage**, in an amount not less than One Million Dollars (\$1,000,000)
  - c. **Comprehensive Automobile Liability Coverage** 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.
  - d. **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