CITY OF VISALIA
REQUEST FOR PROPOSAL
RFP #07-08-25

Request for Proposal (RFP) for Downtown Mixed-Use Development At Acequia & Conyer

Proposer Conference: On Wednesday, November 14, 2007, a conference will be held at 707 W Acequia Avenue, Visalia, California, at 10:00 a.m. The City will review both the East Downtown Strategic Plan and the Infrastructure and Master Plan at this conference. This is an opportunity to ask questions regarding the project and the Request for Proposal requirements.

Submittal: One (1) unbound original plus ten (10) bound copies must be received on or before: 3:00 p.m. on Wednesday, December 7, 2007.

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

Mark envelope: RFP No. 07-08-25
Mixed-Use Development

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

INQUIRIES:

Direct questions for clarification of this bid document to Purchasing Division (559) 713-4334, or Fax (559) 713-4802, or email purchasing@ci.visalia.ca.us. All questions must be received on or before November 30, 2007.
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I. DEFINITIONS

For the purposes of this RFP NO. 07-08-25, 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. “Respondent”, “Vendor”, “Proposer”, “Consultant”, “Contractor” and “Subrecipient” are used interchangeably throughout this invitation to mean the person, firm, or corporation or other entity submitting a proposal in response to the Request for Proposals.
4. “Bid” and “Proposal” are used interchangeably to mean an individual’s or entity’s offer in response to this Request for Proposal.
5. “RFP” means Request for Proposal No. 07-08-25.

II. INTRODUCTION

The City of Visalia, founded in 1852, boasts the healthiest and most vibrant downtown in the San Joaquin Valley. It is also the “Gateway to the Sequoias”, just forty minutes east on Highway 198 (from Sequoia National Park). Its two major anchors: Kaweah Delta District Hospital (employs approximately 2,128 workers downtown) and the City of Visalia serve as major attractions to the Downtown. The Hospital serves the greater Tulare County area supporting more than 150,000 residents. There are a wide variety of restaurants, cafes, boutiques, banks, and other retail and commercial services to support the surrounding community. The other notable institutional use in the area includes: the County Offices and Court House (Visalia serves as the County Seat for Tulare County).

Over the past few years, there’s been significant growth in the Downtown area. In order to support the major expansion of Kaweah Delta District Hospital ($120 million under construction), the City constructed a 700 space parking structure along Acequia Avenue. Additionally, along the eastern end of the corridor, the City constructed a 431 space parking garage directly across from City Hall East. This garage has served to support the successful Regal Cinemas (10 screens), Comfort Inn Suites, and a host of new retail and office developments in and around Acequia, Bridge, Main and Church Streets. Downtown has experienced a great deal of office growth and continues to support both medical-related, professional, financial, and real estate oriented offices.

This Request for Proposal is being issued by the City of Visalia Purchasing Division. Unless otherwise directed, all communications regarding this Request for Proposals should be directed to the Purchasing Division, at (559) 713-4334 or via email at purchasing@ci.visalia.ca.us.

Any revisions to the Request for Proposals will be issued and distributed as addenda. Proposers are encouraged to submit any questions or items for clarification in writing to the above mentioned persons.

The following documents are available for your review on the City’s website @ www.ci.visalia.ca.us or by contacting the Purchasing Department: Aerial highlighting the Development Site and adjacent uses (City Hall and Kaweah Delta District Hospital), planned office zones and development standards (City’s Zoning Ordinance), Kaweah Delta Health Care District Hospital Master Plan, map of downtown, zoning map for downtown, Parking In-Lieu District Boundaries, Section 17.30.190 Development Standards-Design District D (City’s Zoning Ordinance), and the Miki Park Site Plan.
III. THE PROJECT

A. Purpose, Objective and Services to be provided.

The City of Visalia invites interested developers to submit a proposal in response to this Request For Proposals (RFP) to purchase this 12,474 square foot site for private development consistent with the terms of this RFP. The site is ideally suited to support a mix of residential/office uses. Although the parcel may support minimal parking on-site, the City owns a 200 space parking lot which is immediately south of the site. Parking permits can be pursued through the City’s Public Works Department. Additionally, the City has a Parking In-Lieu District (Zone A) which enables property owners to fulfill one hundred percent (100%) of the required parking offsite through the payment of in-lieu fees. The current in-lieu fee in this area is approximately $3,600 per space. This is a one-time fee.

It is important to note that the City seeks to establish a more urbanized pedestrian-oriented environment in the area. The City is in the process of preparing a Master Plan for this area in order to establish a vision for this strategic two-block area. The RRM Design Group of San Luis Obispo has been retained to prepare the Master Plan.

The proposed development site immediately abuts a privately developed two-story professional office building which is approximately 30,000 square feet, a city parking lot situated immediately south of the site, the City Hall West Complex situated ½ block to the east along Acequia and the expanding Kaweah Delta District Hospital located two blocks east of the proposed development site. The site enjoys a very attractive pedestrian environment along Acequia; and excellent freeway access along Mineral King (Highway 198). The Acequia Corridor is home to many professional office buildings and businesses involved in the professions of financial, medical, legal, insurance and real estate services.

Key Features of the Development Site Include:

- Size of Parcel: 12,474 square feet
- Current Use: Temporary parking lot which is paved
- Height Limit: 100 feet maximum
- Parking: None on site presently; site falls within the City’s Zone A of the Parking In-Lieu District (owner/developer may fulfill parking requirements by paying in-lieu fees for up to 100 percent of the parking). Developer may also pursue permit parking from the City for a monthly fee in an immediately adjacent parking lot south of the site.

Acquisition Terms

- Appraisal. Upon selection of a development team to commence negotiations for the acquisition of the City-owned property, a fair market appraisal will be conducted by the City to determine the sales price;
- Acquisition. The City and development team will negotiate a purchase and development agreement for the property. The closing will not be finalized until the building permits are issued;
- Construction Period. As part of the negotiated development agreement, the developer will be given a certain time period to complete construction of the building.

Development Terms

- Development. The selected developer will construct a minimum 3 story mixed-use or single purpose office building with no less than 30,000 square feet but potentially as much as a seven story building with 70,000 square feet (one hundred foot height maximum). Since there are no setback requirements and required parking on-site, the actual development size will be dependent upon the developer’s design uses, and proposed development format.
- Parking. The City may negotiate permit parking immediately south of the building site or the developer can pay in-lieu fees for either a portion or the entire parking required for the development. The site is located within Zone A of the City’s Parking In-Lieu District which enables
the developer/owner to pay in-lieu fees for up to 100 percent of all required parking with future building tenants utilizing public parking facilities in the immediate vicinity.

- **Mixed-Use.** Developers will be invited to submit proposals which fulfill the following:
  - Residential/office (excellent opportunities to provide housing for hospital employees)
  - Single Purpose Office Buildings. Such a building could support professional/medical services, especially with the growing hospital a few short blocks away and expanding.

- **Design.** The exterior and interior design of the building and materials will be reviewed by City staff. Exterior design will be subject to review and approved by Visalia City Council.

### B. PROPERTY BACKGROUND/LAND USE & ZONING DESIGNATION

The proposed development site is situated in the Central Business District (CBD) Land Use area and falls within the Planned Professional/Administrative Office Zone (P/PA); Design District D (Zoning Ordinance Section 17.30.190). In this zoning district the maximum building height is one hundred (100) feet and there are no setback requirements.

**West Downtown Master Plan**

The City of Visalia has recently engaged the services of RRM Design Consultants to complete a master plan for the area bounded by Acequia (northern boundary) to Mineral King (southern) and from Conyer (western) to Johnson Street (eastern). Over the next six months, the consultants will prepare design concepts and land use options to consider for these properties which are currently occupied by City Hall West, the Police/Fire Administrative Offices, surface parking lots owned by the City, a planned park “Miki Park” in commemoration of the Sister City relationship with Miki, Japanese, and the Mill Creek. The master plan calls for the removal of the existing city hall complex and fire/police administrative offices. Future uses may include medical office, parking, and possibly residential development. The current uses will be relocated further east in Downtown (along Oak Avenue between Tipton and Burke Avenues) within the next 3-5 years. This will open up these two square blocks for potential office/residential uses expanding the ability to deliver medical-related office development to support the expanding Kaweah District Delta Hospital.

### C. PROJECT DATES

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
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<tbody>
<tr>
<td>Pre-proposal Conference at 10:00 a.m.</td>
<td>Nov 14, 2007</td>
</tr>
<tr>
<td>Deadline for RFP questions</td>
<td>Nov 30, 2007</td>
</tr>
<tr>
<td>Proposal due at 3:00 p.m.</td>
<td>Dec 7, 2007</td>
</tr>
<tr>
<td>Proposals reviewed; short list established &amp; notified</td>
<td>Nov 2007</td>
</tr>
<tr>
<td>Interviews with short-listed vendors</td>
<td>Jan 2008</td>
</tr>
<tr>
<td>Award of contract at City Council</td>
<td>Feb 2008</td>
</tr>
<tr>
<td>Building design and review as well as other pre-construction, environmental, an entitlement issues should be completed. Estimated to be 3-6 months.</td>
<td>Nov 2008</td>
</tr>
<tr>
<td>Projected construction start date</td>
<td>Feb 2009</td>
</tr>
<tr>
<td>Projected construction completion date (based on vendor negotiation)</td>
<td>Mar 2010</td>
</tr>
</tbody>
</table>

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

### IV. PROPOSAL CONTENT AND FORMAT REQUIREMENTS

The following are proposal requirements. Respondents are requested to organize their proposal into sections with tabs corresponding to the listed selection criteria as follows. You must answer the following
questions in the same sequence as below. A screening committee will evaluate the completeness of the response to the RFP.

A. General Information

- Lead Firm Name, address, telephone number and fax number.
- Project Representative or other person to contact for clarification of any item contained in the proposal. Include telephone and fax numbers if different from above.
- Specify type of organization (individual, partnership or corporation) and if applicable indicate whether you are: (a) Small Business, (b) Disadvantaged Business, or (c) Minority and/or women owned Business.
- Provide your Federal Tax ID Number and City of Visalia Business Tax Certificate Number if you possess one. Prior to conducting business in the City of Visalia, a business tax certificate number (license) will need to be obtained.
- Provide surety information for all sureties – General and Automobile Liability, E/O and Worker’s Compensation and include with Proposal.

B. Proposed Project Approach
Summarize your approach and understanding of the project and any special considerations of which the City of Visalia should be aware. Indicate clearly, the levels of participation you will expect from the City of Visalia staff. The contents of this section shall be determined by the proposer, but should demonstrate an understanding of the special characteristics of the project.

This section shall outline the project and shall consist of:

- Project description. This shall include ground floor square footage and uses and layout of upper floors.
- Site Plan and rendering of proposed building.
- Proposed development schedule.
- Development pro forma
- Construction budget with a Sources and Uses Statement

Any exceptions to the requirements of the RFP should be clearly delineated in this section.

The information in this section will aid the City in the refinement of the scope of work during contract negotiations.

C. Qualifications and Related Experience

1. Qualification and Experience of Development Team

   This section should demonstrate the qualifications of all professional personnel, including architects, general contractors, construction management, engineers, to be assigned to this project by providing resumes and experience summaries describing their education, credentials, license, related experience and their proposed roles for this contract. A lead negotiating team representative and project manager should be designated with their respective credentials provided. Copies of all valid licenses that are required for all professional personnel involved in the project will need to be provided in this section as well.
Note: Developer may not substitute any member of the project team without prior written approval of the City.

2. Related Experience

Include descriptive information concerning the experience of the Development Team. Include information about previous projects that might be comparable (mixed-use buildings), including the size and type of projects. This section shall also include the Development Teams knowledge of the local market and experience developing in the San Joaquin Valley. Development in San Joaquin Valley is not a requirement, however it is preferred.

List the projects in reverse chronological order and provide the following information for each project:

Indicate for each of these projects:

- Name of project
- Project location
- Brief description (type of construction, functional components, special design considerations)
- Name of current owner
- Name of current owner's contact person and telephone number (contact person, who, at the time of RFP submittal, will be employed by the owner)

D. Financial Requirements

- Financial Commitment: Respondents must provide written proof or a Letter of Interest of committed financing from a certified lender for the proposed development.
- Past two years tax returns or financial statements for the principles.
- Include descriptive information and references concerning the proven financing experience of the development firm.

E. Conflict of Interest

This section shall disclose any financial, business or other relationship with the City, its Council, or any member of the City staff that may have an impact on the outcome of the project.

In addition this section shall list current clients who may have a financial interest in the outcome of the project.
V. CONSULTANT SELECTION PROCEDURE

Selection of the successful proposal shall be generally based on the information provided by the Development Teams in response to the Request for Proposals and any subsequent interviews that may be conducted. The process for selection shall occur in the following sequence:

- Review Proposals.
- Establish a “short list” of up to three respondents.
- Interview “short-list” of respondents.
- Identify finalist and present recommendation to the City Council.
- The City Council will make the final determination as to the selection of the developer and the terms of the purchase/development agreement.

A Selection Committee will be formed to evaluate the proposals and to make recommendations to the Visalia City Council. This committee may consist of city employees, members of the community, and/or members of the Council. Names of the Committee members will not be released prior to the time for interviews.

The Committee will review the proposals for format to ensure conformance with the requirements of the RFP and will select finalists to interview with the Committee as a part of the Committee's evaluation process. The City does not guarantee that an interview will take place, thus reserving the right to select a consultant based solely on the information provided in the proposals received in response to the RFP. Should an interview take place, the key personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview.

A. Criteria
The Committee will address the following criteria in evaluation of proposals in order to gauge the ability of the proposer to perform the contract as specified.

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<th>Criteria</th>
<th>As Demonstrated By:</th>
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<td>Development Experience</td>
<td>Minimum of five years experience developing similar scope of projects</td>
</tr>
<tr>
<td>Financing Capacity</td>
<td>Letter of Interest or financing support from a certified lender for the project</td>
</tr>
<tr>
<td>Feasibility of Project</td>
<td>Evidence that the proposed development is feasible from both market and finance perspectives.</td>
</tr>
<tr>
<td>Development Schedule</td>
<td>Development Schedule</td>
</tr>
<tr>
<td>Knowledge of local conditions</td>
<td>Project work in San Joaquin Valley (preferred but not required)</td>
</tr>
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B. Weight of Criteria

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
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</thead>
<tbody>
<tr>
<td>Experience of development team developing mixed-use or office projects</td>
<td>30</td>
</tr>
<tr>
<td>Financing Capacity of development team</td>
<td>30</td>
</tr>
</tbody>
</table>
• Proposed development 30
• Proposed development schedule 10

Prior to the award of contract, the City must be assured that the proposer selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to provide services called for under this contract. If, during the evaluation process, the City is unable to assure itself of the proposer’s ability to perform under the contract, if awarded, the City has the option of requesting from the proposer, any information that the City deems necessary to determine the proposer’s capabilities. If such information is required, the proposer will be notified and will be permitted seven (7) working days to submit the requested information.

C. Background Check
The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

D. Award of Contract
The successful firm will be required to execute a contract with the City of Visalia.

VI. GENERAL CONDITIONS

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

B. Contracting Agency
The contract resulting from this Request for Proposals will be administered by the City of Visalia Administrative Services Department, Purchasing Division.

C. Legal Responsibilities
All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for contracts of this nature whether the same or expressly referred to herein or not.

By submitting a proposal, proposer certifies that he or she will comply with all Federal laws and requirements, including but not limited to Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection and other laws and regulations applicable to government contracts.
D. Permits and Licenses

1. Business License Certificate
Possession of a City of Visalia Business Tax Certificate is not required to submit a proposal in response to this invitation. However, Developer shall be required to possess, at his/her own expense, a valid and current City of Visalia Business Tax Certificate, prior to commencing work. Fee is based on gross receipts for all business transactions in the City of Visalia. For additional information, contact the City of Visalia at (559) 713-4326.

2. Professional License
Consultant is to be licensed in accordance with the California Business and Professions Code and is to possess current professional registration and be licensed to perform work in the State of California.

3. Permits
Consultant shall be required to obtain and maintain at his/her own expense, any and all permits, licenses and certifications issued by any federal, state or local governmental agency, pertaining to, and necessary for providing the services required in this Request for Proposals.

E. Insurance

Indemnification and Insurance
As respects acts, errors, or omissions in the performance of services, CONTRACTOR agrees to indemnify and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against any and all claims, demands, losses, defense costs, liability or consequential damages arising directly out of CONTRACTOR's negligent acts, errors or omissions in the performance of his/her services under the terms of this Agreement; except to the extent those arise out of the negligence of CITY.

CITY agrees to indemnify and hold harmless CONTRACTOR, its officers, employees, and designated volunteers from and against any and all losses, defense costs, liability or consequential damages to the extent arising out of CITY'S negligent acts, errors or omissions in the performance of this Agreement.

As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend (at CITY’s option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONTRACTOR's (or CONTRACTOR’s subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the negligence of CITY.

Without limiting CITY’s right to indemnification, it is agreed that CONTRACTOR shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

- Workers’ Compensation insurance as required by California statutes.
- Commercial general liability insurance with a combined single limit of not less that One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).
• Professional liability insurance coverage, in an amount not less than One Million Dollars ($1,000,000).

• Comprehensive Automobile Liability coverage with a combined single limit of not less that One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

Each insurance policy required by this Agreement shall contain the following clause:

“This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA 93291, with the exception of cancellation for non-payment of premium, in which case ten (10) days notice shall be given”

In addition, the Commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:

“It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy.”

“The City of Visalia, its officers, agents, employees, representatives and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia.”

The successful bidder shall maintain the insurance for the life of the contract. Endorsements are to be received and approved by the City before work commences. Should contractor cease to have insurance as required during any time, all work by contractor pursuant to this agreement shall cease until insurance acceptable to the City is provided.

VI. EXAMINATION OF CONTRACT REQUIREMENTS AND ACCEPTANCE OF PROPOSAL CONTENT

Before submitting a proposal, proposer’s must satisfy themselves by personal examination of the proposal requirements and other contract documents, and by any other means as they may believe necessary, as to the actual conditions, requirements, and difficulties under which the work must be performed and to verify any representations made by the City of Visalia, upon which the offeror will rely.

The submission of a proposal shall be considered conclusive evidence that the proposer has carefully investigated all conditions that affect, or may at some future date affect, the performance of services covered by this solicitation, and is satisfied as to the character, quality, and quantities of work to be performed and as to the requirements of the proposal. Submission of a proposal shall also be evidence that the proposer is familiar with directives that in any way affect prosecution of the work or persons engaged or employed in the work.

No proposer shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for satisfactory performance under the contract. If the proposer receives an award as a result of this Request for Proposals, failure to have made such investigations and examinations will in no way relieve the proposer from its obligations to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for claim whatsoever by the proposer for additional compensation. Any errors, omissions, or discrepancies found in the specifications or other contract documents shall be called to the attention of the City and clarified prior to the submission of proposals.
Should the proposer feel there has been a supplemental or oral modification, it shall be his responsibility to verify said modification in writing prior to submission of the proposal.

The contents of the proposal of the successful proposer shall become contractual obligations if procurement action ensues. Failure to accept these obligations in a contractual agreement shall result in cancellation of award.

**A. WITHDRAWAL OF PROPOSALS**

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals, only by written request for the withdrawal of the proposal filed with the Purchasing Division. The request shall be executed by the proposer or his duly authorized representative. The withdrawal of a proposal does not prejudice the right of the proposer to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

**B. REJECTION OF PROPOSALS**

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

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

**C. AWARD OF CONTRACT**

The award, if made, will be made within one hundred eight (180) days from proposal closing date. Proposer agrees and so stipulates in submitting this proposal, as though stated therein, and in any subsequent award of contract that:

1. Proposer is an independent contractor, not an employee, agent, or officer of the City.

2. Contract, should it be awarded, shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

3. Should proposer be awarded contract, proposer shall not assign contract, or any part thereof, or any moneys due or to become due thereunder, without prior consent of the City.

4. Proposer shall indemnify and hold harmless the City, its officers, officials, employees, and agents from and against all claims, damages, losses, and expenses caused in whole or in part by any negligent act or omission of the proposer, its consultants, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct by the City.

5. Proposer shall hold the City harmless from liability of any nature or kind, including cost and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.

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

D. ASSIGNMENT OF CONTRACT

No assignment by the vendor of the contract or any part hereof, or of funds to be received thereunder, will be binding upon the City unless such assignment had prior written approval and consent of the City. In the event the City gives such consent, the terms and conditions of the agreement shall apply to, and bind the party or parties to whom such work is assigned, sublet or transferred.

E. RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by the proposer of any provisions hereof shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

F. ETHICS IN PUBLIC CONTRACTING

Each proposer, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act by submitting a proposal, the proposer certifies that its proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer in connection with the request for proposal; and that it has not conferred on any public employee, public member or public officer having responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. The proposer further certifies that no relationship exists between itself and the City or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City of Visalia.

Prior to the award of any contract, the potential Consultant may be required to certify in writing to the Purchasing Division that no relationship exists between the proposer and any City employee, officer, official or agent that interferes with fair competition or is a conflict of interest with respect to a contract with the City of Visalia.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names may be rejected. Reasonable grounds for believing that a proposer has interest in more than one proposal for the work solicited may result in rejection of all proposals in which the proposer is believed to have an interest.

G. EQUAL EMPLOYMENT OPPORTUNITY

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

1. Proposer shall comply with all the requirements, when applicable, of the California Fair Employment Practice Commission and provisions of, when applicable, all Federal, State of California, County of Tulare and City of Visalia laws and ordinances related to employment practices.

2. Proposer shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of the proposer. The proposer agrees to post in conspicuous places, visible to the employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

3. Proposer, in all solicitations or advertisements for employees, placed by, or on behalf of the proposer, shall state that proposer is an Equal Opportunity Employer.
H. VENUE
Any contract resulting from this solicitation shall be governed by, and construed in accordance with, the laws of the State of California. Venue for any litigation arising out of the contract will be vested in Tulare County, California.

I. PROPRIETARY INFORMATION
The proposals received shall become the property of the City of Visalia and are subject to public disclosure. Proposal prices and information submitted by proposers will be made available to proposers after City Council has approved award of contract. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the proposer as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as “Trade Secrets”, “Confidential” or “Proprietary” shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may be deemed non-responsive.

J. INCURRING COSTS
The City of Visalia is not liable for any cost incurred by proposers in responding to this Request for Proposals.
NON-COLLUSION AFFIDAVIT
To Accompany Proposal

TO: THE CITY OF VISALIA

The undersigned, in submitting a proposal for performing the following work by contract, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free competition in connection with such contract.

Work to be Done:

RFP: 07-08-25 - Downtown Mixed-Use Development

Proposer’s Name: _______________________________________________________
Signature of Proposer: ___________________________________________________
Title: _________________________________________________________________
Business Address: _______________________________________________________
Place of Residence: _____________________________________________________

Subscribed and sworn to before me this _____ day of _____________________, 20____.
____________________________________________________ Notary Public in and for
the County of ____________________________________________, State of California.
My commission expires: ________________________________________________.
WORKERS’ COMPENSATION INSURANCE CERTIFICATE
To Accompany Proposal

STATE OF CALIFORNIA

CITY OF VISALIA

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

Company: _________________________________________

Business Address: _________________________________________

Signature: _________________________________________

Name of Signing Official: ________________________________________

Title of Signing Official: _________________________________________

Date: _________________________________________

Company Seal:
EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE
To Accompany Proposal

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers’ representative of the contractors’ commitments under Section 202 of Executive order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor’s non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the contractor may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

Certification on Non-Segregated Facilities
The contractor hereby certifies that it does not or will not maintain segregated facilities not permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, gender, national origin or political affiliation.

____________________________  ________________________________  __________
Name of Firm Authorized Signature Date
Ownership Disclosure for Developers, 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 __________________________________________________________