



REQUEST FOR PROPOSALS

Continuum of Care Bonus, DV Bonus and Reallocation

FOR THE

Housing & Career Services

City of Pasadena Purchasing Division

NOTICE REGARDING DISCLOSURE
OF
CONTENTS OF DOCUMENT

All responses to this Request for Proposal (RFP) accepted by the City of Pasadena (City) shall become the exclusive property of the City. At such time as the City Manager recommends a contractor to the City Council, and such recommendation, with any recommended contract appears on the Council agenda, all proposals accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal which are defined by the contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary". Each element of a proposal which a contractor desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

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City of Pasadena
REQUEST FOR PROPOSALS
FOR
Continuum of Care Bonus, DV Bonus and Reallocation

1. REQUEST FOR PROPOSALS

The City is seeking is seeking a qualified nonprofit agency to act as Project Sponsor to apply, as part of the 2018 Continuum of Care (CoC) Competition, for Bonus, DV Bonus and Reallocation funding in conjunction with the City of Pasadena Housing Department.

2. DEADLINE FOR SUBMISSIONS

Parties interested in responding are asked to submit one (1) original hard copy (marked "Original") and three (3) hard copies of the proposal in a sealed envelope or package **no later than 5:00 PM on 8/2/2018**, to:

City of Pasadena
Attention: Housing & Career Services
Continuum of Care Bonus, DV Bonus and Reallocation
649 N Fair Oaks Ave, Suite 202
Pasadena, CA 91103

The Proposal shall be clearly titled:

City of Pasadena
Housing & Career Services
Continuum of Care Bonus, DV Bonus and Reallocation

All Proposals shall be enclosed in sealed envelopes, distinctly marked "RFP" with the title of the RFP and the Proposer's name and address appearing on the outside

Proposals received after the Proposal Deadline may not be accepted by the City.

3. DEADLINE FOR RFP QUESTIONS

The **deadline to submit questions** related to this RFP is 7/30/2018, prior to 1:00 pm.

Questions regarding this Request for Proposals should be directed only to the person(s) designated below. Do not contact any other City employee or official regarding this RFP.

Questions shall be in written format and be submitted **ONLY** via e-mail

- General and/or technical questions:

Jennifer O'Reilly-Jones, Program Coordinator
Housing & Career Services
(626) 744-8305
joreillyjones@cityofpasadena.net

- Questions regarding the City of Pasadena Purchasing Procedures, and Pasadena Living Wage Ordinance:

Antonio Watson
Project Manager
Department of Finance
Phone: (626) 744-838
E-mail: awatson@cityofpasadena.net

Any questions submitted after the date and time specified will not be considered.

3.1 Pre-proposal Meeting

Agencies interested in applying for the Bonus, DV Bonus and Reallocation Project Funding are required to attend the workshop for new projects hosted by the City of Pasadena Housing Department. Details for the workshop are as follows:

Thursday, July 19th at 10 am

Community Room, City of Pasadena Housing Department
649 N Fair Oaks Ave, Pasadena (2nd Floor)

Please RSVP to ajacobsen@cityofpasadena.net to confirm your attendance.

4. DEFINITIONS

The words (A) "City", (B) "Department", (C) "Director", or (D) "Contractor", as used in this RFP, shall be understood to refer respectively to (A) the City of Pasadena, California; (B) the several departments therein; (C) the directors of the several City departments; or any of their properly authorized assistants; and (D) the person, firm or corporation with whom the contract is made by said City or the agent or legal representative who may be appointed to represent such person, firm or corporation in the signing and performance of said contract.

5. ADDENDA

If any person contemplating submitting a proposal of the items or services listed herein is in doubt as to the true meaning of any part of this Request for Proposals, he/she may

submit to the City representative(s) identified in Section 3, above, a written request for an interpretation or correction thereof.

Any interpretation or correction of City specifications will be made only by addendum, duly issued by the City representative(s) identified in Section 3, above. Addenda shall be made available to each Proposer. A proposer's failure to address the requirements of the addenda may result in the proposal not being considered. If the City determines that a time extension is required for the proposal, the addenda will give the new submission date. The Proposer is responsible to register with "PLANET BIDS" at www.cityofpasadena.net to insure they receive all RFP documents including addendums which are available as a download.

The City reserves the right to change any part of these Instructions to PROPOSERS and Specifications any time prior to Deadline for Submissions. Any changes shall be in the form of addenda and will become a part of the Proposal documents and of the contract.

6. BACKGROUND

6.1 City of Pasadena

Pasadena is an ethnically diverse community that is home to approximately 137,122 people making it the 183rd-largest city in the United States. Pasadena is the ninth-largest city in Los Angeles County. It is one of the primary cultural centers of the San Gabriel Valley. The City covers approximately 22.5 square miles, with an average of ten residents per acre. The median age of its residents is approximately 36.9 years. There are over 100,000 jobs in a wide variety of industries in the City of Pasadena.

6.2 EXISTING MICROSOFT EXCHANGE 2010 MESSAGING PLATFORM

The City currently hosts its own on-premises messaging platform using Microsoft Exchange 2010 with approximately 3000 mailboxes across an aggregate of 10TB of mail storage. The City utilizes CommVault Simpana Compliance Archive for out-of-band archiving.

7. OBJECTIVE

The City of Pasadena, as Collaborative Applicant for Continuum of Care Homeless Assistance Funding from the U.S. Department of Housing & Urban Development (HUD), is seeking a qualified nonprofit agency to act as Project Sponsor to apply, as part of the 2018 Continuum of Care (CoC) Competition, for Bonus and Reallocation funding in conjunction with the City of Pasadena Housing Department.

8. SCOPE OF WORK

8.1 OVERVIEW

The City of Pasadena is seeking the services of a qualified firm to provide

9. GENERAL REQUIREMENTS

9.1 Request for Proposal (RFP) quantities:

The quantities contained in the RFP documents are approximate only and are for the sole purpose of comparing proposals. The City may, in accordance with the specifications, request additional services as necessary at the City's sole discretion, as increased by the unit price noted and payment will be made for the amount of services actually provided as determined by the City and accepted at the unit prices noted in the proposal

9.2 Pasadena Living Wage Ordinance

This project is subject to the City of Pasadena's Living Wage Ordinance, Pasadena Municipal Code Chapter 4.11. The ordinance requires that contractors providing labor or services to the City under contracts in excess of \$25,000 pay no less than the City's Living Wage to all employees who spend any of their time providing labor or delivering services to the City.

The selected contractor will be required to evidence compliance with the Living Wage Ordinance by submitting payroll records as requested by the City. Each record shall include the full name of each employee performing labor or providing services under the contract; job classification; rate of pay and benefit rate.

Failure to comply with the provisions of the Pasadena Living Wage Ordinance is grounds for termination of the contract and a basis for penalties as stated in Pasadena Municipal Code Chapter 4.11. Questions concerning the Pasadena Living Wage Ordinance should be directed to:

Finance Department
Purchasing Division
626-744-6755 - phone
626-744-6757 – fax

Please visit <https://ww5.cityofpasadena.net/finance/doing-business-with-the-city/> for the current calendar year Pasadena Living Wage rate.

9.3 Local preference

The City of Pasadena is committed to promoting the economic health and well-being of its residents. To this end, Contractor agrees to recruit Pasadena residents initially and to give them preference, if all other factors are equal, for any new positions which result from the performance of this Contract and which are performed within the City.

- The Contractor will be required to make good-faith effort to hire Pasadena residents for all new hires, including subcontractor new hires.
- A good-faith effort will include requests to unions or community organizations designated by City to provide a list of qualified Pasadena residents. If qualified candidates available, Contractor will conduct interviews with assistance of City and union/community organizations.

- Residents are individuals who are, and have been one year prior to the effective date of the contract, residents of the City of Pasadena.
- Submission to the City of documentation of requests and interviews will constitute proof of a good-faith effort.
- Interviews of Pasadena residents, if conducted, shall be completed and documentation submitted to the City prior to commencement of Contract work.

9.4 Certificate of insurance

Proof of insurance is not required to be submitted with your proposal, but will be required prior to the City's award of the contract. A copy of the City standard has been attached herein.

9.5 Standard terms and conditions

Prior to the award of any work hereunder, city and contractor shall enter into the written contract attached herein. PROPOSERS responding to this RFP are strongly advised to review all the terms and conditions of the contract.

9.6 Equal opportunity contracting

Policy - The City of Pasadena is committed to a policy of Equal Opportunity Contracting. Qualified firms including small businesses and businesses owned by women, minorities, and disabled persons are encouraged to submit bids or proposals. Contractors expressly agree to comply with the City's ordinances and regulations regarding Equal Opportunity Employment as well as regulations that may be mandated by the source of the funds supporting this contract.

Compliance – To the extent permitted by law, Contractor expressly agrees to establish compliance with the Equal Employment Opportunity Practices Provisions of Chapter 4.08 of the Pasadena Municipal Code, and the Rules and Regulations adopted pursuant to said ordinance.

The successful Proposer may be required to submit documentation during the term of the contract to evidence on-going compliance with the City's Contracting Ordinance. Such documentation may include, but not be limited to certified payroll records and Current Permanent Workforce Utilization reports.

Questions regarding the City of Pasadena's Contracting Ordinance and policy should be directed to the Department of Finance, Purchasing & Payables Division 626.744.6755.

9.7 Proof of authority

If the PROPOSER is a corporation, formal proof of the authority of the officer signing the Proposer's proposal to bind the corporation must be submitted with said proposal. A copy of the corporate resolution or minutes can be adequate proof. A simple letter is not sufficient.

9.8 Withdrawal of proposal

Any Proposer may withdraw its proposal, by written request at any time prior to the time set for the opening of proposals.

9.9 Firm commitment of availability of service

Once a proposal is opened, a PROPOSER is expected to maintain an availability of service as set forth in its proposal for at least four months after date for opening proposals.

9.10 Reservations

The City reserves the right to reject any or all bids and any item or items therein, and to waive any non-conformity of proposals with this RFP, whether of a technical or substantive nature, as the interest of the City may require.

9.11 Declaration of non-collusion

Each PROPOSER shall submit a single copy of the Declaration of Non-collusion included herein.

9.12 Documents to be construed together

The Request for Proposals, the Proposal, the Non-Collusion Affidavit, and all documents referred to in the complete specifications and the Contract to be entered into between the Contractor and the City, and all modifications of said documents, shall be construed together as one document.

9.13 Errors and omissions

PROPOSER and/or the Contractor shall not be allowed to take advantage of any errors in or omissions from in the Request for Proposals. Full instructions will be given if such error or omission is discovered and timely called to the attention of the City.

9.14 RFP not contractual

Nothing contained in this Request for Proposals shall create any contractual relationship between the PROPOSER and the City. The City accepts no financial responsibility for costs incurred by any PROPOSER regarding this RFP.

9.15 Patent fees; patent, copyright, trade secret and trademark fees

Each PROPOSER shall include in the price bid any patent fees, royalties and charges on any patented article or process to be furnished or used in the prosecution of the Work.

9.16 Taxes

Price bid shall include all federal, state, local and other taxes.

9.17 Taxpayer protection amendment

Under the provisions of the City of Pasadena Taxpayer Protection Amendment ("Taxpayer Protection Act"), the Contractor/Organization will be considered a "recipient of a public benefit." The full provisions of the Taxpayer Protection Act are set forth in Pasadena City

Charter, Article XVII. Under the Taxpayer Protection Act, City public officials who approve this Contract are prohibited from receiving gifts, campaign contributions or employment from Contractor for a specified time. This prohibition extends to individuals and entities that are specified and identified in the Taxpayer Protection Act and includes Contractor/Organization and its trustees, directors, partners, corporate officers and those with more than a 10% equity, participation, or revenue interest in Contractor/Organization. Contractor/Organization understands and agrees that: (A) Contractor/Organization is aware of the Taxpayer Protection Act; (B) Contractor/Organization will complete and return the forms provided by the City in order to identify all of the recipients of a public benefit specified in the Taxpayer Protection Act; and (C) Contractor/Organization will not make any prohibited gift, campaign contribution or offer of employment to any public official who approved this Contract.

9.18 PUBLIC CONTRACT CODE SEC. 9204 NEW PUBLIC WORKS CLAIMS PROCEDURE

Observe attached details regarding Public Contract Code Section 9204. AB 626, approved by the Governor on September 29, 2016, created a new Public Contract Code Section 9204, which specifies new procedural requirements for claims submitted by a contractor on any public works project. These new requirements contain burdens for both private contractors and public entities and are specifically made applicable to charter cities.

9.19 PROTEST PROCEDURE

This procedure specifies the process to be utilized by the City of Pasadena in resolving protests regarding this solicitation. In order for a protest to be considered by the City of Pasadena, it must be submitted in accordance with the procedures outlined in the FORMAL SOLICITATION PROTEST PROCEDURE found at the following link: (<https://ww5.cityofpasadena.net/finance/doing-business-with-the-city/>). A protest submitted that is not in accordance with this procedure, may be returned to the submitting party without any further action by the City of Pasadena.

10. PROPOSER'S CHECKLIST

TO THE PROPOSER:

The following list is provided for the convenience of both you and the City and to help eliminate errors and omissions which may render your proposal unacceptable. Please check all appropriate boxes and submit with your proposal.

- o DECLARATION OF NON-COLLUSION (Signed by Proposer)
- o VENDOR QUESTIONNAIRE (forms AA1; AA2; and AA3 signed by Proposer)
- o TAX PAYER PROTECTION ACT

PROPOSALS are to be signed and submitted in TRIPLICATE. PROPOSER must submit proposals in an ORIGINAL AND TWO COPIES.

All PROPOSALS shall be submitted as indicated in the section named "Deadline for Submission."

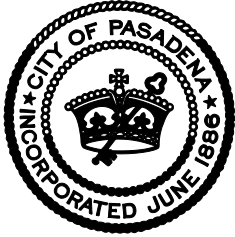
Mail sufficiently early or deliver in person before the time and day listed in the Notice Inviting Proposals. Proposals must be received in the Department's Office before that time.

ADDITIONAL REQUIREMENT

For RFP/RFQ where the selected vendor/contract will require City Council approval (check with City project manager for clarification), the following requirement applies:

- o TAX PAYER PROTECTION ACT – PROPOSER SUBMITS A COPY OF THE COMPLETED TPA FORM TO THE CITY CLERK'S OFFICE
E-MAIL: OfficialRecords-CityClerk@Cityofpasadena.net
FAX: (626) 744-3921

11. ATTACHMENTS



Purchasing Division
100 N. Garfield Ave., Room 328
Pasadena, CA 91101
(626) 744-6755
(626) 744-6757 Fax

Vendor Questionnaire (Form AA-1)
Affidavit of Equal Opportunity Employment & Non-segregation

By submitting this form you are declaring under penalty of perjury under the laws of the State of California and the laws of the United States that the information is true and correct. Furthermore, you are certifying that your firm will adhere to equal opportunity employment practices to assure that applicants and employees are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex or age. And, your firm does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Additionally, no employees, consultants, or board members of your company or your subcontractors are current employees of the City of Pasadena.

Name of Company _____ Telephone _____

Address _____ Fax Number (optional) _____

City _____ State _____ Zip _____

Contact Person _____ E-mail Address _____

DBA (if applicable) _____

Active City of Pasadena Business License Number _____

Remit Address (if different) _____

Please state clearly and concisely the type(s) of goods and services your company would provide on this contract:

Required For All Public Works: Pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code, you must provide your Registration Number under the Department of Industrial Relations:

Small and Micro Business Preference Program: If certified by California Department of General Services as a small or micro business, please provide DGS Reference Number: (Visit the Purchasing Division website for additional information)

The following section is OPTIONAL and is for statistical reporting purposes only. Ownership (please check all that apply):

African-American _____ Asian _____ Armenian _____ Hispanic _____ Native American _____ Disabled _____ Female _____

11.1 Project Workforce Utilization (Form AA-2)

This form is to be included in all bid documents for projects involving labor or services valued at \$25,000 or more.

Instructions: Please indicate the job titles/classifications to be used in the performance of this contract should it be awarded to your firm. Please indicate the number of employees in each job classification as well as the number of new hires, if any, as a result of this contract.

Name of Company: _____ Project: _____

Job Titles/Classification	Estimated number of existing staff to be employed in this classification if awarded the contract	Estimated number of new hires to be employed in this classification if awarded the contract
Are any current employees or potential new hires Pasadena residents? If so, how many?		

11.2 Current Permanent Workforce Utilization (Form AA-3)
(OPTIONAL)

Name of Company: _____

Project: _____

Completion of this form is OPTIONAL. Any information supplied by Proposers is for reporting purposes only and will not be factored into the award of any contract.

Instructions: Please indicate the number of employees in each Job Classification belonging to the following groups.

	White (not of Hispanic origin)	African-American (not of Hispanic origin)	Hispanic	Asian/Pacific Islander	Native American	Armenian	Male	Female
CLASSIFICATION								
Officials/Managers								
Professionals								
Technicians								
Office/Clerical								
Skilled Craft Workers								
Operators (semi- skilled)								
Laborers								
Service Workers								
TOTAL								

11.3 NON-COLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH BID/PROPOSAL

The undersigned declares:

I am _____,

(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)

of _____

(Insert name of Proposer)

The party making the forgoing bid/proposal submitted herewith to the City of Pasadena declares:

That all statements of fact in such bid/proposal are true;

That such bid/proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That such bid/proposal is genuine and not collusive or sham;

That said Proposer has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Pasadena, or of any other Proposer or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of bids/proposals, said Proposer:

- a. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- b. Did not directly or indirectly, collude, conspire, connive or agree with anyone else that said Proposer or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from bidding or withdraw his or her bid/proposal;
- c. Did not, in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to raise or fix the bid/proposal price of said Proposer or of anyone else, or to raise or fix any overhead, profit, or cost element of the bid/proposal price, or of that of anyone else;
- d. Did not, directly or indirectly, submit his or her bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent, or to any individual or group of individuals thereof to effectuate a collusive or sham bid, except the City of Pasadena, and has not paid, and will not pay, any person or entity for such purpose or to any person or persons who have a partnership or other financial interest with said Proposer in his or her business.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I certify under penalty of perjury of the laws of the State of California that the above information is correct.

By: _____

Title: _____

Date: _____

11.5 CITYOF PASADENA INSURANCE REQUIREMENTS

A. Without limiting Contractor's obligation to indemnify City, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance.
Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance.
Contractor must maintain limits no less than:

- | | |
|--|---|
| <p>(1) <i>General Liability:</i> \$1,000,000
(Including operations, products and completed operations.)</p> | <p>per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.</p> |
| <p>(2) Automobile Liability: \$1,000,000</p> | <p>per accident for bodily injury and property damage.</p> |
| <p>(3) Workers' Compensation:</p> | <p>As required by the State of California.</p> |
| <p>(4) Employer's Liability: \$1,000,000</p> | <p>per accident for bodily injury or disease.</p> |

D. If Contractor maintains higher limits than the minimums shown above, City is entitled to coverage for the higher limits maintained by Contractor.

E. Deductibles and Self-Insured Retentions.
Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to City, its officers, officials, agents, employees and volunteers;
or

- (2) Contractor must provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

F. Other Insurance Provisions.

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

- (1) The City of Pasadena, its City Counsel, officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used or equivalent) to Contractor's insurance policy, or as a separate owner's policy.
- (2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the City, its City Counsel, officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its City Counsel, officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.
- (3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by Contractor, except after 30 days prior written notice has been provided to City.

G. Waiver of Subrogation.

- (1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
- (2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of City for all work performed by Contractor, its employees, agents and subcontractors.

H. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to City.

I. Verification of Coverage

- (1) Contractor must furnish City with original certificates and endorsements effecting coverage required by this Contract.
- (2) The endorsements forms must conform to City's requirements and be acceptable to City.

- (3) City must receive and approve all certificates and endorsements before work commences.
- (4) However, failure to do so shall not operate as a waiver of these insurance requirements.
- (5) City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

11.6 PUBLIC CONTRACT CODE SEC. 9204 NEW PUBLIC WORKS CLAIMS PROCEDURE

AB 626, approved by the Governor on September 29, 2016, created a new Public Contract Code Section 9204, which specifies new procedural requirements for claims submitted by a contractor on any public works project. These new requirements contain burdens for both private contractors and public entities and are specifically made applicable to charter cities.

For this legislation, a "public works project" is defined as "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind." This definition is not as broad as in the Prevailing Wage Law.

A "claim" is defined as "a separate demand by a contractor sent by registered mail or certified mail with return receipt requested..." and is limited to three types of contract disputes:

1. "A time extension...for relief from damages or penalties for delay assessed by a public entity...."
2. "Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled", and/or
3. "Payment of an amount that is disputed by the public entity."

Upon receipt of a claim, a public entity must "conduct a reasonable review" and provide a written statement to the contractor within 45 days of receipt of the claim. Failure of a public entity to respond to a claim within the time periods described in Section 9204 "shall result in the claim being deemed rejected in its entirety."

For any undisputed portion of a claim, a public entity must make payment within 60 days of the public entity's issuance of the written statement.

If the contractor disputes the public entity's written statement, or if the public entity fails to respond, the contractor may demand "an informal conference to meet and confer for settlement of the issues in dispute." The public entity must schedule the meet and confer conference within 30 days of the demand.

Within 10 business days following the meet and confer conference, the public entity must provide a written statement identifying the portion of the claim that remains in dispute.

Any payment due on an undisputed portion of the claim must be made within 60 days of the meet and confer conference. Amounts not paid in a timely manner shall bear interest at 7 percent per year.

After the meet and confer conference, any disputed portion of the claim "shall be submitted to non-binding mediation." If mediation fails to resolve the dispute, the parts of the claim that remain in dispute shall be subject to applicable procedures outside Section 9204 (statutory and contractual).

The full text of this new legislation is set forth below:

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1.

Section 9204 is added to the Public Contract Code, to read:

9204.

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

The Department of Water Resources as to any project under the jurisdiction of that department.

The Department of Transportation as to any project under the jurisdiction of that department.

The Department of Parks and Recreation as to any project under the jurisdiction of that department.

The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

The Military Department as to any project under the jurisdiction of that department.

The Department of General Services as to all other projects.

The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SEC. 2.

The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SEC. 3.

If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

11.7 FEDERAL TERMS AND CONDITIONS.

A. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, to the extent this Agreement meets the definition of a "federally assisted construction contract" as set forth in 41 CFR Part 60-1.3 Locality agrees at all times during the term of this Agreement to comply with and abide by the following: (i) the equal opportunity clause (" Equal Opportunity Clause") in 41 CFR 60-1.4(b) in accordance with Executive Order 11246, as amended by Executive Order 11375 and that the Equal Opportunity Clause is a part of this Agreement and incorporated herein by this reference; and (ii) the regulations implementing the Equal Opportunity Clause at 41 CFR Part 60 and that such implementing regulations are a part of this Agreement and incorporated herein by this reference.

B. Davis-Bacon Act and Copeland "Anti-Kickback" Act. To the extent this Agreement is for construction services (new construction or repair), Locality agrees at all times during the term of this Agreement to comply with and abide by: (i) the terms of the Davis-Bacon Act, codified at 40 U.S.C. 3141 et seq ., as supplemented by regulations at 29 CFR Part 5, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference; and (ii) the terms of the Copeland "Anti-Kick Back" Act, codified at 40 U.S.C. § 3145 et seq., as supplemented by 29 CFR 3, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference

C. Contract Work Hours and Safety Standards Act. To the extent this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Locality agrees at all times during the term of this Agreement to comply with and abide by the terms of the Contract Work Hours and Safety Standards Act, codified at 40 U.S.C. 3701 et seq., as supplemented by regulations at 29 CFR Part 5, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference.

D. Clean Air Act and Federal Water Pollution Control Act. To the extent this Agreement is in excess of \$150,000 , Locality agrees at all times during the term of this Agreement to comply with and abide by the standards, orders or regulations issued pursuant to the Clean Air Act, codified at 42 U.S.C. 7401 et seq . and the Federal Water Pollution Control Act codified at 33 U.S.C. 1251 et seq. Locality further agrees to report any violations of the foregoing to PHFE and the Regional Office of the Environmental Protection Agency.

E. Debarment and Suspension Certification. Locality certifies that neither Locality nor any of Locality's agents, Locality or employees who may perform services under this Agreement are debarred, suspended or excluded from participation in any federal assistance programs in accordance with Executive Orders 12549 and 12689 and its implementing guidelines. Locality agrees to immediately notify PHFE if Locality or any of Locality's agents, Locality or employees who may perform services under this Agreement become debarred, suspended or excluded from participation in federal assistance programs or federal contract transactions.

F. Byrd Anti-Lobbying Amendment Certification. To the extent this Agreement is in excess of \$100,000, Locality certifies that neither Locality nor any of Locality's agents, Locality or employees who may perform services under this Agreement have not used and will not use any Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Locality agrees to immediately notify PH FE if Locality or any of Locality's agents, Locality or employees who may perform services under this Agreement influence or attempt to influence any officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

11.8 TAXPAYER PROTECTION ACT

Under the provisions of the City of Pasadena Taxpayer Protection Act ("TPA"), the Contractor/Organization will be considered a "recipient of a public benefit." The full provisions of the TPA are set forth in Pasadena City Charter, Article XVII. Under the TPA, City public officials who approve this Contract are prohibited from receiving specified gifts, campaign contributions or employment from Contractor for a specified time. ***As well, if this Contract is to be approved by the City Council, Councilmembers or candidates for Council are prohibited from receiving campaign contributions during the time this Contract is being negotiated (from the due date for an RFP response until award of a contract; this restriction does not apply to competitive and noticed low bid contracts).*** This prohibition extends to individuals and entities that are specified in the TPA and includes Contractor/Organization and its trustees, directors, partners, corporate officers and those with more than a 10% equity, participation, or revenue interest in Contractor/Organization. **Contractor/Organization understands and agrees that: (A) Contractor/Organization is aware of the TPA; (B) Contractor/Organization will complete the forms provided by the City to identify all of the recipients of a public benefit specified in the TPA; and (C) Contractor/Organization will not make any prohibited gift, campaign contribution or offer of employment to any public official who negotiated and/or approved this Contract, and will not make any prohibited campaign contribution during the time this contract is being negotiated.**

The Contractor **shall** submit a copy of the completed TPA form to the City Clerk's Office if the contract is to be awarded by the City Council via e-mail: OfficialRecords-CityClerk@Cityofpasadena.net or by fax: (626) 744-3921, and submit a copy with the response package.



**Disclosure Pursuant to the
City of Pasadena Taxpayer Protection Amendment
Pasadena City Charter, Article XVII**

Contractor/Organization hereby discloses its trustees, directors, partners, officers, and those with more than 10% equity, participation, or revenue interest in Contractor/Organization, as follows:

(If printing, please print legibly. Use additional sheets as necessary.)

1. Contractor/Organization Name:

2. Type of Entity: <input type="checkbox"/> non-government <input type="checkbox"/> nonprofit 501(c)(3), (4), or (6)
--

3. Name(s) of trustees, directors, partners, officers of Contractor/Organization:

4. Names of those with more than 10% equity, participation or revenue interest in Contractor/Organization:

Prepared by: _____
Title: _____
Phone: _____
Date: _____

11.9 Instructions for Registering onto Planet Bids:

Follow these simple steps to submit your proposal electronically:

If you are already registered and need help logging in or retrieving your user information call [818-992-1771](tel:818-992-1771) x0.

STEP ONE – Copy the highlighted link into your Internet browser bar to access the **City of Pasadena VENDOR PORTAL** (Planet Bids):

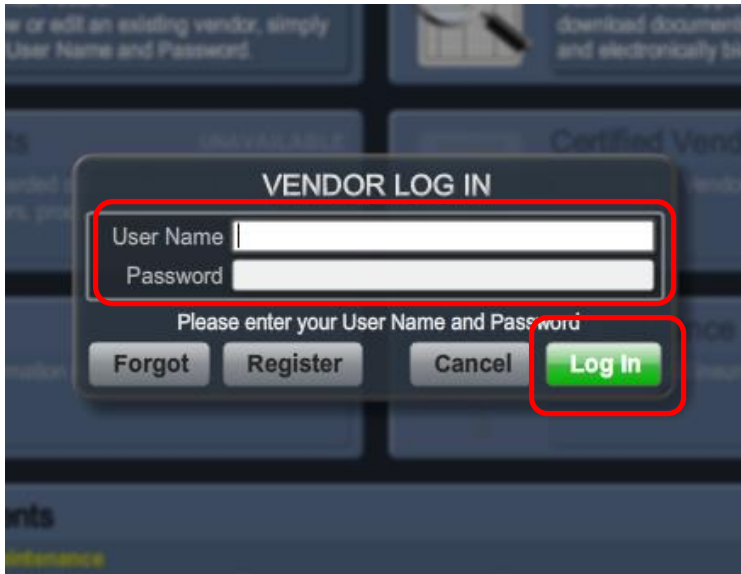
<https://www.planetbids.com/portal/portal.cfm?CompanyID=14770>

You will be directed to the screen illustrated below:

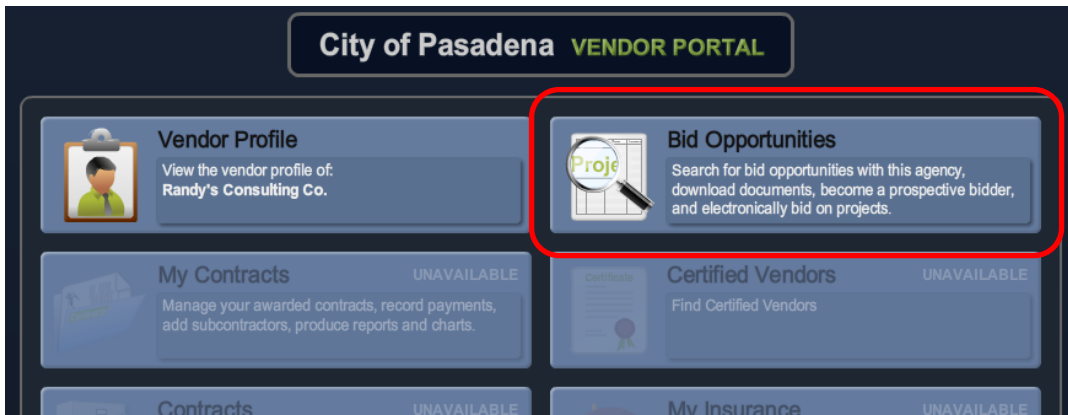


Click the green **Log In** button at bottom right corner of the screen.

STEP TWO – The following window will appear; enter your **User Name** and **Password** and click the green **Log In** button.

A screenshot of a 'VENDOR LOG IN' dialog box. The dialog has a title bar that says 'VENDOR LOG IN'. Inside, there are two input fields: 'User Name' and 'Password'. Below these fields is the text 'Please enter your User Name and Password'. At the bottom of the dialog are four buttons: 'Forgot', 'Register', 'Cancel', and 'Log In'. The 'Log In' button is green and is highlighted with a red rectangle. The background of the screen is dark blue and shows some blurred text from the main portal.

The VENDOR PORTAL screen will reappear:



STEP THREE – Click the **Bid Opportunities** bar.

The Bid Opportunities screen will appear:

Bid Opportunities

Randy's Consulting Co.

Keyword

Stage

All

Bid Type

All

Category

Department

All

Due Date

to

Clear

Search

Search returned 684 results

Print

Posted	Category	Project Title	Invitation #	Due Date	Remaining	Stage	Format
10/06/2016	40500, 90662, 95850, 962	UNLEADED, DIESEL AND JET A	Public Works;			Planning	Paper only
10/05/2016	21000, 28500, 28700, 330	Robinson Park Recreation Center	Public Works	11/16/2016	28 days	Bidding	Paper only
09/22/2016	90629, 90664, 91800, 918	Environmental Consultant to	Planning &	11/03/2016	16 days	Bidding	Paper only
09/21/2016	91800, 91815, 91819, 918	Holly St Bridge Seismic Retrofit		10/27/2016	9 days	Bidding	Paper only
09/21/2016	90600, 90607, 90610, 906	ARCHITECTURAL AND		10/27/2016	8 days	Bidding	Paper only
09/21/2016	90600, 90700, 91815, 918	ARCHITECTURAL AND		10/27/2016	8 days	Bidding	Paper only
10/07/2016	55000, 55080, 55081, 550	Furnish Materials & Supplies for		10/26/2016	7 days	Bidding	Paper only
10/18/2016	55600, 55700, 55800, 950	Single-Space Parking Meters		10/24/2016	6 days	Bidding	Electronic only
10/04/2016	91874, 96149, 96150, 96	COURT FILING SERVICES,		10/24/2016	6 days	Bidding	Paper only
09/09/2016	28000, 28500, 28700, 906	UNDERGROUND UTILITY	LD-16-04	10/21/2016	2 days	Bidding	Paper only
10/13/2016	91800, 91843, 92600, 96	PEDESTRIAN IMPROVEMENTS		10/20/2016	2 days	Bidding	Paper only
09/15/2016	91014, 91015, 91055	INSPECTING, MAINTAINING	Public Works	10/20/2016	1 day	Bidding	Paper only
08/23/2016	20500, 20800, 20900, 906	MOBILE PHONE PARKING	Transportation	10/20/2016	1 day	Bidding	Paper only
10/18/2016	59500, 96850, 96888, 98	Citywide Trees		10/20/2016	1 day	Bidding	Electronic only
10/03/2016	02500, 06000, 07000	FURNISH AND DELIVER 2016		10/19/2016	19:42:22	Bidding	Paper only
09/28/2016	05500, 06500, 07000, 928	FURNISH AND DELIVER 2017		10/18/2016		Closed	Paper only
10/11/2016	59500, 96850, 96888, 98	Citywide Trees		10/17/2016		Closed	Electronic only
09/28/2016	34500, 43000, 47500	FURNISH AND		10/12/2016		Award Pending	Paper only
10/03/2016	90640, 90735, 96104, 961	Annual Report Production -		10/11/2016		Award Pending	Electronic only
09/22/2016	20500, 20800, 20900, 918	Cisco Meraki MR Enterprise	Information	10/11/2016		Closed	Electronic only
09/09/2016	90638, 90900, 91200, 913	FURNISH LABOR AND		10/11/2016		Award Pending	Paper only
08/26/2016	59500, 81000, 96888, 98	PLANT MATERIAL	Public Works	10/05/2016		Closed	Paper only
08/26/2016	20500, 20800, 20900, 558	PARKING CITATION AND	Transportation	10/01/2016		Closed	Electronic only
09/15/2016	20500, 20800, 20900, 918	FIRE RESPONSE COST	Fire Department	09/30/2016		Closed	Paper only
09/15/2016	28000, 28500, 55080, 550	Installation of Street Lighting on	Public Works	09/28/2016		Closed	Paper only
08/30/2016	74500, 75000, 96826	Furnish and Deliver Rock and	WD-16-11	09/23/2016		Award Pending	Paper only
08/22/2016	91800, 91804, 91806, 918	TAX REVENUE CONSULTING	Finance	09/22/2016		Closed	Paper only
08/26/2016	91014, 91015, 91055, 914	AUTOMATED ENTRY DOORS	Public Works	09/20/2016		Closed	Paper only
09/01/2016	20400, 20500, 20600, 207	FURNISH MATERIALS AND		09/20/2016		Award Pending	Paper only
07/27/2016	91800, 91814, 91858, 918	AUCTION SERVICES	Finance	09/19/2016		Closed	Electronic & Paper
08/31/2016	91800, 91806, 91812, 918	GRANT WRITING SERVICES	Health	09/14/2016		Closed	Paper only
08/25/2016	28500, 90638, 90658, 906	Traffic Signal Improvements at	Public Works	09/14/2016		Closed	Paper only
09/01/2016	55000, 55080, 55081, 550	Pedestrian Crossing		09/13/2016		Closed	Paper only
08/18/2016	20500, 20600, 20800, 209	COMMVAULT SIMPANA 10	Information	08/30/2016		Closed	Paper only
07/21/2016	91800, 91826, 91827, 918	EL CENTRO	Human	08/26/2016		Closed	Paper only
08/12/2016	49500, 90742, 90783, 918	On Call Soils & Materials Testing		08/26/2016		Closed	Paper only
08/03/2016	96850, 96888, 98800, 98	Furnish Labor and Materials for	WD-16-10	08/26/2016		Award Pending	Paper only
08/23/2016	12500, 34000, 34500, 715	2016 Fire Code Updates		08/25/2016		Closed	Electronic only
07/21/2016	07000, 20400, 20500, 206	LICENSE PLATE RECOGNITION	Transportation	08/23/2016		Closed	Paper only
07/26/2016	28000, 28500, 69100, 845	FURNISH AND DELIVER 25 KV	LD-16-05	08/23/2016		Award Pending	Paper only
08/03/2016	47500, 91800, 91806, 918	MEDICAL DIRECTOR	Fire Department	08/22/2016		Closed	Paper only
08/12/2016	28000, 28500, 28700, 691	Post Top Globes for Street	Public Works	08/18/2016		Closed	Electronic only
07/25/2016	55600, 55700, 55800, 550	PASADENA TRANSIT AND	DEPARTMENT	08/17/2016		Closed	Paper only

City of Pasadena

PLANETBIDS

Highlight the bid opportunity for which you wish to submit a proposal and double click.

The **Bid Detail** screen will appear (below). Select the **Place eBid** button in the bottom right corner of the screen and follow the instructions for downloading your proposal:

Single-Space Parking Meters 6 days 1:37:15

Bid Information **Line Items** **Documents/ Attachments** **Addenda & Emails** **Prospective Bidders** **Bid Results** **Awards**

Bid Detail

Project Title: Single-Space Parking Meters
 Invitation #:
 Bid Posting Date: October 18, 2016 2:12 PM (Pacific)
 Project Stage: Bidding
 Bid Due Date: October 24, 2016 5:00 PM (Pacific)
 Response Format: Electronic only

Project Type: Bid
 Response Types: Line Item
 Type of Award: Lump Sum
 Categories: 55600 - Mass Transportation - Transit Bus
 55700 - Mass Transportation - Transit Bus Accessories And Parts
 55800 - Mass Transportation - Rail Vehicles And Systems
 95872 - Parking Management Services (Incl. Operations, Admissions, And Supervision)
 96259 - Parking Services: Operation, A
 96858 - Meter Reading Services

License Requirements:

Department: General Purchasing
 Address: 100 North Garfield Avenue, Room 328, Purchasing & Payables Division, Pasadena, California
 County: Los Angeles

Bid Valid:
 Liquidated Damages:
 Estimated Bid Value: \$5,000 - \$7,500.00
 Start/Delivery Date: 1/3/2017
 Project Duration:

Pre-Bid Meeting Information
 Pre-Bid Meeting: No

Online Q&A
 Online Q&A: No

Contact Information
 Contact Info: Jon Hamblen at (626)744-7463
 Bids to: jhamblen@cityofpasadena.net
 Owner's Agent:

Description
 Scope of Services: (Required) Requesting quote for 15 single space parking meters. Meters must accept credit cards and coin payments, be solar powered, have a cellular modem and communicate sales and meter status data to a web based back-office system at no additional cost to the City. If utilizing equipment that retrofits onto older meter models, the City will be replacing Duncan Eagle CK units.
 Other Details: Please contact Jon Hamblen at (626) 744-7463 for any questions regarding Single-space parking meters.
 Notes:
 Special Notices:
 Local Programs & Policies:

Print **Place eBid** Done

NOTE: To facilitate downloading, please convert your proposal to a single PDF file.