



REQUEST FOR PROPOSALS

**CONSULTANT SERVICES TO DEVELOP AND
IMPLEMENT A PUBLIC EDUCATION AND
ENGAGEMENT CAMPAIGN ON HOMELESSNESS IN
PASADENA**

FOR THE

Department of Housing

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.

Table of Contents

| | |
|---|-----------|
| 1. REQUEST FOR PROPOSALS..... | 5 |
| 2. DEADLINE FOR SUBMISSIONS | 5 |
| 3. DEADLINE FOR RFP QUESTIONS | 6 |
| 3.1 PRE-PROPOSAL MEETING..... | 6 |
| 4. DEFINITIONS | 6 |
| 5. ADDENDA | 6 |
| 6. BACKGROUND | 7 |
| 6.1 CITY OF PASADENA | 7 |
| 6.2 HEAP | 7 |
| 7. OBJECTIVE | 7 |
| 8. SCOPE OF WORK..... | 8 |
| 8.1 OVERVIEW | 8 |
| 8.2 DETAILED SCOPE OF WORK AND DESCRIPTION | 8 |
| 9. LOCATION | 9 |
| THIS PROJECT WILL TAKE PLACE THROUGHOUT THE CITY OF PASADENA. | 9 |
| 10. DURATION AND SERVICE DATES | 9 |
| 11. EVALUATION PROCEDURES AND CRITERIA | 9 |
| 11.1 DESCRIPTION OF EACH EVALUATION CRITERIA..... | 10 |
| 11.2 REVIEW PROCESS | 11 |
| 12. CONTENTS OF PROPOSAL | 11 |
| 12.1 MANDATORY CONTENTS | 11 |
| 12.2 SPECIFIC REQUIREMENTS FOR EACH SECTION OF THE PROPOSAL: | 12 |
| 13. GENERAL REQUIREMENTS | 13 |
| 13.1 REQUEST FOR PROPOSAL (RFP) QUANTITIES: | 13 |
| 13.2 PASADENA LIVING WAGE ORDINANCE | 13 |
| 13.3 LOCAL PREFERENCE | 14 |
| 13.4 CERTIFICATE OF INSURANCE | 14 |
| 13.5 STANDARD TERMS AND CONDITIONS..... | 14 |
| 13.6 EQUAL OPPORTUNITY CONTRACTING POLICY..... | 14 |
| 13.7 PROOF OF AUTHORITY | 15 |
| 13.8 WITHDRAWAL OF PROPOSAL..... | 15 |
| 13.9 FIRM COMMITMENT OF AVAILABILITY OF SERVICE | 15 |
| 13.10 RESERVATIONS..... | 15 |
| 13.11 DECLARATION OF NON-COLLUSION..... | 15 |
| 13.12 DOCUMENTS TO BE CONSTRUED TOGETHER | 15 |
| 13.13 ERRORS AND OMISSIONS | 16 |
| 13.14 RFP NOT CONTRACTUAL | 16 |
| 13.15 PATENT FEES; PATENT, COPYRIGHT, TRADE SECRET AND TRADEMARK FEES..... | 16 |
| 13.16 TAXES | 16 |
| 13.17 TAXPAYER PROTECTION AMENDMENT | 16 |
| 13.18 PUBLIC CONTRACT CODE SEC. 9204 NEW PUBLIC WORKS CLAIMS PROCEDURE..... | 16 |
| 13.19 PROTEST PROCEDURE..... | 16 |

| | |
|---|-----------|
| 14. PROPOSER’S CHECKLIST | 17 |
| 15. ATTACHMENTS | 18 |
| VENDOR QUESTIONNAIRE (FORM AA-1) | 19 |
| 15.1 PROJECT WORKFORCE UTILIZATION (FORM AA-2) | 20 |
| 15.2 CURRENT PERMANENT WORKFORCE UTILIZATION (FORM AA-3)..... | 21 |
| 15.3 NON-COLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH BID/PROPOSAL 22 | |
| 15.4 CITYOF PASADENA INSURANCE REQUIREMENTS..... | 23 |
| 15.5 PUBLIC CONTRACT CODE SEC. 9204 NEW PUBLIC WORKS CLAIMS PROCEDURE | 26 |
| 15.6 FEDERAL TERMS AND CONDITIONS. | 30 |
| 15.7 TAXPAYER PROTECTION ACT..... | 31 |
| 15.8 INSTRUCTIONS FOR REGISTERING ONTO PLANET BIDS: | 33 |
| 15.9 SAMPLE CONTRACT | 37 |

City of Pasadena
REQUEST FOR PROPOSALS
FOR
Homeless Emergency Aid Program (HEAP) Consulting Services

1. REQUEST FOR PROPOSALS

The City is seeking consultant services from qualified proposers to develop and implement a local public education and engagement campaign on homelessness in Pasadena as outlined in this RFP. The consultant will employ innovative and instructive techniques that communicate to the public the necessity and value of supporting solutions that end homelessness in Pasadena. The consultant will also dispel common misconceptions of homelessness through the creation, design, execution and management of a citywide education campaign.

Funding for this education and engagement campaign comes from the Homeless Emergency Aid Program (HEAP) through the California Homeless Coordinating and Financing Council (HCFC) in the Business, Consumer Services and Housing Agency. The City has planned a project budget of \$71,250 for this effort. This budget includes payment for consultant services from the date of contract execution by the City to March 31, 2021.

2. DEADLINE FOR SUBMISSIONS

Parties interested in responding to the RFP are required to complete and submit one (1) original hard copy (marked "Original") and one (1) electronic copy on a USB flash drive with completed RFP and exhibits by **5pm on Wednesday, May 15th 2019** to:

Jennifer O'Reilly-Jones
Department of Housing
Homeless Emergency Aid Program (HEAP) Consulting Services
P.O. Box 7115
Pasadena, CA 91109

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. All supporting documents must be included in the submissions.

Proposals received after the deadline or incomplete proposals will not be accepted by the City or considered for funding.

3. DEADLINE FOR RFP QUESTIONS

City staff are available to answer any questions and provide technical assistance to any proposer wishing to submit a proposal. All requests for technical assistance and questions must be submitted in writing on or before **Wednesday, May 8th 2019**. Questions regarding this RFP should be directed only to the person designated below with a subject line entitled "HEAP Consultant RFP Question". Do not contact any other City employee or official regarding this RFP.

1. Jennifer O'Reilly-Jones
Program Coordinator
Department of Housing
E-mail: 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

There will be no Pre-Proposal meeting for this RFP.

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 HEAP

The Homeless Emergency Aid Program (HEAP) was designed to provide \$500 million in immediate, one-time flexible block grant funding to large cities, counties and Continuums of Care to address the homelessness crisis throughout California. Funding was allocated using a formula based on the 2017 homeless point-in-time count and the service area's percentage of the statewide 2017 homeless population. Funding priorities were determined using a local collaborative process with input from homeless service providers, advocates with lived experience of homelessness, City staff, faith-based organizations, healthcare providers, and business improvement district representatives.

7. OBJECTIVE

The City is seeking to develop an innovative and effective local education and engagement campaign on homelessness. This campaign should raise awareness of evidence-based solutions and best practices, dispel common misconceptions the public holds surrounding homelessness, and aim to advance the department's long-term goal of increased public support for permanent housing projects for people experiencing homelessness. The primary objective of this RFP is to procure consultant services to develop and implement an educational campaign tailored to Pasadena's needs, as well as conduct engagement efforts with the greater community. All information and deliverables developed under this contract will be the exclusive property of the City.

8. SCOPE OF WORK

8.1 Overview

The City is seeking consultant services to develop and implement an education and engagement campaign on homelessness in Pasadena. The City expects to receive approximately \$1.42 million in HEAP funding, of which \$71,250 will be made available through this RFP to cover all expenses associated with the design, planning, and implementation of the campaign. All consulting services are required to be completed by March 31, 2021 and invoiced by April 30, 2021.

8.2 Detailed Scope of Work and Description

Task 1 – Development of a homelessness education and engagement campaign and preparation of educational materials that will reach the target audience (Pasadena residents) throughout the City.

The campaign will focus on the need to raise awareness of solutions to combat homelessness among the public, refute stereotypical assumptions of people who experience homelessness, and promote advocacy efforts. The City would like to use digital educational material, such as social media and a dedicated page on the Pasadena Partnership website, as well as traditional outreach, which may include, but are not limited to, posters, bus shelter ads (free PSA space), info graphics and print handouts to support the campaign.

Task 1 Deliverable: Develop a homelessness campaign plan that outlines the framework and related tasks required to implement the campaign (i.e. action plan) and provides a timeline to complete key milestones and objectives. This schedule should be inclusive of the timing for the planning, production and promotion phases of the campaign. The consultant shall also design a unique branding strategy to build awareness and familiarity of the campaign, structure key messages, and develop the content to be used in both print and digital materials. This task also includes the development of social media related messaging.

Task 2 – Execution of a homelessness education and engagement campaign citywide and distribute educational materials to Pasadena residents.

The education and engagement campaign should be executed citywide upon the completion of the necessary planning and content development. The consultant will procure and distribute the materials developed in Task 1 and officially launch the campaign. Campaign messaging should be communicated to key stakeholders and customized accordingly to the desired audience, and the appropriate resources should be provided to advance the campaign objectives. The consultant will also coordinate with local homeless service providers and faith-based organizations to maximize campaign visibility and message circulation. The campaign may also be presented at City Council or District Liaison meetings.

Task 2 Deliverable: Produce all campaign related educational content, including but not limited to: Customizable posters, flyers, banners, info graphics, print ads, talking points for advocates, digital material for website, and social media materials. The consultant should also provide electronic files and templates for all printed and digital materials that can be utilized by the City on an ongoing basis after contract completion. All information and deliverables developed under this contract will be the exclusive property of the City.

Task 3 – Conduct a minimum of two community outreach events to engage the public in the campaign and generate community support for solutions to combat homelessness.

Community outreach events are an effective opportunity to engage with the public and highlight the importance of supporting the campaign's messaging and overarching goals. Community events also serve as a productive outlet to disseminate information about the campaign's subject matter, and allows the public to get involved and get informed. The first community outreach event could include a campaign kickoff that announces the official launch of the campaign to the public. The consultant will be encouraged to work in collaboration with local homeless service agencies to implement a second community outreach event of their choosing. In addition to these two main events, the consultant will also be expected to attend smaller-scale meetings to discuss the goals of the campaign and promote visibility.

Task 3 Deliverable: Submit an event summary form for each event, including the date, location and number of people in attendance. The consultant should also gather the contact information of stakeholders interested in increasing their advocacy involvement to facilitate connections with the appropriate representatives.

9. LOCATION

This project will take place throughout the City of Pasadena.

10. DURATION AND SERVICE DATES

All work must be completed by March 31, 2021 and invoiced by April 30, 2021. Consulting services will begin upon the completion of the competitive selection process and contract execution, which is anticipated for July 1, 2019.

The proposal shall include a proposed work schedule to indicate duration and completion dates along with any project milestones and deliverables needed to complete the project on time.

11. EVALUATION PROCEDURES AND CRITERIA

This RFP has been structured to provide specific requirements which function as a standardized framework for the evaluation of a proposer's qualifications. The City, in consultation with the evaluation panel, reserves the right to reject any and all proposals.

The evaluation panel will score and evaluate responsive proposals with the following criteria and weights:

| Evaluation Criteria | Available Points |
|----------------------------------|-------------------------|
| Project Approach | 25 pts |
| Professional Experience | 20 pts |
| Proposer Capacity and Capability | 20 pts |
| Proposed Budget and Timeline | 20 pts |
| References | 10 pts |
| Local Knowledge and Background | 5 pts |
| Maximum Points Available | 100 pts |

11.1 Description of Each Evaluation Criteria

Successful proposals will demonstrate the ability to meet and exceed the following evaluation criteria:

- a) **Project Approach** – Points will be assigned based on how well the proposal demonstrates an understanding of the project and the proposer’s innovative project approach. The project should be tailored to fit the City’s unique needs, and the proposer should explain how they will accomplish each task identified in the Scope of Work. The proposer should discuss any foreseen issues and challenges for each task and demonstrate alternative solutions to overcome or minimize potential barriers. The proposer should also reference similar completed projects to illustrate any unique or innovative strategies that contributed to success
- b) **Professional Experience** – Points will be assigned based on the proposer’s description of professional qualifications and experience. Successful proposals should clearly describe any experience and past achievements with implementing similar community education and engagement projects and highlight any specialized skills to ensure successful project implementation.
- c) **Proposer Capacity and Capability** – Points will be assigned based on the qualification of the proposer provided in their resume and the identification of key staff members who will assist with the project design and/or implementation phases. Points will also be assigned based on the samples provided of the proposer’s prior work and projects.
- d) **Proposed Budget and Timeline** – Points will be assigned based on the provided detailed budget and description of items necessary to support the project. The project’s budget should be feasible, realistic, accurate, and cost effective. The proposer should also provide a feasible, realistic, and detailed timeline that illustrates the project’s implementation plan
- e) **References** – Points will be assigned based on the proposer’s comprehensive list of references for other public and private entities where the same or similar services were provided.

- f) **Local Knowledge and Background** – Points will be assigned based on the proposer’s knowledge, background, and experience in Pasadena regarding homelessness. The proposer should identify any prominent stakeholders that will be engaged, and any known history of community receptiveness to addressing homelessness or barriers to community engagement. Proposers should describe how this knowledge and/or experience will favorably contribute to the development and execution of the campaign, and any other special considerations.

11.2 Review Process

An evaluation panel comprised of at least three (3) qualified and non-conflicted individuals will review each proposal and assign a score out of 100 points based on the evaluation criteria. Panel members will include at least two City staff and may also include Continuum of Care stakeholders or City staff members representing departments such as the Department of Housing, the Human Services & Recreation Department, and/or the Public Health Department. The panel will review and evaluate each proposal that is deemed eligible and complete. Each proposal will be evaluated on its own merits. Ineligible and incomplete proposals will not be considered. The final funding recommendation will be submitted to the City Manager for approval and final action in June 2019.

If there are two or more proposers with identical or very similar cost proposals, then the proposer that provides the most value-added services beyond the RFP requirements will be assigned the higher score.

Once the grants evaluation panel has reached a decision, staff will recommend a funding award for contract. The City reserves the right to select the proposer which, in its sole judgment, best meets the needs of the City.

Any contract resulting from this RFP, if \$25,000 or more, shall not be effective until approved by the City Manager. Any contract resulting from this RFP, if \$75,000 or more, shall not be effective until approved by the City Council.

12. CONTENTS OF PROPOSAL

The response to this RFP must be made according to the requirements set forth in this Article, both for content and for sequence. Noncompliance with these requirements or the inclusion of conditions, limitations, or misrepresentations, may be cause for rejection of the proposal. The entire proposal must be printed on standard-size 8½"x11" pages; printed on one side only; 12 point font only.

12.1 Mandatory Contents

Section 1: Cover letter
Section 2: Table of Contents
Section 3: Proposer Profile
Section 4: Statement of Project Approach
Section 5: Timeline and Budget
Section 6: References

Section 7: Local Knowledge and Background
Section 8: Required Certifications AND Forms (see Attachments)

12.2 Specific Requirements for each Section of the Proposal:

Section 1

“Cover Letter” shall be a maximum one-page letter including the name and address of the proposer submitting the proposal; whether the proposing firm is an individual, partnership, corporation or joint venture; and the name, mailing/e-mail addresses, and telephone/fax numbers the contact person who will be authorized to make representations for the organization.

Section 2

“Table of Contents” shall include an outline of the proposal, identified by sequential page number, and section title as described herein.

Section 3

“Proposer Profile” shall include:

- a. Copy of resume
- b. Description of professional experience and qualifications
- c. Key staff members that will assist with the project’s implementation and their proposed areas of responsibility
- d. Contact information
- e. Samples of proposer’s prior projects (i.e. educational materials, promotional materials, videos, presentations, and other appropriate documents).

Section 4

“Project Approach” shall include a statement of the proposed strategies to design and implement the project. The proposer should describe any specialized approaches, innovative and best practices for message development and effective communication, as well as how to expertly manage and overcome public opposition to complex issues surrounding homelessness. The proposer should also identify any potential challenges or special concerns that may be encountered in performing the scope of services, and how these will be overcome or minimized. This statement should not exceed more than 2 pages with 1.5 spacing.

Section 5

“Timeline and Budget” shall include a timeline with identified key deliverables and target dates for completion, as well as an inclusive budget for content development. These materials should demonstrate the proposer’s ability to begin consulting services immediately upon contract award.

Section 6

“References” shall include a comprehensive list of public and/or private entity contacts where the same or similar services were provided.

Section 7

"Local Knowledge and Background" shall include a statement of the proposer's unique knowledge of, and experience in, Pasadena regarding homelessness. The proposer should identify any prominent stakeholders that will be engaged and describe how their experience will favorably contribute to the development and execution of the education and engagement campaign.

Section 8

"Required Certifications" shall include:

(a) Each PROPOSER must submit a completed Form AA-1. Failure to submit this form will result in automatic disqualification with no exceptions unless PROPOSER has an approved form on file with the City. Form AA-2 is required to be submitted for projects involving labor or services in excess of \$25,000. Form AA-3 is Optional. (Copies attached)

(b) A completed and signed "Declaration of Non-Collusion." (Copy attached)

(c) Evidence of certification by State of California as a small or micro-business, if claiming such preference - <http://www.pd.dgs.ca.gov/smbus/sbcert.htm>

(d) Disclosure pursuant to the City of Pasadena Taxpayer Protection Amendment of 2000, Pasadena City Charter, Charter, Article XVII

If your proposal does not include all of the above items, it may be deemed non-responsive.

13. GENERAL REQUIREMENTS

13.1 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

13.2 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.

13.3 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.

13.4 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.

13.5 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.

13.6 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.

13.7 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.

13.8 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.

13.9 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.

13.10 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.

13.11 Declaration of non-collusion

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

13.12 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.

13.13 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.

13.14 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.

13.15 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.

13.16 Taxes

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

13.17 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.

13.18 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.

13.19 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.

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

PROPOSER must submit One (1) ORIGINAL proposal with wet signatures AND One (1) ELECTRONIC COPY via flash drive.

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

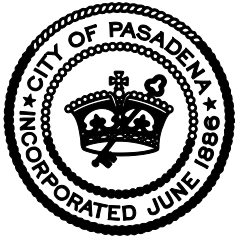
Mail sufficiently early before the time and day listed in the Notice Inviting Proposals. Proposals must be received in the Department's Office before that time.

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

15. 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 _____

15.1 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 |
|---|--|---|
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| | | |
| Are any current employees or potential new hires Pasadena residents? If so, how many? | | |

15.2 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 | | | | | | | | |

15.3 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: _____

15.4 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.

15.5 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.

15.6 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.

15.7 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) |
|-----------|---|

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| 3. | Name(s) of trustees, directors, partners, officers of Contractor/Organization: |
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| 4. | Names of those with more than 10% equity, participation or revenue interest in Contractor/Organization: |
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Prepared by: _____

Title: _____

Phone: _____

Date: _____

15.8 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):

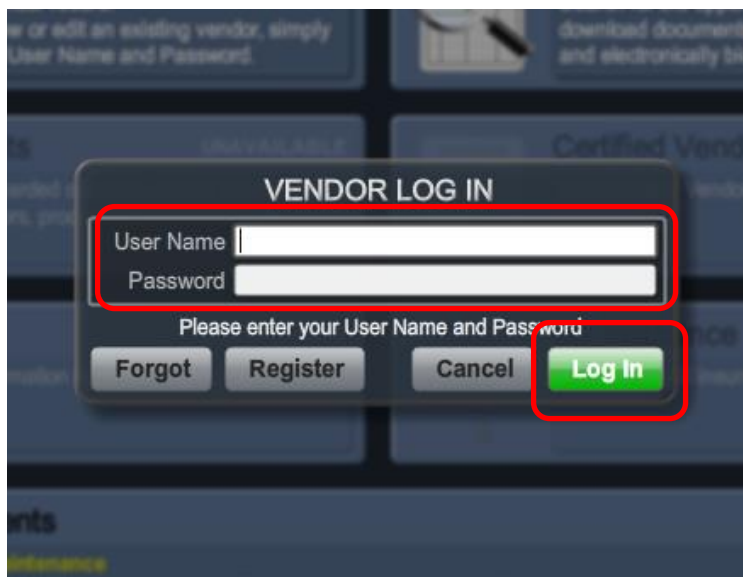
<https://www.planetbids.com/portal/portal.cfm?CompanyID=14770>

You will be directed to the screen illustrated below:

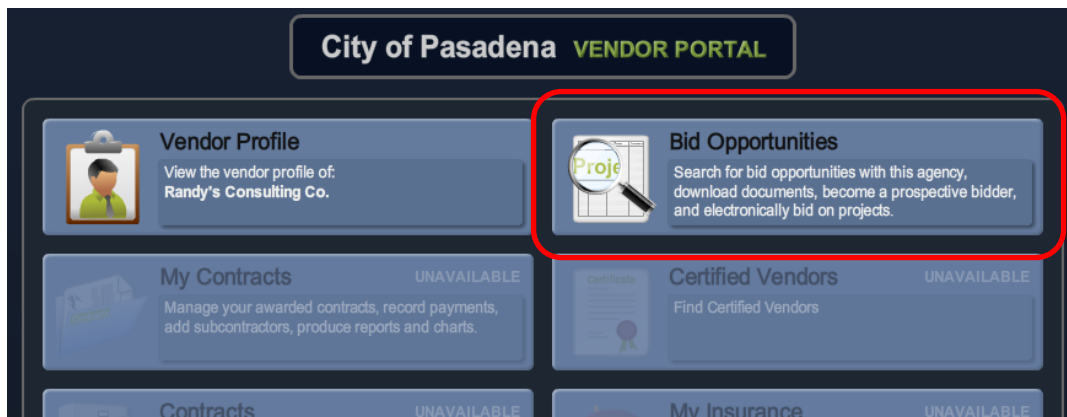


Click the green **Log In** button at bottom right corner of the screen.

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' modal window. The window has a title bar that says 'VENDOR LOG IN'. Below the title bar are two input fields: 'User Name' and 'Password'. Below these fields is a prompt: 'Please enter your User Name and Password'. At the bottom of the window are four buttons: 'Forgot', 'Register', 'Cancel', and 'Log In'. The 'Log In' button is green and is highlighted with a red rectangular box. The background of the window is dark blue with some faint text and icons.

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, 96 | 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.

15.9 **SAMPLE CONTRACT**

SERVICES CONTRACT NO.

THIS CONTRACT is made between the CITY OF PASADENA ("City"), a municipal corporation, and **[insert name]** (the "Contractor"), a consultant, for independent contractor consulting services.

IT IS AGREED:

1.0 EMPLOYMENT OF CONTRACTOR.

1.1 City agrees to engage Contractor to perform the services as hereinafter set forth as authorized by the City Council on _____.

1.2 The term of this Contract shall be ____ (__) years from the date of execution by the City, or until the amount of _____, is expended, whichever occurs first. This Contract may be extended for a period of up to ____ (__) additional ____-year extension periods not to exceed \$_____ each, subject to the approval of the City Manager, as provided in Exhibit "A" hereto.

2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all work necessary to complete [the services set forth in the Request for Proposals dated _____ and City Specifications dated _____ (Exhibit "___"), and Contractor's Proposal to the City ("Proposal") dated _____ (Exhibit "___"), both of which are attached to and incorporated into this Contract by reference] [or the following services:]

2.2 All services shall be performed to the satisfaction of City.

2.3 All services shall be performed according to the standards then prevailing in the _____ profession.

2.4 All services shall be consistent with the intent of the project and the Scope of Work provided.

3.0 PERSONNEL.

3.1 Contractor represents that it employs, or will employ, at its own

expense, all personnel required to perform the services under this Contract.

3.2 Contractor shall not subcontract any services to be performed by it under this Contract without prior written approval of City.

3.3 All of the services required hereunder will be performed by the Contractor. Contractor, and all personnel engaged in the work, shall be fully qualified and authorized or permitted under State and local law to perform such services and shall be subject to approval by the City.

3.4 To the extent any of the work undertaken in performing the services of this contract may be considered a “public work” and thereby trigger California Prevailing Wage Requirements:

3.4.1 Contractor shall not knowingly pay less than the general prevailing rate for per diem wages, as determined by the State of California Department of Industrial Relations and referred to in the Notice Inviting Bids, to any worker employed for the work to be performed under this contract; and the Contractor shall forfeit as a penalty to the City the sum of Fifty Dollars (\$50.00) for each calendar day, or fraction thereof, for such worker paid by the Contractor or by any subcontractor under the Contractor in violation of this provision (Sections 1770-1782, Labor Code of California).

1.4.2 Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of this public works project unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

3.4.3 This Project may be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

3.4.4 Contractor may be required to post job site notices prescribed by regulation (See e.g. 8 Cal. Code Reg. Section 16451(d).

3.4.5 Contractors and Subcontractors may be required to furnish electronic certified payroll records directly to the California Labor Commissioner (aka Division of Labor Standards Enforcement).

3.5 Contractor shall also not knowingly pay less than the Living Wage as that term is defined in the Pasadena Living Wage Ordinance, Pasadena Municipal Code, Chapter 4.11. If there is a difference between the State minimum wage rates and the Pasadena Living Wage, the Contractor and his subcontractors shall pay not less than the highest wage rate.

4.0 TIME OF PERFORMANCE.

4.1 Contractor shall commence its services [**immediately upon the** **[immediately upon receipt of a Notice to Proceed]** **[within ____ (__) calendar days after the]** execution of this Contract, and shall complete the services on or before March 31, 2021 with all invoices submitted by April 30, 2021.

4.2 The time for performing the services may only be extended in writing by City, and only upon a showing of good cause, in the City's sole discretion.

5.0 COMPENSATION AND FEES.

5.1 For satisfactory and timely performance of the services provided for hereunder, the City will pay Contractor an amount not to exceed seventy-one thousand two-hundred and fifty dollars (\$ 71,250) [**base amount of contract**]

5.2 Contractor shall, at its sole cost and expense, furnish all necessary and incidental labor, material, supplies, facilities, equipment and transportation, which may be required for furnishing services pursuant to this Contract. Materials shall be of the highest quality. The above Contract fee shall include all professional time and all clerical, administrative, overhead, insurance, reproduction, telephone, air travel, auto rental, subsistence, and all related expenses.

6.0 PAYMENT.

6.1 [On the first day of each calendar month during the Contract term], Contractor

shall submit to the City an invoice for the services completed, authorized expenses, and authorized extra work actually performed or incurred **[during the immediately preceding calendar month]**.

6.3 Each such invoice shall state the basis for the amount invoiced, including the services completed, the number of hours spent, reimbursable expenses incurred and any extra work performed.

6.4 Contractor shall also submit a progress report with each invoice that describes in reasonable detail the services and the extra work, if any, performed in the immediately preceding calendar month.

6.5 City will pay Contractor the amount invoiced within thirty (30) days after the City approves the invoice.

6.6 Payment of such invoices shall be payment in full for all services, authorized costs and authorized extra work covered by that invoice.

7.0 CHANGE ORDERS.

7.1 [first alternative provisions] No payment for extra services caused by a change in scope of work or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as a written change order. The change order shall set forth the specific changes of work and extension of time for preparation and adjustment of the fee to be paid by City to Contractor.

7.2 The _____ **[Title of Department Head]** shall have the authority to approve all change orders not to exceed the aggregate sum of \$_____. Any change order in excess of this aggregate sum must be approved in advance by the City Council. No claim for said additional work shall be made unless specifically authorized in writing by City.

7.3 [second alternative provision] There is no change order authority provided in this Contract.

8.0 CITY'S RESPONSIBILITY.

8.1 City shall cooperate with Contractor as may be reasonably necessary for Contractor to perform its services; and will give required decisions as promptly and

practicable so as to avoid unreasonable delay in the progress of Contractor's services.

9.0 GENERAL TERMS AND CONDITIONS.

9.1 INDEPENDENT CONTRACTOR.

9.1.1 It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent or employee of City and shall furnish such services in its own manner and method except as required by this Contract. Further, Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

9.1.2 Contractor acknowledges that Contractor and any subcontractors agents or employees employed by Contractor shall not, under any circumstances, be considered employees of the City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

9.2 CONTRACTOR NOT AGENT. Except as the City may authorize in writing, Contractor and its subcontractors shall have no authority, express or implied, to act on behalf of or bind the City in any capacity whatsoever as agents or otherwise.

9.3 OWNERSHIP OF WORK. All reports, drawings, plans, specifications, printouts, studies, memoranda, computation sheets and other documents (whether on paper or stored in any electronic/digital form) prepared by Contractor in furtherance of the work shall be the sole property of City and shall be

delivered to City whenever requested. Contractor shall keep such documents and materials on file and available for audit by the City for at least five (5) years after completion or earlier termination of this Contract. Contractor may make duplicate copies of such materials and documents for its own files or for such other purposes as may be authorized in writing by the City.

9.4 CORRECTION OF WORK. Contractor shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services and other work, without additional cost to the City. The performance or acceptance of services furnished by Contractor shall not relieve the Contractor from the obligation to correct subsequently discovered defects, inaccuracies or incompleteness.

9.5 WAIVER. The City's waiver of any term, condition, breach or default of this Contract shall not be considered to be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived.

9.6 SUCCESSORS. This Contract shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, successors and/or assigns.

9.7 NO ASSIGNMENT. Contractor shall not assign or transfer this Contract or any rights hereunder without the prior written consent of the City and approval by the City Attorney, which may be withheld in the City's sole discretion. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach by the Contractor of its obligations under this Contract. No assignment shall release the original parties or otherwise constitute a novation.

9.8 COMPLIANCE WITH LAWS. Contractor shall comply with all Federal, State, County and City laws, ordinances, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof, including but without limitation the Pasadena Living Wage Ordinance.

9.9 INTERPRETATION.

9.9.1 Applicable Law. This Contract, and the rights and duties of the parties hereunder (both procedural and substantive), shall be

governed by and construed according to the laws of the State of California.

9.9.2 Entire Agreement. This Contract, including any Exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation and agreements (written or oral).

9.9.3 Written Amendment. This Contract may only be changed by written amendment signed by Contractor and the City Manager or other authorized representative of the City, subject to any requisite authorization by the City Council. Any oral representations or modifications concerning this Contract shall be of no force or effect.

9.9.4 Severability. If any provision in this Contract is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Contract, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Contract.

9.9.5 Order of Precedence. In case of conflict between the terms of this Contract and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Contract shall strictly prevail. **[The terms of the City's Request for Proposals shall control over the Contractor's Proposal.]**

9.9.6 Choice of Forum. The parties hereby agree that this Contract is to be enforced in accordance with the laws of the State of California, is entered into and is to be performed in the City of Pasadena and that all claims or controversies arising out of or related performance under this Contract shall be submitted to and resolved in a forum within the County of Los Angeles at a place to be determined by the rules of the forum.

9.9.7 Duplicate Originals. There shall be two (2) fully signed copies of

this Contract, each of which shall be deemed an original.

9.10 TIME OF ESSENCE. Time is strictly of the essence with respect to provisions under this Contract and each and every covenant, term and provision hereof.

9.11 AUTHORITY OF CONTRACTOR. The Contractor hereby represents and warrants to the City that the Contractor has the right, power, legal capacity and authority to enter into and perform its obligations under this Contract, and its execution of this Contract has been duly authorized.

9.12 ARBITRATION OF DISPUTES. Any dispute for under \$25,000 arising out of or relating to the negotiation, construction, performance, non-performance, breach or any other aspect of this Contract, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association at Los Angeles, California and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. The City does not waive its right to object to the timeliness or sufficiency of any claim filed or required to be filed against the City and reserves the right to conduct full discovery.

9.13 INDEMNITY.

9.13.1 Contractor agrees to indemnify, hold harmless and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law, the City, its City Council and each member thereof, and its officers, employees, commission members and representatives, from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part result from, or arise out of, or are claimed to result from or to arise out of:

- A. Any activity on or use of City's premises or facilities or any performance under this Contract; or
- B. Any acts, errors or omissions (including, without limitation professional negligence) of Contractor, its employees, representatives, subcontractors, or agents in connection with the performance of this Contract.

9.13.2 This agreement to indemnify includes, but is not limited to, personal injury (including death at any time) and property or other damage (including, but without limitation, contract or tort or patent, copyright, trade secret or trademark infringement) sustained by any person or persons (including, but not limited to, companies, or corporations, Contractor and its employees or agents, and members of the general public). The sole negligence or willful misconduct of City, its employees or agents other than Contractor or Contractor's subcontractors are excluded from this indemnity agreement.

9.14 RELEASE. Contractor agrees to release and covenants not to sue the City, its City Council and each member thereof, and its officers, employees, commission members and representatives for any damage or injury (including death) to itself, its officers, employees, agents and independent contractors damaged or claiming to be damaged from any performance under this Contract.

9.15 INSURANCE. Contractor shall, at its own expense, procure and maintain policies of insurance of the types and in the amounts set forth below, for the duration of the Contract, including any extensions thereto. The policies shall state that they afford primary coverage.

9.15.1 Automobile Liability with minimum limits of at least \$100,000/300,000/50,000 if written on a personal automobile liability form, for using a personal vehicle; or an amount of \$1,000,000 including owned, hired, and non-owned liability coverage if written on a Commercial automobile liability form.

9.15.2 General Liability with minimum limits of at least \$1,000,000 combined single limits written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" form or its equivalent for coverage on an occurrence basis. Premises/Operations and Personal Injury Coverage is required. The City of Pasadena, its directors, commissioners, officers, employees, agents and volunteers must be endorsed on the policy, by separate and specific endorsements, as

additional insured's as respects liability arising out of the Contractor's performance of this Contract. Contractor shall also provide Waiver of the right of Subrogation, by separate endorsement, in favor of the City.

- A. If Contractor employs other contractors as part of the services rendered, Contractor's Protective Coverage is required. Contractor may include all subcontractors as insureds under its own policy or shall furnish separate insurance for each subcontractor, meeting the requirements set forth herein.

9.15.3 Professional Errors and Omissions coverage in a sum of at least \$1,000,000. Applicable aggregates must be identified and claims history provided to determine amounts remaining under the aggregate.

9.15.4 Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

- A. Provide copy of permissive self-insurance certificate approved by the State of California; or
- B. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of \$1,000,000 per accident. The policy shall be endorsed, by separate and specific endorsement, to waive all rights of subrogation against City, its directors, commissioners, officers, employees, and volunteers for losses arising from performance of this Contract; or
- C. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

9.15.5 Each insurance policy included in this clause shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice to City.

9.15.6 Insurance shall be placed with insurers with a Best's rating of no less than A:VIII.

9.15.7 Prior to commencement of performance, Contractor shall furnish City with a certificate of insurance for each policy. Each certificate is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by City. City may require complete, certified copies of any or all policies at any time.

9.15.8 Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Contractor shall immediately notify City and cease all performance under this Contract until further directed by the City. In the absence of satisfactory insurance coverage, City may, at its option:

- (a) procure insurance with collection rights for premiums, attorney's fees and costs against Contractor by way of set-off or recoupment from sums due Contractor, at City's option;
- (b) immediately terminate this Contract; or (c) self insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorney's fees and costs, being collectible from Contractor, by way of set-off or recoupment from any sums due Contractor.

9.16 NOTICES. Any notice or demand to be given by one party to the other shall be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the City of Pasadena or any other City department is not adequate notice.

If to the City:

(Name and Title)

(Department)

City of Pasadena

100 North Garfield Avenue, Rm. _____

Pasadena, CA 91109

[With a Copy to:]

(Name and Title)

_William Huang, Housing Director_____

(Department)

_Department of Housing_____

(Street Address)

649 N. Fair Oaks Ave, Suite 202.

Pasadena, CA 91103 _____

(City, State and zip code)

If to the Contractor:

(Name and Title)

(Company Name)

(Street Address)

(City, State and zip code)

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed, upon receipt or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

9.17 TERMINATION FOR CONVENIENCE (Without Cause). City

may terminate this Contract in whole or in part at any time, for any cause or without cause, upon fifteen (15) calendar days' written notice to Contractor. If the Contract is thus terminated by City for reasons other than Contractor's failure to perform its obligations, City shall pay Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Contractor's exclusive remedy for termination without cause.

9.18 DEFAULT. In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Contract by written notice to the defaulting party. The notice shall specify the basis for the default. The Contract shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10) days after the date of the notice. Termination for cause shall relieve the terminating party of further liability or responsibility under this Contract, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination, and except for reimbursement of (1) any payments made by the City for service not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by the City in obtaining substitute performance.

9.19 ASSIGNMENT OF ANTITRUST CAUSES OF ACTION. Contractor hereby agrees to assign to the City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sections 15) or under the Cartwright Act Chapter 2 (Commencing with Section 16700) or part 2 of Division 7 of the Business and Professions Code, or any similar or successor provisions of Federal or State law, arising from purchases of goods, services or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.

10.0 ADDITIONAL ASSURANCES.

10.1 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES.

Contractor agrees to comply with Section 4.08.035 of the City's Competitive Bidding and Purchasing Ordinance of the Pasadena Municipal Code, the rules and regulations promulgated thereunder, the California Fair Employment and Housing Act (Government Code section 12900 et seq.) and to this end:

10.1.1 Contractor certifies and represents that, during the performance of this Contract, the Contractor and any other parties with whom it may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not

discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, marital status. Contractor further certifies that it will not maintain any segregated facilities.

10.1.2 Contractor shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of this Contract, state that it is an “Equal Opportunity Employer” or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, disability, sex, age, medical condition or marital status.

10.1.3 Contractor shall, if requested to so do by the City, certify that it has not, in the performance of this Contract, discriminated against applicants or employees because of their race, religious creed, color, national origin, ancestry, disability, sex, age, medical condition or marital status.

10.1.4 If requested to do so by the City, Contractor shall provide the City with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

10.1.5 Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

10.1.6 The Contractor shall include the provisions set forth in paragraphs numbered 10.1.1 through 10.1.6 of subsection 10.1 of this Contract inclusive, in each of its subcontracts.

10.2 PASADENA BUSINESS LICENSE. Contractor shall obtain, and pay any and all costs associated therewith, any Pasadena Business License which may be required by the Pasadena Municipal Code.

10.3 MAINTENANCE AND INSPECTION OF RECORDS.

The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor's records to the extent the City deems necessary to insure it is receiving all money to which it is entitled under the Contract and/or is paying only the amounts to which Contractor is properly entitled

under the Contract or for other purposes relating to the Contract.

The Contractor shall maintain and preserve all such records for a period of at least 5 years after termination of the Contract. The Contractor shall maintain all such records in the City of Pasadena. If not, the Contractor shall, upon request, promptly deliver the records to the City of Pasadena or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Pasadena, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

10.4 CONFLICT. Contractor hereby represents, warrants and certifies that no member, officer or employee of the Contractor is a director, officer or employee of the City of Pasadena, or a member of any of its boards, commissions or committees, except to the extent permitted by law.

11.0 TAXPAYER PROTECTION AMENDMENT.

Under the provisions of the City of Pasadena Taxpayer Protection Amendment of 2000 ("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/transaction are prohibited from receiving specified gifts, campaign contributions or employment from Contractor/Organization 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. 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 negotiated and/or approved this Contract/transaction.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date set forth below.

DATED:

CITY OF PASADENA

By: _____

Steve Mermell

City Manager

ATTEST:

Mark Jomsky, CMC

City Clerk

DATED:

[COMPANY NAME]

By: _____

(Typed name)

(Title)

APPROVED AS TO FORM:

Lesley Cheung

Assistant City Attorney

REVIEWED:

Erika Estrada
Purchasing Administrator