

CITY  
OF

PASADENA



## REQUEST FOR APPLICATIONS

**Homeless Emergency Aid Program (HEAP)**

AND

**California Emergency Solutions and Housing (CESH)  
Program**

FOR THE

**Department of Housing**

NOTICE REGARDING DISCLOSURE  
OF  
CONTENTS OF DOCUMENT

All responses to this Request for Applications (RFA) 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 applications 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 application which are defined by the contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary". Each element of an application which a contractor desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

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**City of Pasadena**  
**REQUEST FOR APPLICATIONS**  
**FOR**  
**Homeless Emergency Aid Program (HEAP) and**  
**California Emergency Solutions and Housing (CESH) Program**

**1. REQUEST FOR APPLICATIONS**

This Request for Applications (RFA) announces the availability of Homeless Emergency Aid Program (HEAP) and California Emergency Solutions and Housing (CESH) Program funding for homeless services. HEAP funding was authorized by SB 850 and will be passed through the California Homeless Coordinating and Financing Council (HCFC) in the Business, Consumer Services and Housing Agency (BCSH). CESH funding was authorized by SB 850 and will be passed through the California Department of Housing and Community Development (HCD). Both funding sources will be administered locally by the Department of Housing of the City of Pasadena.

In order to be eligible to be considered for funding, all applications must meet threshold requirements, which can be found in Section 11.1 of this RFA, and are also listed in the evaluation criteria for each project type.

**2. DEADLINE FOR SUBMISSIONS**

Parties interested in responding to the RFA are asked to complete and submit one (1) electronic copy at <https://pasadenapartnership.org/heap-cesh-rfa> and one (1) original hard copy (marked "Original") with completed RFA and exhibits that were submitted online by **5pm on Tuesday, April 16th 2019** to:

City of Pasadena Department of Housing  
Attention: Jennifer O'Reilly-Jones  
Homeless Emergency Aid Program (HEAP)  
California Emergency Solutions and Housing (CESH) Program  
649 N. Fair Oaks Ave, Suite 202  
Pasadena, CA 91109

All applications shall be enclosed in sealed envelopes, distinctly marked "RFA" with the title of the RFA and the applicant's name and address appearing on the outside. Applications must be hand delivered. No postmarks or facsimiles will be accepted. All supporting documents must be included in the submissions.

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

### 3. DEADLINE FOR RFA QUESTIONS AND MANDATORY WORKSHOP

City staff are available to answer any questions and provide technical assistance to any organization wishing to submit an application. All requests for technical assistance and questions must be submitted on or before **Thursday, April 11th 2019**. Questions regarding this RFA should be directed only to the person(s) designated below. Do not contact any other City employee or official regarding this RFA.

1. Jennifer O'Reilly-Jones  
Program Coordinator  
Department of Housing  
E-mail: [joreillyjones@cityofpasadena.net](mailto:joreillyjones@cityofpasadena.net)
2. Anna Jacobsen  
Program Coordinator  
Department of Housing  
E-mail: [ajacobsen@cityofpasadena.net](mailto:ajacobsen@cityofpasadena.net)
3. Diana Brown  
Homelessness Policy Fellow  
Department of Housing  
E-mail: [dbro-intern@cityofpasadena.net](mailto:dbro-intern@cityofpasadena.net)

- Questions regarding the City of Pasadena Living Wage Ordinance:

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

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

#### 3.1 Mandatory Workshop

There will be a RFA workshop on **Wednesday, March 13th at 10:00 a.m.** held at the City of Pasadena Department of Housing Community Room (649 N. Fair Oaks Ave, Suite 203. Pasadena, CA 91103). Attendance at the workshop is mandatory in order to submit an application for HEAP and/or CESH funding.

### 4. DEFINITIONS

The words (A) "City", (B) "Department", (C) "Director", or (D) "Contractor", as used in this RFA, 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 an application of the items or services listed herein is in doubt as to the true meaning of any part of this Request for Applications, 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 applicant. An applicant's failure to address the requirements of the addenda may result in the application not being considered. If the City determines that a time extension is required for the application, the addenda will give the new submission date.

The City reserves the right to change any part of these instructions to applicants 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 application 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. HEAP funds are intended to provide immediate emergency assistance to people experiencing or at imminent risk of homelessness. Funding was allocated to Continuums of Care 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 for project types was determined using a local collaborative process with input from local homeless service providers, advocates with lived experience of homelessness, City staff, faith-based organizations, healthcare providers, and business improvement district representatives. All HEAP funded activities must directly benefit the target population.

### 6.3 CESH

The California Emergency Solutions and Housing (CESH) Program was designed to provide \$53 million in funding to Administrative entities in order to assist people who are experiencing or at risk of homelessness. HCD allocates its funding to the state's CoC service areas using a formula method based on the 2017 point-in-time count, the number of extremely low-income households in rental housing that pay more than 50% of household income on rent, and the percentage of households below the federal poverty line.

## 7. OBJECTIVE

The City of Pasadena Department of Housing invites applications from qualified entities to apply for funding under this RFA. The primary objective of this RFA is to fund projects that serve the needs of people experiencing homelessness and strengthen the homeless emergency response system in the City of Pasadena.

## 8. SCOPE OF WORK

### 8.1 Overview

The City of Pasadena is seeking to fund projects that meet the needs of individuals, families, and youth experiencing homelessness. The City expects to receive approximately \$1.42 million in HEAP funding, of which \$1.21 million will be made available through this RFA and is required to be fully expended by March 31, 2021 and invoiced by April 30, 2021. Pending State approval, the City expects to receive approximately \$720,243 in CESH funding, of which \$142,701 will be made available through this RFA.

### 8.2 HEAP Available Funding

This RFA is a two (2) year funding request for projects serving individuals, families, and youth experiencing homelessness. Applications can be for any dollar amount up to the available amounts listed below per project type, and agencies may submit applications for one or more project types. According to the HEAP statute, the City is required to fund a youth-specific application with Homeless Youth Set-Aside dollars. Eligible project types for Homeless Youth Set-Aside funding include Emergency Shelter, Housing Locators, and Direct Healthcare Services. Youth organizations may still apply for Capital Improvements funding separate from the Homeless Youth Set-Aside. The highest scoring youth application across the three eligible project types will be awarded a minimum of \$71,411. If funding for the selected youth application exceeds the minimum allocation, the difference will be deducted from the total available funding in the corresponding project type. If no applications that exclusively serve homeless youth are received, the City reserves the right to withhold the homeless youth set-aside funding from any of the four project type categories and release a subsequent RFA. Funding for all projects is contingent upon award of HEAP funds to the City by the California Homeless Coordinating and Financing Council.



<b>Project Type</b>	<b>Total Available Funding</b>
Emergency Shelter	\$379,145
Housing Locators	\$380,000
Direct Healthcare Services	\$237,500
Capital Improvements	\$142,500
Youth Set-Aside Minimum	\$71,411

### 8.3 CESH Available Funding

This RFA is a one (1) year funding request, renewable for one year pending funding availability from the State, for projects serving individuals, families, and youth experiencing homelessness. Applications should be for the full dollar amount of available funding listed per project type. Agencies may submit applications for one or both project types, and funding will primarily be awarded to the highest scoring application within each project type. This round of CESH funding has been prioritized for two primary activities: Street Outreach and Rapid Rehousing assistance. Funding for both projects is contingent upon award of CESH funds to the City by the California Department of Housing and Community Development.

<b>Project Type</b>	<b>Total Available Funding</b>
Street Outreach	\$65,951
Rapid Rehousing	\$76,750

### 8.4 Eligible Applicants

HEAP and CESH funding is open to non-profit organizations that provide direct services to people experiencing homelessness.

### 8.5 Match Requirements

There is no match requirement for agencies that apply for HEAP or CESH funding in response to this RFA.

### 8.6 Timeline

<b>RFA Released</b>	<b>Mandatory Workshop</b>	<b>Last Day for Questions</b>	<b>Application Deadline</b>	<b>Evaluation Committee</b>	<b>Notification to Applicants</b>
March 6 <sup>th</sup> , 2019	March 13 <sup>th</sup> at 10am	April 11 <sup>th</sup> , 2019	April 16 <sup>th</sup> at 5pm	April 22 <sup>nd</sup> , 2019	April 25 <sup>th</sup> , 2019

### 8.7 Eligible HEAP Costs and Activities

Interested agencies may apply to any of the four (4) project types outlined below. The parameters of this funding are intentionally broad to encourage innovative projects that demonstrate the ability to immediately assist people experiencing homelessness in Pasadena. The examples provided are not an exhaustive list of activities. Applicants are encouraged to be creative when crafting projects that meet needs as previously identified through a Continuum of Care collaborative process. The following are

suggested eligible activities under HEAP that can be funded through this RFA:

## **1. Emergency Shelter**

Responding effectively to homelessness requires a combination of strategies at the local level, including the provision of low-barrier shelter options for people experiencing homelessness who cannot immediately access permanent housing. Projects seeking funding under this activity will aim to enhance the emergency shelter system's ability to be an effective component of an integrated homeless services system and should support the flow from a housing crisis to housing stability.

Emergency Shelter activities may include, but are not limited to, motel vouchers that provide immediate shelter outside of a traditional setting to people experiencing homelessness, limited monetary incentives to motel owners to increase voucher acceptance in the amount equal to 15% of the fees associated with the total length of stay, or a motel liaison who would cultivate relationships with a network of motel owners to increase the number of participating motels. All projects must serve Pasadena clients experiencing homelessness as defined by HUD Categories 1 and 4.

## **2. Housing Locators**

The primary role of housing locators is to engage, recruit, and establish relationships with landlords and property management companies in and around Pasadena to improve access to permanent housing. Services provided will include identification of units for adults, families and youth in Pasadena Continuum of Care (CoC) permanent supportive housing and rapid rehousing programs. The housing locator will also be responsible for developing and maintaining relationships with potential landlords and property management companies, maintaining a regularly updated database of property partners, and providing regular education and assistance to landlords as needed.

## **3. Direct Healthcare Services**

A systematic response to homelessness involves cross-sector collaboration to ensure comprehensive services are provided to support housing stability. People experiencing homelessness suffer from adverse health outcomes at a significantly higher rate than the general population and face higher barriers to accessing quality medical care due to their housing status. Applicants seeking funding under this project type should provide services that address the unique physical and/or mental healthcare needs and barriers of people experiencing homelessness. Direct healthcare services may include, but are not limited to, mobile medicine with outreach teams or in shelter settings, medical respite care, temporary clinics, or co-location of homeless services in the emergency department, urgent care, or community health centers. All projects must serve Pasadena clients experiencing homelessness as defined by HUD Categories 1 and 4 or be located in Pasadena.

## **4. Capital Improvements**

In general, capital improvement costs refer to the acquisition, addition, or restoration of

a facility that will enhance the structure's overall operation. Capital improvement projects include, but are not limited to, renovation and/or rehabilitation to current structures that serve people experiencing homelessness, emergency shelter expansion, and ADA (American Disabilities Act) improvements to existing facilities. Agencies applying to this project type must provide evidence of site control. This can be provided in the form of a mortgage or property deed that shows ownership of the site or a lease agreement with a term of 5 years or more from the date of proposed project completion. All projects must be located in Pasadena, and applicants selected for funding must abide by the provisions of Section 1720 et seq. of the California Labor Code, which requires that the State prevailing wage rate shall be paid to employees where this rate exceeds the Federal wage rate.

### 8.8 Homeless Youth Set-Aside

The HEAP Homeless Youth Set-Aside is intended to provide a dedicated funding stream for youth-specific projects and emphasize the importance of establishing or expanding projects that are oriented to address the needs of homeless youth. The HEAP statute requires a minimum investment of five percent of all awards be set aside for projects that specifically serve homeless youth between the ages of 18-24.

Applicants interested in applying for the homeless youth set-aside funding should submit an application with a minimum funding request of \$71,411 and clearly indicate the application is for a youth-specific project. Only service delivery project types are eligible for homeless youth set-aside funding (i.e. emergency shelter, housing locators, direct healthcare services). Youth organizations may still apply for capital improvement funding separate from the Homeless Youth Set-Aside. All applications for youth set-aside funding must only serve youth experiencing homelessness and cannot serve mixed populations.

### 8.9 Eligible CESH Costs and Activities

Interested agencies may apply to any of the two (2) project types outlined below for CESH funding. All projects must comply with ESG regulations as outlined in the Pasadena Partnership Written Standards.

#### **1. Street Outreach**

Street outreach involves engaging unsheltered individuals, families, and youth experiencing homelessness, connecting them with emergency shelter, housing, or critical services, and providing them with urgent, non-facility-based care. Eligible street outreach costs include:

- *Costs related to essential services for unsheltered persons*, including engagement, emergency physical and mental health services, case management, transportation, assessment of clients and referrals to other homeless agencies, hotel/motel emergency stays, and services for special populations.
- <https://pasadenapartnership.org/street-outreach/>

## **2. Rapid Rehousing**

Funds can be used for individuals or families defined as homeless in HUD categories 1 and 4. All projects are required to follow a Housing First policy. Eligible activities include:

- *Provision of short-term or medium-term rental assistance* to individuals or families who are exiting homelessness (maximum of 24 months in a 3-year period).
- *Housing relocation or stabilization services* for homeless individuals or families, including housing search, mediation with or outreach to property owners, legal services, credit repair, providing security or utility deposits, utility payments, rental assistance for a final month at a location, assistance with moving costs, or other activities that are effective at stabilizing individuals and families in their current housing or quickly moving such individuals and families to other permanent housing.
- <https://pasadenapartnership.org/rrh-written-standards/>

## **9. LOCATION**

Services will be performed City-wide.

## **10. DURATION AND SERVICE DATES**

All HEAP-funded projects must be completed by March 31, 2021 and invoiced by April 30, 2021. HEAP and CESH-funded projects will begin upon the completion of the selection process and contract execution, which is anticipated for July 1, 2019.

The contract term for HEAP-funded projects will be for up to twenty-four (24) months from the date of execution by the City. The contract term for CESH-funded projects will be for up to twelve (12) months from date of execution by the City. Pending funding availability, the contract may be renewed for an optional one year with additional funding subject to the approval of the City Manager.

All applications 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 RFA has been structured to provide specific requirements which function as a standardized framework for the evaluation of a prospective applicant's qualifications. The City, in consultation with the evaluation panel of at least three people and majority City staff, reserves the right to reject any and all applications.

The Evaluation Panel will score applications based on a weighted scale of 100 points. The evaluation panel will score responsive applications with the following criteria and weights:

<b>Evaluation Criteria</b>	<b>Available Points</b>
Agency Capacity	15 pts
Project Design	30 pts
Project Outcomes	20 pts
Project Budget	15 pts
Project Timeline	10 pts
Continuum of Care Needs	10 pts
<b>Maximum Points Available</b>	<b>100 pts</b>

### 11.1 Description of each Evaluation Criteria

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

- a) **Threshold Requirements** – Applicants must meet the following threshold criteria for eligibility as detailed below. If an application does not clearly demonstrate that the project meets these threshold requirements, the application will not be further evaluated and will not be considered for funding.
1. Projects that are selected to receive funding must agree to enter client-level data into the Los Angeles Collaborative HMIS, when it is available for the project type.
  2. Projects that are selected to receive funding are required to participate in the Coordinated Entry System (CES) when it is available for the project type.
  3. All projects must clearly indicate that they can meet the predetermined outcome measures as they apply to their project type (i.e. housing, CES assessment, data quality outcomes, and CoC engagement).
  4. The activities for which HEAP funding are being requested must focus on providing immediate emergency assistance to people experiencing homelessness in the eligible project areas: Emergency Shelter, Housing Locators, Direct Healthcare Services, and Capital Improvements.
  5. The activities for which CESH funding is being requested must be used for the following component types: Street Outreach and Rapid Rehousing.
  6. One hundred percent of HEAP funded projects must be completed by March 31, 2021 and invoiced by April 30, 2021. Any long-term projects

that will require payment after that date are not an appropriate use of HEAP funds available in this RFA.

- b) **Agency Capacity**– Points will be assigned based on whether the applicant has the expertise, staff, and administrative structure needed to support the successful implementation of the project. The applicant should clearly describe any experience with leveraging funding sources, collaborative partnerships and processes that are in place, and how individuals with lived experience of homelessness will be involved in the operation of the project.
- c) **Project Design** – Points will be assigned based on the organization’s capacity to implement the project and if the project has the potential to immediately impact the needs of people experiencing homelessness. Successful applications will clearly describe any experience the agency has and past achievements with implementing similar projects and best practices, identify potential long-term sustainability strategies, and advance the long-term goal of permanent housing. Applicants should provide a clear, comprehensive narrative of what the proposed project looks like and how it will operate.
- d) **Project Outcomes** – Points will be assigned based on how well the project demonstrates that it is able to achieve all of the expected project, data quality (if applicable), and CoC engagement outcomes. The project’s description of activities to meet these outcomes should be detailed, feasible and attainable, and include how the outcomes will be tracked.
- e) **Project Budget** – Points will be assigned based on the project’s provided detailed budget and description of line items. The project’s budget should be feasible, realistic, accurate, and cost effective. Resources that will be leveraged from other funding sources to support the project should be identified accordingly.
- f) **Project Timeline** – Points will be assigned based on the project’s provided timeline and implementation plan, and the extent to which they are feasible, realistic, and detailed. The project should demonstrate its ability to deliver services or start capital improvement activities immediately upon contract award.
- g) **Continuum of Care Needs** – Points will be assigned based on how well the project meets the current needs of the Continuum of Care. Components for consideration will include, but are not limited to, the application’s explanation of the target population’s need and the application’s potential to address services gaps, reduce the incidence of homelessness, and increase access or connection to permanent housing opportunities.

### 11.2 Review Process

An evaluation panel comprised of at least three (3) qualified and non-conflicted individuals will review each application 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; City staff members representing such departments as the Department of Housing and/or the Human Services & Recreation Department; and representatives from other ESG entitlement jurisdictions. The panel will review and evaluate each application that is deemed eligible and complete. Funding will primarily be awarded to the highest scoring application within each project type, and multiple applications within each project type may be awarded funding based on the recommendations of the grants evaluation panel. If a selected application does not utilize all of the available funding, any remaining funding may be awarded to the next highest scoring application within the same project type category, even if it results in a partial award of the original request. The evaluation panel may elect to partially award funding to any selected application if it is determined that a partial award better suits the needs of the Continuum of Care. Agencies may also be awarded funding greater than the amount initially requested. All applications for Homeless Youth Set-Aside funding will be evaluated first and separately from applications serving single adults and families. Applications that exclusively serve homeless youth may be selected for full or partial funding over higher scoring applications that serve other populations if this is the only way to meet the Homeless Youth Set-Aside requirement as mandated by the State. The highest scoring youth application across the three eligible project types will be awarded a minimum of \$71,411. Each application will be evaluated on its own merits and all applications for each project type will be evaluated independently of each other. Ineligible and incomplete applications will not be considered. Funding recommendations will be submitted to the Pasadena City Council for review and final action in June 2019.

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

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

## **12. CONTENTS OF APPLICATION**

The response to this RFA 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 application. The entire application must be printed on standard-size 8½"x11" pages and printed on one side only.

### 12.1 Mandatory Contents

Section 1: Cover letter

Section 2: HEAP and CESH Application

## Section 3: Required Certifications AND Forms (see Attachments)

### 12.2 Specific Requirements for each Section of the Application

#### **Section 1**

“Cover Letter” shall be a maximum one-page letter including the name and address of the organization submitting the application; whether the applying agency 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**

“HEAP and CESH Application” shall include a completed application form as submitted on the Pasadena Partnership website with wet signatures. The required sections to be included in the final submission are as followed:

- a. Cover sheet
- b. Overview
- c. Applicant Information
- d. Agency Capacity
- e. Emergency Shelter (if applying)
- f. Housing Locators (if applying)
- g. Direct Healthcare Services (if applying)
- h. Capital Improvements (if applying)
- i. Street Outreach (if applying)
- j. Rapid Rehousing (if applying)

Applicants will also be required to complete and submit one (1) electronic copy at <https://pasadenapartnership.org/heap-cesh-rfa>

#### **Section 3**

“Required Certifications” shall include:

(a) Each applicant must submit a completed Form AA-1. Failure to submit this form will result in automatic disqualification with no exceptions unless the applicant 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



(e) Agency's updated W-9 form from the Department of the Treasury Internal Revenue Service (Rev. October 2018) - <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

(f) Proof of site control is required of applicants that are submitting capital improvement applications

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

### **13. GENERAL REQUIREMENTS**

#### ***13.1 Request for Applications (RFA) Quantities:***

The quantities contained in the RFA documents are approximate only and are for the sole purpose of comparing applications. 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 application.

#### ***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(s) 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 Certificate of insurance***

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

attached herein.

#### 13.4 Standard terms and conditions

Prior to the award of any work hereunder, city and contractor shall enter into the written contract with the City. Applicants responding to this RFA are strongly advised to review all the terms and conditions of the contract should they be selected for funding.

#### 13.5 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 people with disabilities are encouraged to submit bids or applications. 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.

#### 13.6 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 applicant 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 applicant is a corporation, formal proof of the authority of the officer signing the application to bind the corporation must be submitted with said application. A copy of the corporate resolution or minutes can be adequate proof. A simple letter is not sufficient.

#### 13.8 Withdrawal of application

Any applicant may withdraw its application, by written request at any time prior to the time set for the opening of applications.

#### 13.9 Firm commitment of availability of service

Once an application is opened, an applicant is expected to maintain an availability of service as set forth in its application for at least four months after date for opening applications.

#### 13.10 Reservations

The City reserves the right to reject any or all applications and any item or items therein, and to waive any non-conformity of applications with this RFA, whether of a technical or

substantive nature, as the interest of the City may require.

13.11 Declaration of non-collusion

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

13.12 Documents to be construed together

The Request for Applications, the application, 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.

13.14 Errors and omissions

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

13.15 RFA not contractual

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

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

Each applicant 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.

13.17 Taxes

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

13.18 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.

### 13.19 Public Contract Code Sec. 9204 Public Works Claims Procedure

Observe attached details regarding Public Contract Code Section 9204. Public Contract Code Section 9204, specifies procedural requirements for claims submitted by a contractor on any public works project.

### 13.20 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, it must be submitted prior to contract award and no more than ten working days after the bid opening. Any responsive applicant who has submitted an application may file a protest. All protests must be in writing, dated, with the specific name of the application, signed by an authorized representative of the agency, and must contain clear and complete statements of the reason(s) for the protest; including citing the law(s), regulations or procedures on which the protest is based. It is the sole responsibility of the aggrieved agency to provide all necessary facts and evidence to support the written protest. Protests should be addressed and delivered to the representative below:

Jennifer O'Reilly-Jones  
649 N. Fair Oaks Ave, Suite 202.  
Pasadena, CA 91103

The designated representative will review any protest(s) and issue a written decision within ten working days of receipt of the written protest.

## **14. APPLICANT'S CHECKLIST**

### TO THE APPLICANT:

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 application unacceptable.

Please ensure that all items are submitted with your application.

- HEAP AND CESH APPLICATION (Signed by Applicant)
- DECLARATION OF NON-COLLUSION (Signed by Applicant)
- VENDOR QUESTIONNAIRE (forms AA1; AA2; and AA3 signed by Applicant)
- TAX PAYER PROTECTION ACT

APPLICANT must complete and submit one (1) ELECTRONIC COPY at <https://pasadenapartnership.org/heap-cesh-rfa> and One (1) ORIGINAL application as submitted online with wet signatures.

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

Deliver in person before the time and day listed in the Request for Applications notice. Applications must be received in the Department's Office before that time.

## **ADDITIONAL REQUIREMENT**

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

- TAX PAYER PROTECTION ACT – APPLICANT SUBMITS A COPY OF THE COMPLETED TPA FORM TO THE CITY CLERK’S OFFICE

E-MAIL: [OfficialRecords-CityClerk@Cityofpasadena.net](mailto: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:

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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:	
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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
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
<b>CLASSIFICATION</b>								
<b>Officials/Managers</b>								
<b>Professionals</b>								
<b>Technicians</b>								
<b>Office/Clerical</b>								
<b>Skilled Craft Workers</b>								
<b>Operators (semi-skilled)</b>								
<b>Laborers</b>								
<b>Service Workers</b>								
<b>TOTAL</b>								



**15.3 Non-Collusion Declaration to be Executed by Proposer and Submitted with Bid/Application**

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/application submitted herewith to the City of Pasadena declares:

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

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

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

That said Applicant 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 Applicant or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of bids/ application, said Applicant:

a. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham bid/ application;

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/ application, or that anyone should refrain from bidding or withdraw his or her bid/ application;

c. Did not, in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to raise or fix the bid/ application price of said Applicant or of anyone else, or to raise or fix any overhead, profit, or cost element of the bid/ application price, or of that of anyone else;

d. Did not, directly or indirectly, submit his or her bid/ application 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 Applicant in his or her business.

Any person executing this declaration on behalf of a Applicant 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 Applicant.

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 City of 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><br/><i>cluding operations, products</i><br/><i>and completed operations.)</i></p> | <p><b>\$1,000,000</b></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:</p>   | <p><b>\$1,000,000</b></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:</p>   | <p><b>\$1,000,000</b></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

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 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 RFA 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](mailto: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.)*

<b>1. Contractor/Organization Name:</b>
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<b>2. Type of Entity:</b> <input type="checkbox"/> non-government <input type="checkbox"/> nonprofit 501(c)(3), (4), or (6)
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<b>3. Name(s) of trustees, directors, partners, officers of Contractor/Organization:</b>

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

Prepared by: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

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