



REQUEST FOR PROPOSALS

PASADENA HOMELESS OUTREACH PSYCHIATRIC EVALUATION (HOPE) TEAM STREET OUTREACH AND SERVICES LIAISON

FOR THE

Department of Housing

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	7
6. BACKGROUND	7
6.1 CITY OF PASADENA	7
6.2 HOPE TEAM.....	7
7. OBJECTIVE	8
8. SCOPE OF WORK.....	8
8.1 OVERVIEW	9
8.2 ELIGIBLE APPLICANTS	9
8.3 REQUIREMENTS.....	9
8.4 MATCH REQUIREMENTS.....	10
8.5 ANTICIPATED TIMELINE	10
8.6 ELIGIBLE COSTS AND ACTIVITIES.....	10
9. LOCATION	10
10. DURATION AND SERVICE DATES	11
11. EVALUATION PROCEDURES AND CRITERIA	11
11.1 EVALUATION CRITERIA	11
11.2 DESCRIPTION OF EACH EVALUATION CRITERIA	11
11.3 REVIEW PROCESS	12
12. CONTENTS OF PROPOSAL	13
12.1 MANDATORY CONTENTS	13
12.2 SPECIFIC REQUIREMENTS FOR EACH SECTION OF THE PROPOSAL.....	13
SECTION 1: COVER LETTER	13
SECTION 2: TABLE OF CONTENTS	13
SECTION 3: APPLICANT INFORMATION	13
SECTION 4: ADMINISTRATIVE CAPACITY.....	13
SECTION 5: AGENCY EXPERIENCE AND PROJECT MANAGEMENT	14
SECTION 6: OUTREACH APPROACH AND SERVICE DELIVERY	14
SECTION 7: PROJECT OUTCOMES	14
SECTION 8: PROPOSED BUDGET AND TIMELINE.....	15
SECTION 9: REQUIRED CERTIFICATIONS AND FORMS (SEE ATTACHMENTS)	15
13. GENERAL REQUIREMENTS	15
13.1 REQUEST FOR PROPOSALS (RFP) QUANTATIES	15
13.2 PASADENA LIVING WAGE ORDINANCE	15
13.3 LOCAL PREFERENCE	16
13.4 CERTIFICATE OF INSURANCE	16
13.5 STANDARD TERMS AND CONDITIONS.....	16
13.6 EQUAL OPPORTUNITY CONTRACTING	17
13.7 PROOF OF AUTHORITY	17

13.8	WITHDRAWAL OF PROPOSAL.....	17
13.9	FIRM COMMITMENT OF AVAILABILITY OF SERVICE.....	17
13.10	RESERVATIONS.....	17
13.11	DECLARATION OF NON-COLLUSION.....	17
13.12	DOCUMENTS TO BE CONSTRUED TOGETHER	17
13.13	ERRORS AND OMISSIONS	18
13.14	RFP NOT CONTRACTUAL	18
13.15	PATENT FEES; PATENT, COPYRIGHT, TRADE SECRET AND TRADEMARK FEES.....	18
13.16	TAXES	18
13.17	TAXPAYER PROTECTION AMENDMENT	18
13.18	PUBLIC CONTRACT CODE SEC. 9204 NEW PUBLIC WORKS CLAIMS PROCEDURE	18
13.19	PROTEST PROCEDURE.....	18
14.	PROPOSER’S CHECKLIST	19
15.	ATTACHMENTS	20
	VENDOR QUESTIONNAIRE (FORM AA-1).....	21
15.1	PROJECT WORKFORCE UTILIZATION (FORM AA-2)	22
15.2	CURRENT PERMANENT WORKFORCE UTILIZATION (FORM AA-3).....	23
15.3	NON-COLLUSION DECLARATION.....	24
15.4	CITYOF PASADENA INSURANCE REQUIREMENTS.....	25
15.5	PUBLIC CONTRACT CODE SEC. 9204 NEW PUBLIC WORKS CLAIMS PROCEDURE	28
15.6	FEDERAL TERMS AND CONDITIONS.	32
15.7	TAXPAYER PROTECTION ACT.....	33
	LIVING WAGE COMPLIANCE FORM.....	35
15.8	INSTRUCTIONS FOR REGISTERING ONTO PLANET BIDS:	36
15.9	SAMPLE CONTRACT	40

City of Pasadena
REQUEST FOR PROPOSALS
FOR
HOPE Team Street Outreach and Services Liaison

1. REQUEST FOR PROPOSALS

The City of Pasadena is seeking a qualified applicant to work in conjunction with the Police Department's Homeless Outreach Psychiatric Evaluation (HOPE) team and designate a person or persons to act as a liaison that will provide street outreach and service linkages as outlined in this RFP. The liaison should possess a strong knowledge of local resources that serve people experiencing homelessness to facilitate meaningful referrals and access to services and should be skilled in developing trusting relationships. The street outreach and services liaison's core competencies should include a demonstrated ability to work effectively with others, including vulnerable populations, and collaborate across disciplines to develop coordinated strategies in partnership with law enforcement officers that better support people experiencing unsheltered homelessness.

The HOPE team street outreach and services liaison will be funded by the City of Pasadena and the California Emergency Solutions and Housing (CESH) program. The selected proposal will be awarded a contract of no more than \$80,000 for this project.

2. DEADLINE FOR SUBMISSIONS

Parties interested in responding are asked to submit one (1) original hard copy (marked "Original") and one (1) electronic copy on a USB flash drive with completed RFP and exhibits in a sealed envelope or package no later than 5:00 PM on 1/22/2020, to:

City of Pasadena Department of Housing
Attention: Jennifer O'Reilly-Jones
HOPE TEAM STREET OUTREACH AND SERVICES LIAISON
100 N. Garfield Ave
P.O. Box 7115
Pasadena, CA 91109

The Proposal shall be clearly titled:

City of Pasadena
Department of Housing
HOPE TEAM STREET OUTREACH AND SERVICES LIAISON

All Proposals shall be enclosed in sealed envelopes, distinctly marked "RFP" with the title of the RFP and the Proposer's name and address appearing on the outside. Proposals received after the Proposal Deadline may not be accepted by the City.

3. DEADLINE FOR RFP QUESTIONS

City staff is 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 **1/15/2020**. Questions regarding this Request for Proposals should be directed only to the person(s) designated below. Do not contact any other City employee or official regarding this RFP.

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

- General and/or technical questions:

Jennifer O'Reilly-Jones
Program Coordinator
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) 744-8382
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 HOPE Team

The mission of the Pasadena Police Department and the Los Angeles County Department of Mental Health's Homeless Outreach Psychiatric Evaluation (HOPE) team is to provide effective, collaborative, and compassionate mental health and emergency response services to people experiencing homelessness who are in crisis and in need of housing and related social services.

The Pasadena Police Department created the HOPE team in January 2002. In keeping with its core values and commitment to excellence, innovation, and integrity, the Police Department entered into a partnership with the Los Angeles County Department of Mental Health to better respond to homelessness within the community and to provide cooperative, compassionate, mental health/emergency response services. This unique police officer-civilian clinician team-approach pioneered the "HOPE" model of mental health crisis response. What makes the HOPE team different from similar units in other departments is that members are first responders to emergency mental health crisis calls with specialized training and are proactive by continuously seeking out contact with people who are in need of services prior to crisis situations occurring. The HOPE team's target

population is people living on the streets who are experiencing unsheltered homelessness and individuals struggling with mental health conditions who reside in the City of Pasadena.

Another major aspect of the HOPE approach is building relationships and establishing trust among clients. This is critical in working to engage with and connect people to services or alternative housing opportunities and in being able to de-escalate a situation when someone is in crisis. The HOPE Team has forged many working community partnerships with a host of public and private social service organizations throughout the City. HOPE Team Officers are specially trained in crisis communications and are graduates of Crisis Intervention Team (CIT) Training Academies throughout the state. The HOPE Team also specializes in multi-agency, long-term psychiatric problem solving.

7. OBJECTIVE

Street outreach is a critical component of the City's homeless crisis response system. The City is seeking to invest in a strategic partnership between a homeless services provider and the Police Department's HOPE team to proactively outreach to people experiencing unsheltered homelessness and provide appropriate follow-up support to ensure access to services. The primary objective of this RFP is to identify a homeless services agency that will receive funding to place a street outreach and services liaison on the City's HOPE team to support identified unmet needs. This person will conduct outreach and respond to calls for service with the HOPE team up to five days a week. The role of the street outreach and services liaison will be to work within a harm reduction, trauma-informed, person-centered service model to support the day-to-day outreach efforts of the HOPE team and provide linkages to community resources that will help get people connected to the services they need, including but not limited to enrollment in the Coordinated Entry System (CES) and referrals to temporary and permanent housing. The liaison will also be responsible for ongoing follow-up support to the intervention(s) provided. The liaison is expected to develop and maintain excellent working relationships with community partners and program participants to effectively support people experiencing a housing crisis.

8. SCOPE OF WORK

8.1 OVERVIEW

The City is seeking contract with a qualified applicant (as defined in Section 8.2) that will designate an experienced full-time street outreach and services liaison to support the City's HOPE team. The liaison will engage directly with people experiencing homelessness on the streets of Pasadena in collaboration with the HOPE team to effectively support people transitioning from a housing crisis to housing stability.

8.2 ELIGIBLE APPLICANTS

This funding opportunity is open to units of local government, private non-profits and for-profit organizations that provide direct street outreach services to people experiencing homelessness.

8.3 REQUIREMENTS

At a minimum the proposal must meet the following threshold criteria:

1. The proposer selected to receive funding must enter client-level data into the Los Angeles Collaborative Homeless Management Information System (HMIS).
2. The proposer selected to receive funding is required to participate in the Coordinated Entry System (CES).
3. The proposer must clearly indicate that it can meet all predetermined outcome measures, including CES assessment, data quality outcomes, and Continuum of Care (CoC) engagement (as defined in Section 12.2, subsection 7).

8.4 MATCH REQUIREMENTS

There is no match requirement for agencies that apply for funding in response to this RFP.

8.5 ANTICIPATED TIMELINE

RFP Released	Last Day for Questions	Proposal Deadline	Evaluation Committee	Notification to Applicants
December 19, 2019	January 15, 2020	January 22, 2020	January 28, 2020	January 30, 2020

8.6 ELIGIBLE COSTS AND ACTIVITIES

In general, Street Outreach involves engaging unsheltered adults, families, and youth experiencing homelessness and providing essential necessary services to connect them with emergency shelter, housing, or critical services and providing them with urgent, non-facility-based care. Street Outreach teams are also responsible for providing follow-up support to clients who were previously engaged to support their unique needs. Eligible street outreach costs include:

- *Costs related to essential services for people experiencing unsheltered homelessness*
 - 1) *Engagement:* The cost of activities to locate, identify, and build relationships with people experiencing unsheltered homelessness and engage them for the purpose of providing immediate support, interventions, and connections with homeless assistance programs and/or mainstream social services and housing programs. These activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; and actively connecting and providing information and referrals to programs targeted to people experiencing homelessness and mainstream social services and housing programs, including emergency shelter, bridge housing, community-based services, re-housing and permanent supportive housing programs. Eligible costs also include the cell phone costs of outreach workers during the performance of these activities.
 - 2) *Case management:* The cost of assessing housing and service needs, arranging, coordinating, and monitoring the delivery of individualized

services to meet the needs of the program participant. Eligible services and activities are as follows: using the centralized or coordinated assessment system, conducting an initial evaluation, including verifying and documenting eligibility; counseling; developing, securing and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.

- 3) *Emergency health services*: Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals operating in community-based settings, including streets, parks, and other places where people experiencing unsheltered homelessness are living. Eligible treatment consists of assessing a program participant's health problems and developing a treatment plan; assisting program participants to understand their health needs; providing directly or assisting program participants to obtain appropriate emergency medical treatment; and providing medication and follow-up services.
- 4) *Emergency mental health services*: Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions operating in community-based settings, including streets, parks, and other places where people experiencing unsheltered homelessness are living. Eligible treatment consists of crisis interventions, the prescription of psychotropic medications, explanation about the use and management of medications, and combinations of therapeutic approaches to address multiple problems.
- 5) *Transportation*: The transportation costs of travel by outreach workers, social workers, medical professionals, or other service providers are eligible, provided that this travel takes place during the provision of eligible services. The costs of transporting people experiencing homelessness to emergency shelters or other service facilities are also eligible.
- 6) *Services for special populations*: Funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible in the sections outlined above.

All projects must comply with the Pasadena Partnership Street Outreach Written Standards at <https://pasadenapartnership.org/street-outreach/>.

9. LOCATION

This project will take place throughout the City of Pasadena.

10. DURATION AND SERVICE DATES

Street Outreach services will begin upon the completion of the competitive selection process and contract execution, which is anticipated for April 2020. The initial contract term resulting from these specifications will be for up to twelve (12) months from the date of execution by the City. The City reserves the right to extend the contract for two optional one-year extension periods subject to approval of the City Manager.

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.

11.1 EVALUATION CRITERIA

The evaluation panel will score and evaluate responsive proposals with the criteria and weights as identified below. The competitive selection evaluation criteria are as follows:

Evaluation Criteria	Available Points
Administrative Capacity	15 pts
Agency Experience and Project Management	30 pts
Outreach Approach and Service Delivery	30 pts
Project Outcomes	10 pts
Proposed Budget and Timeline	10 pts
Small or Micro-Business	5 pts
Maximum Points Available	100 pts

11.2 DESCRIPTION OF EACH EVALUATION CRITERIA

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

- a. **Administrative Capacity** – Points will be assigned based on whether the proposer has the capacity to fulfill all financial obligations of the services to be provided and the ability to effectively facilitate all associated accounting functions. Successful proposers should demonstrate sound financial management practices are in place so that the organization can continue operating both financially and programmatically for a reasonable period of time. Proposers should demonstrate that the organization has the capacity to effectively oversee and manage its responsibilities related to agency operation and to efficiently administer the funded program.
- b. **Agency Experience and Project Management** – Points will be assigned based on whether the proposer has the expertise, staff and organizational structure needed to support the successful implementation of this position. This street outreach and services liaison will be expected to understand and work within the existing dynamics of the law enforcement and homeless services fields.

- c. **Outreach Approach and Service Delivery** – Points will be assigned based on the detailed description of how the liaison will deliver the proposed services. The proposer should describe the approach that will be used to provide the following services:
 - Engagement
 - Assessment
 - Intervention and community referrals
 - Follow-up support.
- d. **Project Outcomes** – Points will be assigned based on how well the proposal demonstrates it is able to achieve all of the expected project, data quality and CoC engagement outcomes. The proposal's description of activities to meet these outcomes should be detailed, feasible and attainable.
- e. **Proposed Budget and Timeline** – Points will be assigned based on the provided detailed budget and description of items necessary to support the project.
- f. **Small or Micro-Business** – To be awarded a five (5) point preference for this category, the proposer must be certified by the State of California as a small or micro-business. Refer to the State of California Department of General Services Division for further information: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise#@ViewBag.JumpTo>

11.3 REVIEW PROCESS

An evaluation committee comprised of at least three (3) qualified and non-conflicted City staff will determine which proposals are responsive to City requirements and needs. 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 may not be considered and proposals that receive a score of less than 65 points may not be considered for funding.

Once the grants evaluation panel has reached a decision, staff will recommend a funding award for contract for the highest scoring proposal. The funding recommendation is anticipated to be submitted to the City Manager for approval and final action in February 2020. The City reserves the right to select the proposer that, 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: Applicant Information

Section 4: Administrative Capacity

Section 5: Agency Experience and Project Management

Section 6: Outreach Approach and Service Delivery

Section 7: Project Outcomes

Section 8: Proposed Budget and Timeline

Section 9: 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 organization 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

"Applicant Information" shall include:

- a. Organization Name
- b. Organization Address
- c. Agency Director/CEO Name and Contact Information
- d. Agency Contact Person Name, Title and Contact Information
- e. Name and Signature of Authorized Representative
- f. Certification that the information, statements and proposal submitted are true and

Section 4

"Administrative Capacity" shall include detailed procedures for ensuring operational effectiveness and quality control, and should describe a clear process for managing basic organizational operations, including financial accounting systems and meeting financial requirements for the activities being proposed. This statement should not exceed more than 2,000 characters.

Section 5

"Agency Experience and Project Management" shall include a detailed description of the organization's capacity to carry out the proposed project. Successful proposers should

clearly describe any experience in delivering outreach and services to people experiencing homelessness and any relevant experience in working with people in crisis, including approaches to trauma-informed care and culturally responsive service delivery. If applicable, proposers should include any experience with successfully collaborating with law enforcement officials. Proposals should also describe the typical qualifications, training/certification and expertise of the staff person who will serve as the street outreach liaison and work closely with law enforcement. This statement should not exceed more than 3,000 characters.

Section 6

“Outreach Approach and Service Delivery” shall include a detailed description of how each of the following services will be provided: Engagement, assessment, community referrals and interventions, and follow-up support. Proposers should specify the best practices that will be used to provide outreach and service linkages to ensure that people’s basic needs are met while supporting them along the pathway towards housing stability. Proposers should also describe how they will support the provision of crisis services and ensure that these are client-centered and developmentally appropriate. This section should not exceed more than 3,000 characters.

Section 7

“Project Outcomes” shall include the proposer certifying that they can meet the following project, HMIS and CoC Engagement outcomes. The proposer should also include a description of activities to meet these outcomes that does not exceed more than 2,000 characters.

Minimum Street Outreach Outcomes

- ☐ 60% of clients engaged are assessed through CES
- ☐ 50% of clients engaged are provided services or successfully attain a referral
- ☐ 50% of clients engaged exit to temporary or permanent housing

Minimum HMIS Outcomes

- ☐ Project will participate in HMIS
- ☐ All clients are entered into HMIS within 10 days
- ☐ <5% errors for all Universal Data Elements
- ☐ <5% errors for Personally Identifiable Information (PII)
- ☐ <5% errors for Chronic Homeless status questions
- ☐ <5% inactive records

Minimum CoC Engagement Outcomes

- ☐ The street outreach and services liaison will attend and participate in monthly Pasadena Street Outreach/CES meetings and agency will attend and participate in all full membership meetings.
- ☐ Agency will commit staff to volunteer and participate in the annual Pasadena CoC Homeless Count.

Section 8

“Proposed Budget and Timeline” shall include a project budget that is feasible, realistic, accurate, and cost effective given the maximum funding available. The proposer should

also provide a feasible, realistic, and detailed timeline that illustrates the project's implementation plan.

Section 9

"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. Disclosure pursuant to the City of Pasadena Taxpayer Protection Amendment of 2000, Pasadena City Charter, Charter, Article XVII. (Copy attached).
- d. A completed and signed "Living Wage Compliance" form. (Copy attached)
- e. Evidence of certification by State of California as a small or micro-business, if claiming such preference –
<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

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

13. GENERAL REQUIREMENTS

13.1 REQUEST FOR PROPOSALS (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 budget noted and payment will be made for the amount of services actually provided as determined by the City and accepted at the budget 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 a written in substantially the form attached hereto with such revisions thereto as the City may determine necessary and appropriate. 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

The 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 AMENDMENT PROTECTION

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 (Signed by Proposer)
- o LIVING WAGE COMPLIANCE (Signed by Proposer)

The proposer must submit proposals in an ORIGINAL AND ELECTRONIC COPY.

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

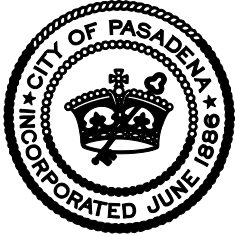
Mail sufficiently early or deliver in person before the time and day listed in the Notice Inviting Proposals. Proposals must be received in the Department's Office before that time.

ADDITIONAL REQUIREMENT

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

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

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
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:

- | | | |
|--|---|--|
| (1) <i>General Liability:</i>
<i>(Including operations, products and completed operations.)</i> | \$1,000,000 | 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. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

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.

PASADENA HOMELESS OUTREACH PSYCHIATRIC EVALUATION (HOPE) TEAM STREET OUTREACH AND
SERVICES LIAISON
Page 28

(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)
-----------	---

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

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

Prepared by: _____

Title: _____

Phone: _____

Date: _____

LIVING WAGE COMPLIANCE FORM

This contract 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 comply with the information provided on the City Website. Please review the information on the link below, as it may be revised on an annual basis at:

[http://www.cityofpasadena.net/Pasadena Living Wage.aspx](http://www.cityofpasadena.net/Pasadena_Living_Wage.aspx)

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.

On August 4, 2008, the Pasadena City Council amended the Living Wage Ordinance such that the provisions of the Living Wage Ordinance may be waived in a bona fide collective bargaining agreement, but only if the waiver is explicitly set forth in clear and unambiguous terms. If this provision applies, you must provide a copy of the collective bargaining agreement to the City.

I do hereby certify and declare under penalty of perjury that if awarded the contract for which this bid/proposal is made _____ will

(Name of Company)

comply with the requirements of the Pasadena Living Wage Ordinance, Pasadena Municipal Code Chapter 4.11 and the rules and regulations promulgated thereunder. I understand that failure to comply with the provisions of the Pasadena Living Wage Ordinance may result in termination of the contract as well as other penalties as stated in Pasadena Municipal Code Chapter 4.11.

Contract Number: _____

(Name)

(Title)

(Signature)

(Date)

Please return this form to the requestor. Questions concerning the Living Wage Ordinance should be directed to the Department of Finance – Purchasing Division 626.744.6755

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):

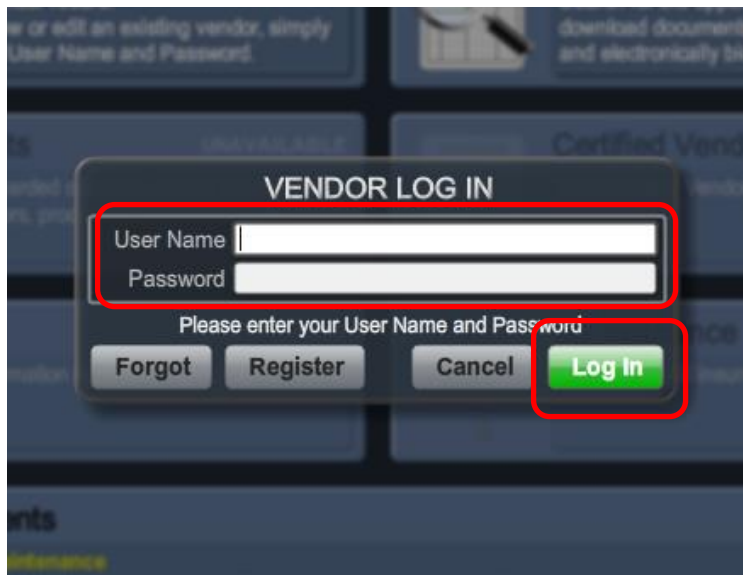
<https://www.planetbids.com/portal/portal.cfm?CompanyID=14770>

You will be directed to the screen illustrated below:

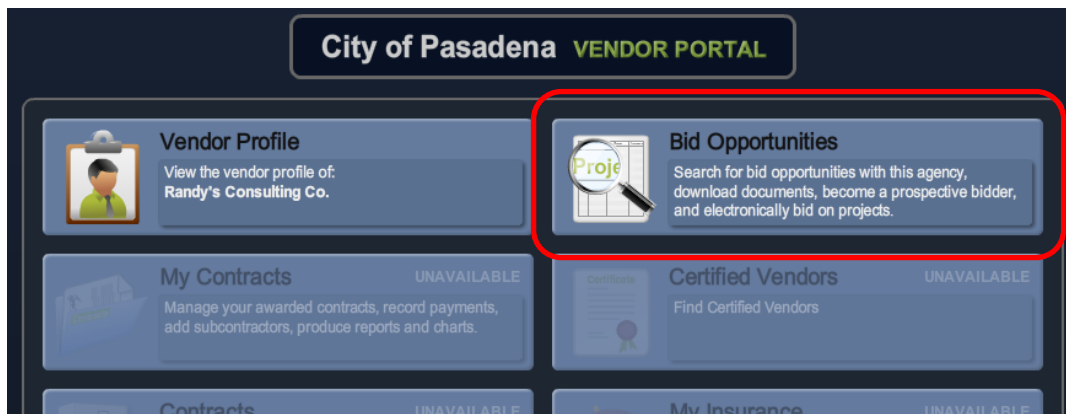


Click the green **Log In** button at bottom right corner of the screen.

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' window. The window has a title bar that says 'VENDOR LOG IN'. Below the title bar, there are two input fields: 'User Name' and 'Password'. Below these fields, there is a prompt: 'Please enter your User Name and Password'. At the bottom of the window, there are four buttons: 'Forgot', 'Register', 'Cancel', and 'Log In'. The 'Log In' button is green and is highlighted with a red rectangle. The 'User Name' and 'Password' fields are also highlighted with a red rectangle.

The VENDOR PORTAL screen will reappear:

A screenshot of the 'City of Pasadena VENDOR PORTAL' screen. The screen has a dark blue header with the text 'City of Pasadena VENDOR PORTAL'. Below the header, there are several tiles. The 'Bid Opportunities' tile is highlighted with a red rectangle. It contains a magnifying glass icon over a document with the word 'Project' on it. The text on the tile says: 'Bid Opportunities', 'Search for bid opportunities with this agency, download documents, become a prospective bidder, and electronically bid on projects.' Other tiles include 'Vendor Profile' (with a person icon), 'My Contracts' (with a document icon), 'Certified Vendors' (with a certificate icon), and 'My Insurance' (with a document icon). The 'UNAVAILABLE' status is shown next to 'My Contracts', 'Certified Vendors', and 'My Insurance'.

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 jhamblen@cityofpasadena.net
Bids to 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**

(Agreement No. _____)

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "Agreement") is made and entered into as of this **[Insert date contract will begin]**, 2020, by and between the CITY OF PASADENA, a municipal corporation and charter city (the "CITY," and **[Insert Contractor's full name and type of legal entity]** (the "CONTRACTOR") with its principal office at _____, California _____.

The CITY and the CONTRACTOR agree as follows:

Section 1. Services of Contractor.

1.1 Scope of Services.. In compliance with all of the terms and conditions of this Agreement, CONTRACTOR shall provide the Services, as more fully set forth in the "Scope of Services" which is attached hereto as Exhibit A (the "Services") and in accordance with the Activity Budget attached hereto as Exhibit B, both of which exhibits are incorporated herein by this reference.

1.2 Time for Performance. Time is of the essence in the performance of this Agreement. CONTRACTOR shall perform and complete all Services in a timely and expeditious manner. CONTRACTOR shall perform such Services in accordance with those schedules which CONTRACTOR and the CITY may mutually agree to from time to time.

1.3 Compliance with Law. All Services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations and laws of the City of Pasadena and any Federal, State or local governmental agency of competent jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. CONTRACTOR shall obtain, at CONTRACTOR's sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement. CONTRACTOR shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for the performance of the Services required by this Agreement.

1.5 Nondiscrimination. CONTRACTOR agrees not to discriminate against any person or class of persons by reason of sex, color, race, creed, religion, marital status, handicap, ancestry or national origin in its provision of Services.

1.6 Familiarity with Work. By executing this Agreement, CONTRACTOR represents and warrants that CONTRACTOR (i) has thoroughly investigated and considered the Services to be performed, (ii) has carefully considered how the Services should be provided, and (iii) fully understands the facilities, difficulties and restrictions attending the provision of the Services under this Agreement. Should the CONTRACTOR discover any latent

or unknown conditions materially differing from those inherent in the provision of such Services or as represented by the CITY, CONTRACTOR shall immediately inform the CITY of such fact and shall not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

1.7 Additional Services. CONTRACTOR shall provide Services in addition to those specified in the Scope of Services ("Additional Services") when directed to do so in writing by the CITY, provided that CONTRACTOR shall not be required to provide any Additional Services without compensation.

Section 2. Term. The term of this Agreement shall be ____ (__) years (the "Initial Term") from the date of execution by the CITY (the "Effective Date"), or until the amount of _____ (\$_____) has been expended, whichever occurs first, subject to earlier termination as provided in Sections 6.2 and 6.3 hereof. The CITY shall have the exclusive right in its discretion to extend the Initial Term for a period of up to ____ (__) additional one-year extension periods (each an "Extension"). The City Manager (or his designee) is hereby authorized on behalf of the CITY to give written notice to the CONTRACTOR of the CITY's intention to exercise each Extension (if at all) no later than thirty (30) days prior to the expiration of the Initial Term or the then expiring Extension. Except as specifically set forth herein, the terms and conditions of each Extension will be the same. The City Manager is hereby authorized to extend the Initial Term of this Agreement, reflecting the exercise of each Extension, provided that the City Council of the CITY approves an appropriation of funds sufficient to cover the amount of compensation required and the parties enter into an amendment to this Agreement. Thereafter, any proposed adjustment to CONTRACTOR's compensation for an Extension shall be submitted to the City Manager, in writing, no later than forty-five (45) days prior to the end of the Initial Term or the then expiring Extension. No adjustment request shall be accepted by the CITY unless timely submitted in writing. No adjustment to compensation shall become effective without the prior written approval of the CITY Manager. Failure to agree upon any proposed increase of rates and charges shall be cause to terminate the Agreement.

Section 3. Compensation.

3.1 Amount of Compensation. During the Term of this Agreement, the CITY shall pay to the CONTRACTOR during each Monthly Period (as such term is hereinafter defined in this Section) monthly compensation in arrears for allowable costs incurred under the Scope of Services and in accordance with the Activity Budget attached hereto as Exhibit B (the "Monthly Compensation"). The Monthly Compensation shall be the CONTRACTOR's sole compensation for the provision of CONTRACTOR's Services under this Agreement. Each "Monthly Period" shall consist of and coincide with each calendar month. The first Monthly Period shall commence upon the Effective Date.

3.2 Billing and Payment Procedures. CONTRACTOR shall present monthly itemized invoices for Services performed and expenses incurred during the previous Monthly Period to the City. Each invoice shall state the date the Services were provided and expenses incurred and the number of hours spent providing the Services. If requested by the CITY, CONTRACTOR shall present additional documentation evidencing the provision of Services

satisfactory to the CITY. The CITY agrees to approve or disapprove CONTRACTOR's invoice and/or additional documentation, as the case may be, within ten (10) days after the CITY's receipt of the invoice and/or additional documentation. The CITY agrees to pay the CONTRACTOR for work satisfactorily performed and expenses properly incurred within thirty (30) days after the CITY's approval of a statement from the CONTRACTOR describing such work and expenses.

3.3 Maximum Compensation. In no event shall the aggregate Monthly Compensation paid to CONTRACTOR over the Term of this Agreement exceed the sum of _____ Dollars (\$ _____) (the "Maximum Compensation").

Section 4. Coordination of Services.

4.1 Representative of City. The CITY's Housing Director, or such person's designee (the "Housing Director"), shall represent the CITY in all matters pertaining to this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by the CITY, the Housing Director is authorized to act unless this Agreement specifically provides otherwise or the context should otherwise require.

4.2 Representative of Contractor. _____ is hereby designated as being the principal and representative of CONTRACTOR authorized to act on CONTRACTOR's behalf with respect to the Services and work to be provided hereunder and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal are a substantial inducement for the CITY to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the Term of this Agreement for directing all activities of CONTRACTOR and devoting sufficient time to personally supervise the provision of Services hereunder by the person designated by the CONTRACTOR to be the outreach and homeless services liaison. The foregoing principal may not be changed by CONTRACTOR and no other personnel may be assigned to supervise the Services to be provided hereunder without the express written consent of the CITY.

4.3 Prohibition Against Subcontracting and Assignments. Neither the whole nor any interest in, nor any of the rights or privileges granted under this Agreement shall be assignable or transferable or encumbered in any way without the prior written consent of CITY. Any such purported assignment, transfer, encumbrance, pledge, subcontracting, or permission given without such consent shall be void as to CITY. This is a personal services contract and the CONTRACTOR was chosen on the basis of characteristics unique to the CONTRACTOR. CITY shall have the right to unreasonably or arbitrarily withhold its consent to any such assignment, transfer, encumbrance, pledge, subcontracting, or permission.

4.4 Independent Contractor. It is understood that in the performance of the Services set forth in Exhibit A to this Agreement, the CONTRACTOR shall be, and is, an independent contractor, and is not an agent or employee of the CITY and shall furnish such services in its own manner and method except as required by this Agreement. The CONTRACTOR has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons assisting the CONTRACTOR in the

performance of the services set forth in Exhibit A to this Agreement. The CONTRACTOR shall be solely responsible for, and shall save the 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 governing such matters.

The CONTRACTOR acknowledges that it and any subcontractors, agents or employees employed by the CONTRACTOR are not entitled to any of the benefits or rights afforded by employees of the CITY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

The CONTRACTOR and its subcontractors shall have no authority, expressed or implied, to act on behalf of the CITY in any capacity whatsoever as agents or otherwise, or contract to bind the CITY to any obligation whatsoever.

Section 6. Maintenance and Inspection of Records. The CONTRACTOR must establish and maintain, on a current basis, a project records file and an adequate accounting system in accordance with generally accepted accounting principles and standards. The CONTRACTOR shall retain and make available for inspection to authorized CITY or other personnel and their agents, for five years (5) after the termination or expiration of this Agreement, all records, including financial, pertaining to its performance under this Agreement. The CONTRACTOR is responsible for maintaining records which fully disclose the activities funded by the Agreement and adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested, of the accuracy of the records and the allowability of expenditures charged. The CONTRACTOR agrees that the CITY or other designees shall have the right to review, obtain, and copy all records and supporting documentation pertaining to the performance of this Agreement. The CONTRACTOR agrees to provide the CITY or other designees with any relevant information requested and permit such entities access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

Section 7. Program Reports and Homeless Management Information System Participation. Monthly, or as frequently as may reasonably be determined by the CITY, the CONTRACTOR shall provide the CITY, on forms provided by the CITY, a program invoice and a report on the status of the Services and evidence of compliance with any regulations governing the performance of Services. The CONTRACTOR shall maintain project data and make available project records that might be required for an audit(s). Client-level data shall be entered into the Homeless Management Information System ("HMIS") electronic data collection

system in accordance with the HMIS Data and Technical Standards Final Notice as published in the Federal Register Volume 69, Number 146. The CONTRACTOR shall be required to compile and maintain, as part of the record, files that verify that program recipients, clients, or beneficiaries met applicable program eligibility requirements pursuant to the Continuum of Care Program Interim Rule. The CONTRACTOR shall generate from HMIS the information required for submission of any required reporting on behalf of the CITY and shall provide the CITY with such information as may be reasonably required at various time for reporting to the City Council and other citizen committees.

Section 8. Confidentiality of Reports. The CONTRACTOR shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the CITY.

Section 9. Minimum Outcomes. The CONTRACTOR agrees to comply with the minimum project outcomes as listed in the proposal submitted for Measure I funding. The CONTRACTOR is required to meet the minimum Data Quality and Continuum of Care Engagement requirements as outlined and set forth below, as well as the applicable project-specific outcomes.

9.1 Minimum Data Quality Requirements:

9.1.1 All clients are entered into HMIS within 10 days.

9.1.2 <5% error rate for Personally Identifiable Information (PII).

9.1.3 <5% error rate for Universal Data Elements.

9.1.4 <5% error rate for Chronic Homeless status questions.

9.1.5 <5% inactive records.

9.2 Minimum Continuum of Care Engagement Requirements:

9.2.1 Agency will attend and participate in at least one CoC committee meeting per quarter and all full membership meetings.

9.2.2 Agency will commit staff to volunteer to participate in the annual Pasadena CoC Homeless Count.

9.3 Minimum Street Outreach Outcomes:

9.3.1 50% of clients served exit to temporary or permanent housing.

9.3.2 60% of clients served are assessed through the Coordinated Entry System (CES).

Section 10. Use of Funds for Entertainment, Meals or Gifts. The CONTRACTOR

Section 11. Notices. All notices, demands or other writings to be made, given or sent

If to CITY: Housing Director
City of Pasadena
_____ N. Fair Oaks Avenue
Pasadena, CA 9110

If _____ to _____
 CONTRACTOR: _____

Section 12. Changes. The CITY may, from time to time, request changes hereunder.

Section 13. Changes in Agreement Allocation. The CITY reserves the right to

Section 14. Termination. This Agreement may be terminated on thirty (30) days'

Section 15. Default. If in the event the CONTRACTOR defaults by failing to fulfill all

date of termination stated in such notice. If terminated for cause, the CITY shall be relieved of further liability or responsibility under this Agreement, or as a result of the termination thereof, including the payment of money, except for payment for approved expenses incurred for Services satisfactorily and timely performed prior to the mailing or service of the notice of termination, and except for reimbursement of (1) any payments made for Services not subsequently performed in a timely and satisfactorily manner, and (2) costs incurred by the CITY in obtaining substitute performance.

Section 16. Indemnification. The CONTRACTOR shall indemnify, release, defend and save harmless the CITY, its City Council and each member thereof, its officers, agents and employees from and against any and all liability, suits, damages, costs, expenses (including attorneys' fees and costs), claims and losses whatsoever accruing or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation for damage, injury, injury to property, or other damage (contract or tort) or death which directly or indirectly, wholly or in part, results or is alleged to have resulted from, or arises or is alleged to have arisen out of any activity, use or performance under this Agreement; or 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 Agreement.

Section 17. Insurance. The CONTRACTOR shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder and the results of that work by Vendor, its agents, representatives, employees or subcontractors. Coverage shall be at least as broad as:

17.1.1 Commercial General Liability (CGL). Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit.

17.1.2 Automobile. ISO Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non- owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

17.1.3 Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

17.2 CONTRACTOR should check with CONTRACTOR'S insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure CONTRACTOR'S obligations under this Agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover CONTRACTOR'S liability under this Agreement. These insurance requirements shall not in any way relieve CONTRACTOR of liability in excess of such coverage, nor shall it preclude

CITY from taking such other actions as are available to it under any other provisions of this Agreement or law. These insurance requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage required, which are applicable to any given loss, shall be available to CITY.

17.3 The insurance to be provided by CONTRACTOR under this Agreement shall not include any endorsement limiting coverage available to CITY that is otherwise required herein; and any policy or endorsement language that (i) negates coverage to CITY for CITY'S own negligence; (ii) limits the duty to defend CITY under the policy; (iii) provides coverage to CITY only if CONTRACTOR is negligent, or (iv) permits the recovery of defense costs from any additional insured. The insurance provided under this Agreement shall not contain any restrictions or limitations which are inconsistent with CITY'S rights under this Agreement.

17.4 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

17.4.1 Additional Insured Status. The City of Pasadena, its City Council, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy 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 can be provided in the form of an endorsement to Vendor's insurance at least as broad as ISO Form CG 20 10 11 85.

17.4.2 Severability of Interests (Cross-Liability). A severability of interest provision must apply for all additional insureds, ensuring that CONTRACTOR'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.

17.4.3 Primary Coverage. For any claims related to this Agreement, CONTRACTOR'S insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects CITY, its City Council, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by CITY, its City Council, its officers, officials, employees, agents, or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

17.4.4 Notice of Cancellation/Change in Coverage. Each insurance policy required above shall state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, non-renewed, or materially changed except after thirty (30) days' prior written notice has been given to CITY, except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

17.4.5 Waiver of Subrogation. CONTRACTOR hereby grants to CITY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision

applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

17.4.6 Self-Insured Retentions. Self-insured retentions must be declared to and approved by CITY. CITY may require CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

17.4.7 Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A:VII.

17.4.8 Verification of Coverage. CONTRACTOR shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR'S obligation to provide them. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

17.4.9 Failure to Maintain Insurance Coverage. If CONTRACTOR, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. CITY, at its sole option, may terminate this Agreement and obtain damages from CONTRACTOR resulting from said breach. Alternatively, CITY may purchase such coverage (but has no special obligation to do so), and without further notice to CONTRACTOR, the CITY may deduct from sums due to CONTRACTOR any premium costs advanced by CITY for such insurance.

17.4.10 Special Risks or Circumstances. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Section 18. Failure to Procure Insurance. The CONTRACTOR's failure to maintain required insurance at all times shall constitute a default and material breach of this Agreement. In the event of the CONTRACTOR's failure to maintain the required insurance at all times, the CONTRACTOR shall immediately notify the CITY and cease all performance under this Agreement until further directed by the CITY. In the absence of the CONTRACTOR's satisfactory insurance coverage, the CITY may, at its option, conduct any of the following actions: (a) procure insurance with collection rights for premiums, attorney's fees and cost against the CONTRACTOR by way of set-off or recoupment from sums due by the CONTRACTOR at the CITY's option; (b) immediately terminate this Agreement; 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 the CONTRACTOR by way of set-off or recoupment from any sums due by the CONTRACTOR.

Section 19. Fair Employment Practices. The CITY is an Equal Opportunity employer. CONTRACTOR expressly agrees to comply with the CITY's ordinances and regulations regarding Equal Employment Opportunity, and as may be mandated by the

regulations governing source of funds supporting this Agreement. The CONTRACTOR expressly agrees to establish compliance with the Equal Opportunity Practices Provisions of the CITY as provided under Pasadena Municipal Code Chapter 4.08, and the rules and regulations adopted pursuant to the ordinance. These requirements conform to applicable law. A finding by the State Fair Employment and Housing Commission that the CONTRACTOR has engaged in an unlawful employment practice (as defined in California Government Code Section 12900, *et seq.*) during the term of this Agreement shall be deemed a breach of this Agreement, and the CONTRACTOR shall pay to the CITY five hundred dollars and zero cents (\$500.00) as liquidated damages for each breach committed under this Agreement.

Section 20. Business license. The CONTRACTOR shall obtain at its expense, and keep in full force and effect during the duration of this Agreement, a business license pursuant to Title 5, Article 1, Chapters 5.04 through 5.16 of the Pasadena Municipal Code.

Section 21. Assurances. Notwithstanding any other provisions of this Agreement, the CITY may elect not to make a particular payment on account of this Agreement if:

- a. Misrepresentation: The CONTRACTOR, with or without knowledge, shall have made any misrepresentation of a substantial and material nature with respect to any information furnished to the CITY.
- b. Litigation: There is then pending litigation with respect to the performance by the CONTRACTOR of any of its duties or obligations hereunder which may jeopardize or adversely affect carrying out its Scope of Services, including any court action or proceeding involving the Federal Bankruptcy Act.
- c. Default: The CONTRACTOR is in default under any provision of this Agreement.

Section 22. Suspension of Funding. The CITY may suspend payments to the CONTRACTOR prior to termination in whole or in part for cause. Cause shall include the following:

22.1.1 CONTRACTOR's failure to comply in any respect with either the terms and/or conditions of this Agreement; or

22.1.2 The CONTRACTOR's submission to the CITY of reports that are incorrect or incomplete in any substantial or material respect; or

22.1.3 State's termination or suspension of the grant of the funds to the CITY for this program.

22.1.4 The CITY may also withhold payment of any unearned portion of the amount authorized under this Agreement if the CONTRACTOR is unable or unwilling to accept any additional conditions that may be required by law, by executive order, by regulation, or by State or CoC policies at any time. Upon the suspension of funds, the CONTRACTOR agrees not to expend any funds related to or connected with any area of conflict concerning which the CITY has determined that suspension of funds is necessary.

Section 23. Conflict of Interest. The CONTRACTOR, and its officers and directors covenant that no persons who exercise or have exercised any functions or responsibilities with respect to this funded activity or who are in a position to participate in a decision-making process or gain inside information with regard to this Agreement, will obtain a personal or financial interest or benefit from this Agreement or have an interest in any contract, subcontract or agreement with respect to this Agreement or the proceeds derived from this Agreement either for themselves or those with whom they have family or business ties during their tenure or one year thereafter. The provisions of this Section apply to the CONTRACTOR, its agents, employees, consultants, officers or elected or appointed officials.

Section 24. Amendments; Variations. This Agreement, including all Exhibits attached herein or incorporated to this Agreement by this reference, embodies the whole of the agreement and understanding of the parties to this Agreement. There are no oral agreements other than what is set forth in writing in this Agreement. Additions or variations of the terms and/or provisions of this Agreement shall not be valid unless made in the form of a written amendment to the Agreement formally approved and executed by both the CITY and the CONTRACTOR. Amendments shall be incorporated by written agreement upon approval by the City Manager or his/her designee.

Section 25. Financial Phase-Out Period. The CONTRACTOR agrees to complete all necessary financial phase-out procedures required by the Housing Director, within a period of not more than sixty (60) calendar days from the expiration date of this Agreement or any earlier termination hereof. This time period will be referred to as the "Financial Phase-Out Period." The CITY shall not be held liable to provide reimbursement for any expenses or costs associated with the Financial Phase-Out Period, if such costs or expenses will result in total program expenditures exceeding the total amount of the Agreement budget. After the expiration of the Financial Phase-Out Period, those funds not paid to the CONTRACTOR under this Agreement, if any, shall be recaptured by the State. The Housing Director may request a final financial audit for activities performed under this Agreement at the expiration of the Final Phase-Out Period.

Section 26. Waiver. The CITY's waiver of one term or condition of this Agreement is neither a waiver of a breach or condition nor a breach of the other terms or conditions of this Agreement.

Section 27. Interpretation.

- a. Order of Precedence. In case of a conflict between the terms of this Agreement and the terms contained in any document attached as an Exhibit, the terms of this Agreement will strictly prevail unless the terms are in conflict with federal, state, or local law, in which case the law shall strictly prevail.
- b. Applicable Law. This Agreement, and the rights and duties of the parties hereunder (both procedural and substantive), shall be governed by the laws of the State of California, except where superseded by federal law.
- c. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the CITY and the CONTRACTOR regarding its subject

matter and supersedes all prior or contemporaneous negotiations, representations, understandings and agreements, written or oral.

- d. Severability. If any provision in this Agreement is held by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 28. Authority of the Contractor. The CONTRACTOR hereby represents and warrants to the CITY that it has the power, right, legal capacity, and authority to enter into this Agreement and the instruments referenced herein, and to perform and consummate the transaction including all of its obligations contemplated in this Agreement. All requisite action has been taken by the CONTRACTOR in connection with entering into this Agreement, the instruments referenced herein, and the consummation of the transactions contemplated hereby.

IN WITNESS WHEREOF, THE CITY AND THE CONTRACTOR HAVE EXECUTED THIS AGREEMENT AS OF THE RESPECTIVE DATES SET FORTH BELOW.

CITY OF PASADENA,
a municipal corporation and charter
city

By: _____
Steve Mermell, City Manager

ATTEST:

Mark Jomsky, City Clerk

APPROVED AS TO FORM:

MICHELE BEAL BAGNERIS
CITY ATTORNEY

By: _____

"CONTRACTOR"

[Insert name of Contractor]

By: _____
Printed Name: _____
Title: _____

EXHIBIT “A”

SCOPE OF SERVICES

[To be attached.]

EXHIBIT “B”

ACTIVITY BUDGET

[To be attached.]