

CITY OF PASADENA 



REQUEST FOR PROPOSALS

FURNISH AND DELIVER
MOBILE SHOWER/LAUNDRY UNIT OPERATIONS
FOR THE
PUBLIC HEALTH DEPARTMENT
CITY OF PASADENA, CALIFORNIA

Attachments:

- A - Master Services Contract
- B - REQUIRED_FORMS_-_AAs_-_SIG-LEGAL-STATUS_-_DECLARATION_OF_NONCOLUSION (27)
- C - DISQUALIFICATION_DISCLOSURE (4)
- D - CONFLICT_OF_INTEREST (5)
- E - Pasadena_Taxpayer_Protection_Amendment_Disclosure (2)
- G - DESIGNATED REPRESENTATIVESdocx
- H - RELEVANT EXPERIENCE FORM
- J - Insurance Requirements



1. Introduction

1. *Summary*

The City of Pasadena Public Health Department (PPHD) seeks proposals from qualified agencies, non-profit organizations, or community-based organizations for mobile shower/laundry unit services. The selected proposer will be responsible for operating and maintaining PPHD's mobile shower/laundry unit, currently located at Bethel Missionary Baptist Church in Northwest Pasadena. Operations tasks include providing onsite services (i.e. checking participants in, monitoring shower time, disinfecting showers between uses, completing participant laundry, thorough cleanings, and others as detailed in scope of work), supplies and hygiene kits, and basic maintenance.

2. *Background*

The City of Pasadena is an ethnically diverse community that is home to approximately 142,017 people. 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.

The Pasadena Public Health Department's Social and Mental Health Division operates several programs for underserved populations. Through its programs for the unhoused community, PPHD offers people experiencing homelessness a safe and clean facility to access showers, laundry service, food, and clothing.

Since 1892, the Pasadena Public Health Department has been responsible for helping protect, maintain and improve the health of the Pasadena community. The City of Pasadena is one of only three cities in the state of California that maintains its own independent local health jurisdiction with responsibility for a wide variety of services that support the three core public health functions of assessment, policy development, and assurance. The Pasadena Public Health Department is committed to building trusting relationships with the community we serve; providing high-quality services; making health services accessible; instilling the value of public health; and creating opportunities that foster health professional excellence.

3. *Contact Information*

Deadline for Questions

The deadline to submit questions related to this solicitation is Wednesday, January 24, 2024, prior to 3:00 pm.

Questions regarding this solicitation should be submitted directly through the City's eProcurement Portal Q&A function. Do not contact any City employee or official regarding this solicitation. Any questions submitted after the date and time specified may not be considered.

Procurement Contact:



Antonio Watson
awatson@cityofpasadena.net
(626) 744-8382

Erika Davies
Management Analyst II
Email: edavies@cityofpasadena.net
Phone: [\(626\) 744-6324](tel:6267446324)
Department:
Public Health Department

4. Timeline

Release Project Date	January 9, 2024
Pre-Proposal Meeting (Non-Mandatory)	January 24, 2024, 3:00pm Bethel Church 1972 N. Fair Oaks Ave. Pasadena, CA 91103 Attendance is optional. Please park on the street. Meet at mobile shower/laundry unit, located in the rear parking lot of the property. The meeting will include a walkthrough of the shower/laundry unit, clothing closet, inventory room, and kitchen.
Question Submission Deadline	January 24, 2024, 3:00pm
Proposal Submission Deadline	February 28, 2024, 5:00pm



2. General Instructions

1. **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.

2. **Funding Source**

This procurement is funded by NO VALUE. Vendors must submit all required documents with their proposal.

3. **Electronic Submission and Delivery Instructions**

Parties interested in responding are required to submit proposals electronically through the City of Pasadena's [eProcurement Portal](#) no later than 5:00 pm on Wednesday, February 28, 2024. Please upload sufficiently early electronically through the city's eProcurement Portal before the time and day listed in the Notice Inviting Proposals. Proposals must be received in the system prior to the deadline.

The entire proposal must be formatted on standard-size 8½"x11" pages; 12 point font only. The "Technical Proposal," "Additional Data," and "Statement of Qualifications" can be no more than 20 grand total pages.

The Price Proposal must include all costs associated with the Technical Proposal as described in the Price Proposal instructions in the "[#Proposer's Submittals/Checklist](#)."

The Technical Proposal should disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions. Along with all required forms and submittals (See [#Attachments](#), and [#Proposer's Submittals/Checklist](#). No Pricing shall be included in this part.

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

4. **Separation of Technical, and Price Proposals**



The proposal must be prepared in two parts: a "Technical Proposal" and a "Price Proposal." Each of the parts shall be separate and complete in itself so evaluation of one may be accomplished separate from the evaluation of the other.

1. The Price Proposal must include all costs associated with the Technical Proposal as described in the Price Proposal instructions in the "[Submittals/Checklist](#)."

Parties interested in responding are required to submit their Price Proposal with their Technical proposal through the City's eProcurement Portal.

The pricing must include the total price proposed to accomplish all the performance and deliverables requested in this RFP, and offered by your firm. Each Proposer must submit a Price Proposal containing all costs associated with the technical proposal. The price proposal shall describe both the total and the detailed price for which the consultant will commit to complete the total scope of work and end products. The price proposal detail shall describe costs for each professional's time, for the completion of each proposed task, and for all materials and supplies.

The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. Costs shall include the proposed costs and, if necessary, the approximate number of hours to provide the services as described in your proposal. Any additional fees outside the scope of the agreement must be approved in writing before commencing services for said fees. Vendor's RFP response must be inclusive of all costs and expenses associated with travel, lodging, and any other incidental costs. The City will not separately reimburse costs not included in the proposal.

2. The Technical Proposal should disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions. Along with all required forms and submittals (See [#Attachments](#), and [Submittals/Checklist](#). No Pricing shall be included in this part.

Reference SAMPLE PRICE PROPOSAL.

Reimbursable cost schedules shall depict only those expenditures that are exclusive to and in support of the scope of services. The proposed reimbursable cost schedule shall include a detailed list of reimbursables.

A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 31 and 2 CFR Part 200.

Each Proposer must submit a PRICE Proposal containing all costs associated with the technical proposal. Using the attached Price Proposal in this RFP, provide Proposer's lump-sum price for performing all services and work called for in the SCOPE OF WORK. The Proposer's lump-sum price shall include, without limitation:

- all designs, equipment, materials, labor, insurance and bond premiums, home office, jobsite, and other overhead, profit and services relating to the Proposer's performance of its obligations under the Contract (including all work, equipment, materials, labor, and services provided by subcontractors and intellectual property rights necessary to perform the work);
performance of each and every portion of the work



- all costs of obtaining Government approvals other than Government approvals that are the responsibility of the City of Pasadena;
- all costs of compliance with Government rules, except to the extent such compliance is the responsibility of the City of Pasadena;
- all taxes, duties, permits, and other fees or royalties incident to the performance of the SCOPE OF WORK;
payment of all salaries, wages, benefits, and expenses of the Proposer's employees;
compensation for all risks, liabilities, and contingencies assigned to the Proposer; and
- all other costs needed or incurred to complete the Project.

5. Pre-Proposal Meeting

See the "Timeline" in the Introduction section ([#Introduction](#)). If there is a Mandatory pre-proposal meeting, bidders/proposers are required to attend at the time, date, and location included in the Timeline. If there is a Non-Mandatory pre-proposal meeting, bidders/proposers are not required to attend.

Each bidder/proposer will have the opportunity to clarify and ask questions regarding the Specifications. The Pre-Proposal Meeting will be held at the time, date, and location in the Timeline of this solicitation.

6. 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.

7. 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 RFP, he/she may submit a question through the City's [eProcurement Portal](#) Q&A section 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 (if any) shall be made available to each Proposer. A proposer's failure to address the requirements of any and all addenda may result in the proposal not being considered. If the City determines that a time extension is required for the proposal, the City will issue an addendum that will give the new submission date. The Proposer is responsible to register on the City's eProcurement Portal and follow the project ,Mobile Shower/Laundry Unit Operations, 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.



3. Scope of Work

1. *Overview*

The City of Pasadena Public Health Department (PPHD) seeks proposals from qualified agencies, non-profit organizations, or community-based organizations for mobile shower/laundry unit operation services. The selected proposer will be responsible for operating and maintaining PPHD's mobile shower/laundry unit, currently located at Bethel Missionary Baptist Church in Northwest Pasadena. Operations tasks include providing onsite services (i.e. checking participants in, monitoring shower time, disinfecting showers between uses, completing participant laundry, thorough cleanings, and others as detailed in scope of work), supplies and hygiene kits, and basic maintenance.

2. *Requirements*

At a minimum, the proposers must be able to meet the following requirements:

Licenses and Insurance

- Proposers must be able to complete all work requested by the City as per the Scope of Work section below and possess all necessary Federal, State, and local licenses to conduct such business. Proposers should not have any violations of any Federal, State, or local license, certification or permit.
- Proposers must be able to provide evidence of required licenses upon request.
- Proposers must be able to meet special insurance requirements as described in Attachment J. Proposers are encouraged to verify with their insurance brokers or providers prior to submitting a response to this RFP to ensure that requirements can be met. Please note that proof of insurance is not required at time of proposal submission, but will be required upon notification of contract award.

Knowledge and Experience

- Proposers must have recent experience working with underserved and at-risk populations, including the unhoused community, older adults, transition age youth (TAY), people with disabilities, people with substance use and/or mental health disorders, and people with justice system involvement experience.
- Proposers must have thorough knowledge and understanding of de-escalation techniques and trauma-informed care.
- Preference will be given to proposers that have experience working with or in the Pasadena community and have knowledge of local needs and resources.

Staffing and Scheduling



- Proposers must have sufficient staffing and scheduling availability to complete all work requested by the City as per the Scope of Work. Selected proposer will be responsible for filling any vacancies or absences so as to minimize disruption to services to the City.
- Selected proposer will be responsible for conducting background checks for staff assigned to the City and will maintain thorough records of each employee.
- Selected proposer must be able to provide sufficient training and supervision to ensure that work completed is thorough and satisfactory.
- Selected proposer will identify a supervisor that will be available to oversee all services and report concerns/issues to the City in a timely manner. This supervisor will be responsible for responding to special requests or concerns from City staff and providing a resolution within 2 business days.

Equipment and Materials

- Proposers must possess all necessary equipment, supplies, tools, and personal protective equipment to complete the work requested by the City.
- Unless otherwise specified in the Scope of Work and/or agreed upon by both parties at a later date, selected proposer will be required to supply materials and other items as listed in the Scope of Work.

Recordkeeping

- Selected proposer will be responsible for maintaining detailed and accurate employee records, including timesheets with dates and hours worked, background check information, and payroll records.
- Selected proposer will be responsible for maintaining participant logs such as sign-in sheets and referral requests.
- Selected proposer will be responsible for submitting accurate, detailed, and timely invoices for payment.

3. Location

Selected proposer will conduct services at PPHD's mobile shower and laundry unit, located at Bethel Missionary Baptist Church, 1972 N. Fair Oaks Ave., Pasadena, CA 91103. At this time, it is not anticipated that the unit will need to travel to other locations.

4. Service Dates

The project period will be from the date of contract execution through September 30, 2024, contingent upon availability of program funding. Contract extensions will be at the discretion of the City and contingent upon availability of funding.

Services will be provided between 8:30am and 4:00pm. These times are inclusive of prep/setup time, lunch and other breaks, and cleanup time. Proposers will be asked to provide price proposals for services 2 days per week and 4 days per week.



5. Scope of Work

The City of Pasadena Public Health Department (PPHD) seeks proposals from qualified agencies, non-profit organizations, or community-based organizations for mobile shower/laundry unit operation services. The selected proposer will be responsible for operating and maintaining PPHD's mobile shower/laundry unit, currently located at Bethel Missionary Baptist Church in Northwest Pasadena.

Proposers should have a thorough knowledge of and experience working with underserved populations, including people experiencing homelessness, older adults, transition age youth (TAY), people with disabilities, people with substance use and/or mental health disorders, and people with justice system involvement experience. Preference will be given to proposers that have experience working with or in the Pasadena community and have knowledge of local needs and resources.

Operations tasks include providing onsite services, supplies and hygiene kits, and basic maintenance.

The selected proposer will be required to complete the following services:

- **Shower Operations:** The mobile shower/laundry unit has two stalls, each with its own shower, toilet, and sink. One stall is ADA compliant with a ramp for participants using wheelchairs or with other mobility concerns.
 - Prior to opening, check supplies (toilet paper, paper towels, hygiene items) and refill as needed.
 - Greet participants and check-in for showers and/or laundry on a first-come, first-served basis.
 - Track shower times to ensure that showers are completed within allotted times.
 - Clean and reset showers in between uses.
 - At close of the day, thoroughly disinfect facilities.
- **Laundry Operations:** The mobile shower/laundry unit has one laundry room with 3 washers and 3 dryers.
 - Wash and dry participant laundry.
 - Organize laundry to ensure that clothing items are not mixed up or lost.
 - Wash, dry, and hang donated clothing items.
- **Food Distribution:** PPHD's onsite programs, GEM Link and TAY Link, offer meals and snacks to participants upon request.
 - Prior to opening, prepare coffee and related items.
 - Upon request, distribute meals and/or snacks to participants.



- **Clothing:** Basic clothing (socks, underwear, t-shirts, shorts, etc.) are available for people without clean clothing to wear after their shower or while waiting for laundry to be completed. The programs also accept donations of gently used clothes for distribution through the clothing closet.
 - Distribute basic clothing items to participants as needed or upon request.
 - Maintain inventory log of basic clothing items.
 - Sort and organize donated clothing items.

- **Maintenance:** Contractor will be required to provide basic maintenance services to the mobile shower/laundry unit.
 - Clear clogged drains and toilets.
 - Clean exhaust fans/air vents and dryer lint traps.
 - Weekly wash of shower curtains.
 - Fix minor leaks.
 - Repair broken dispensers.
 - Maintenance and/or repairs that cannot be completed by Contractor must be promptly reported to City staff in the same business day.

- **Outreach/In-reach:** Contractor will be required to provide outreach and in-reach services. Examples include:
 - Promote availability of shower/laundry unit facilities to local organizations and individuals in need.
 - In-reach to mobile shower/laundry unit participants to encourage enrollment into case management, housing navigation, and other available services through PPHD or partner agencies.

- **Supplies**
 - Contractor will be required to provide the following supplies:
 - Personal hygiene items for up to 20 showers per day, including toothbrushes, toothpaste, mouthwash, shampoo, conditioner, body wash/soap, razors, and deodorant.
 - Clean towels (2 body towels and 1 hand towel) and bath mat for up to 20 showers per day.
 - The City will provide the following supplies:
 - Toilet paper.
 - Paper towels.



- Laundry supplies, including detergent, dryer sheets, and laundry bags.
 - Cleaning supplies, including disinfectant, broom, mop, trash bins, and trash bin liners.
 - Basic clothing for participants.
 - Meals and snacks for participants.
- Contractor will be responsible for keeping accurate logs and inventory of all supplies, including items purchased by the City.

6. Proposal Requirements

The proposal will consist of two separate components: the Technical Proposal and the Price Proposal. Please refer to the Submittals/Checklist section for complete list of required items for submission.

The Technical Proposal should consist of responses to the following questions. Responses should clearly demonstrate the Proposer's knowledge and experience. The total page count for these responses should not exceed ten (10) typed pages.

- A. Describe the organization's background and experience in shower/hygiene facility operations for unhoused populations/people experiencing homelessness. Be sure to include years of experience, languages spoken, and examples of any prior work in similar capacities as outlined in the Scope of Work.
- B. Based on the organization's knowledge and experience of delivering shower/hygiene facility operations, provide a brief work plan and schedule, detailing estimated time needed to become fully operational. The work plan should assume a start date of February 1, 2024 with ongoing services through September 30, 2024. Please note that actual start and end dates are subject to change and will be finalized upon contract award.
- C. There are currently approximately 10-15 participants that come for shower and/or laundry services per day. Based on the organization's knowledge, experience, and understanding of the unhoused community in Pasadena, describe your proposed approach to increase this number to 20 participants per day. Include your outreach and in-reach strategies, as well as any potential challenges and issues that may arise and your proposed solutions to overcome these barriers.
- D. Describe the relevant trainings provided to staff by your organization. Include a description and frequency of each training (i.e. annually, bi-annually, once at time of hire, etc.).



- E. How do the trainings described above prepare your staff to work with the unhoused community?
- F. This program requires a delicate balance of privacy/discretion, trauma-informed care, and safety. Describe your organization's protocols and/or approach for working with individuals with mental health and/or substance use issues. Please note that detailed safety and other protocols may also be uploaded as separate attachments with your proposal.
- G. In the Price Proposal, you will provide your hourly service rate(s). Please provide a brief narrative/justification, describing your calculation methodology or what is included in the hourly rate, i.e. staff time, travel/mileage, cell phone, internet, etc. Include number of staff, including supervisors, that will be dedicated to this project.



4. City Requirements

There are forms included in the section named Submittal/Checklist of these specifications which a bidder or proposer must complete to establish compliance with a number of City Requirements, including, but not limited to, equal employment opportunity and affidavit of non-collusion. These forms and their instructions should be considered an integral part of the specifications and failure to complete them may be grounds, in the sole discretion of the city, for rejection of any bidder or proposer.

1. ***Pasadena Operating Companies***

If this solicitation is issued by an Operating Company of the City of Pasadena including the Pasadena Center Operating Company; or Rose Bowl Operating Company; or Pasadena Community Access Corporation: In this solicitation, any reference to the City, shall actually refer to the PCOC, PRHB, or RBOC, or PCAC, e.g. "City" shall refer to the Operating Company, "City Council" to its Board of Directors, and "City Manager" to its Chief Executive Officer.

2. ***Equal Employment Opportunity in Contracting***

Policy - The City of Pasadena is committed to a policy of Equal Employment:

- Contracting. 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 bidder or proposer may be required to submit documentation during the term of the contract to evidence on going compliance with the City's Equal Opportunity Practices Provisions. Such documentation may include, but not be limited to certified payroll records and Current Permanent Workforce Utilization reports.

Required Forms – Each bidder or proposer must submit a completed Form AA-1. Failure to submit this form will result in automatic disqualification with no exceptions unless bidder or proposer has an approved Form on file with the City.

Questions regarding Chapter 4.08 of the Pasadena Municipal Code and regulations adopted pursuant thereto should be directed to the Department of Finance, Purchasing Division 626.744.6755.

3. ***Declaration of Non-Collusion by Contractor***



This form is only applied for formal solicitations at \$25,000 or more. The City requires that each bidder or proposer executes and submits to the City with the Bid/Proposal, the attached Declaration of Non Collusion in the [#Bidder's Submittals/Checklist](#).

4. SAMPLE CONTRACT

A sample of the contract the successful bidder or proposer will be required to enter into with the City is attached hereto and by this reference incorporated herein and made part of these specifications.

5. CHANGE ORDER MANAGEMENT

Any additional work identified during the course of the project that is deemed necessary, but outside the original Scope of Services, must be recorded as a Change Order and approved by the City in writing before work is started.

6. Pasadena Business License

Awarded bidder or proposer may be required to obtain and pay for any required business license under Title 5 of the Pasadena Municipal Code.

- If the business will not come into the City for the purpose of providing services for this contract they are not required to obtain a business license.
- If the business will only be coming into the city no more than 10 times to work on projects, they are charged 33% of the annual tax (5.04.130C)
- If they come into the City more than 10 times they are required to pay the annual fee.
- Any subcontractors used by the awarded bidder or proposer will be required to obtain a license if they will be coming into the City to perform services.

For further information contact Municipal Services Department at (626) 744-4166, Monday-Friday between 7:15 am and 5:15 pm. Additional Information regarding business license fees can be found here: <https://www.cityofpasadena.net/finance/licenses/business-licenses/>

7. Invoice Submission Portal

Invoice Submission Portal

The invoice submission process is activated when an invoice is submitted through the Vendor Invoice Portal. Invoices submitted are automatically sent to the department being invoiced for review. Once the city department verifies its accuracy, the department will submit the invoice to Accounts Payable for payment processing. One final review and approval by the department who was invoiced is needed in order for a check to be issued. Checks are issued on Tuesday and Thursday.

How to submit invoices to the City of Pasadena?

Create an account: Visit the City's Invoice Submission website:
<https://invoice.cityofpasadena.net/> and select "Create Account"



Refer to the "[Invoice Submission Portal - Vendor User Guide](#)" for detailed instructions.

8. Acceptance of Conditions

By submitting a bid or proposal, each bidder or proposer expressly agrees to and accepts the following conditions:

- All parts of the Instructions to bidder or proposer and Specifications will become part of the Contract between the selected bidder or proposer and the City;
- The City may require whatever evidence is deemed necessary relative to the bidder or proposer financial stability and ability to complete this project;
- The City reserves the right to request further information from the bidder or proposer, either in writing or orally, to establish any stated qualifications;
- The City reserves the right to solely judge the bidder or proposer representations, and to solely determine whether the bidder or proposer is qualified to undertake the project pursuant to the criteria set forth herein. The bidder or proposer, by submitting a bid, expressly acknowledges and agrees that the judgment of the City as to whether or not the bidder or proposer is qualified to perform the project, shall be final, binding and conclusive;
- The City reserves the right to reject all bids, waive any irregularity in any of the bids, or cancel or delay the project at any time;
- This bidding process does not commit the City to award any contract, and the City is not liable for any costs incurred by the bidder or proposer in the preparation and submission of a bid.

9. Award of Bid and Determination of Responsiveness

The contract shall be awarded to the lowest responsive and responsible bidder. In determining whether a bidder is responsible and responsive, the following shall be considered:

- The quality of the material offered;
- The ability, capacity and skill of the bidder to perform the contract or provide the material or services;
- Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- The sufficiency of the bidder's financial resources and the effect thereof on his ability to perform the contract or provide the material or services;
- The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- The quality and timeliness of the bidder's performance on previous orders or contracts for the City;
- Litigation by the bidder on previous orders or contracts with the City;



- The ability of the bidder to provide future maintenance and service where such maintenance and service is essential;

10. Pasadena Living Wage Ordinance

If this purchase includes a service, and the contract total is at \$25,000 or more, it is then 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.

11. Errors and Omissions

Bidders or Proposers shall not be allowed to take advantage of any errors or omissions in the Instructions to Bidders/General Instructions or Specifications/Scope of Work. Full instructions will be given if such error or omission is discovered and timely called to the attention of the City.

12. Patent Fees; Patent, Copyright, Trade Secret, and Trademark Fees

Each bidder or 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. Taxes

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

14. Certificate of Insurance

Proof of insurance is not required to be submitted with your bid/proposal, but will be required prior to the City's award of the contract. Refer to the Insurance requirements in the "Insurance Requirements" section of this document.



15. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS Form W-9)

The winning proposal/bid may be required to submit a completed and signed [IRS Form W-9](#). Failure to submit this form may result in the response being deemed non-responsive.

Link: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

16. LIMITATIONS ON LIABILITY

Bidders acknowledge that they shall provide the goods and/or services without monetary limitations on liability. If Bidders take exception to this requirement, Bidders shall expressly state any exceptions, including the proposed limits of liability, (a) in detail; (b) as a separate line item; and (c) not part of any form documents submitted. Bidders acknowledge that any exceptions may result in a finding of non-responsiveness.

17. Recycled Product Procurement Mandates Pertaining to Local Governments [22150 - 22154]

This section is only applied when buying paper products.

Beginning January 1, 2022, SB 1383 requires jurisdictions (cities, counties, cities and counties, or special districts that provide solid waste collection services) to purchase recycled-content paper products that are recyclable.

SB 1383 builds upon existing laws that require jurisdictions to purchase products that contain minimum recycled content, and adds additional requirements on product recyclability and recordkeeping.

All vendors providing Paper Products and Printing and Writing Paper shall:

- Provide products that contain no less than 30% minimum recycled content and recyclability (described in further detail in State of California, [PCC Sections 22150-22154](#), under the sections "Recycled-Content Requirements" and "Recyclability Requirements").
- Provide a written certification and other verification from product vendors, as applicable, certifying that the products meet the recycled-content and recyclability requirements.

18. Compliance with the Levine Act (Government Code Section 84308)

The Levine Act precludes an officer of a local government agency, including an elected official, from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for 12 months following the final decision, from the person or company awarded the contract. Proposers should ensure their employees, agents, and consultants are aware of the requirements of the Levine Act before the proposal is submitted, so as to avoid inadvertent violations.



5. Information Technology Requirements

1. *Technical Questionnaire Form*

This form is only required for the purchases of technology. The City of Pasadena Department of Information Technology (DoIT) is tasked with reviewing all IT solutions proposed for use by the City. DoIT uses this questionnaire to assess various business, security, and/or operational impacts of bidder or proposer proposed technology solutions, SaaS offerings, software or hardware that will reside on the City's servers and/or network, that will integrate to the City's existing applications, servers and/or network, or that may have an impact on the City's ability to conduct business. This questionnaire is also used to identify and distinguish at an early stage in the evaluation process the potential roles and responsibilities of the City and the proposer.

If selected, proposers are required to complete the Pasadena Department of Information Technology Technical Questionnaire. The questionnaire is included in the section named "Submittal/Checklist." When completing the questionnaire, please note:

- Section 4.0 must be completed for externally hosted/SAAS applications; and
- Section 5.0 must be completed for City hosted/on-premises software

2. *Data Security for Printers/Copiers/Scanners*

This section is only required for the lease/purchase of Printers/Copiers/Scanners.

All devices or associated storage media which is replaced or removed must be sanitized in accordance with the "clear", "purge" or "destroy" categories of sanitization as defined in the NIST SP 800-88 publication "Guidelines for Media Sanitization". Sanitization of media must be certified by the Contractor and signed documentation detailing the device(s), media and category of sanitization must be provided to the Department of Information Technology (DoIT). Documentation of bulk or blanket sanitization is not acceptable.

All equipment must be configured such that the hard drive or associated storage media is encrypted or such encryption can be enabled by DoIT at will. All equipment must be configured to permit hard drive or associated storage media to be removed by a DoIT technician if necessary.

Temporary removal of equipment, such as for maintenance or repair, is subject to data sanitization requirements as stated above.

All device hard drives or associated storage media shall be left in DoIT's possession at the end of the any lease, rental, or other time-limited usage agreement, if specified by the City.

All administrative accounts on equipment must be configured with non-default password, complex passwords, and the account names and passwords provided to DoIT.

Contractor must provide configuration printouts in hard copy form of all settings for any TCP/IP functions, including but not limited to network configurations, static routes, SMTP, SNMP, scan-to-file, etc., and storage media encryption configurations. Printouts must be delivered to DoIT when equipment configuration is complete and "ready for operation".



6. Sample Price Proposal

Each Proposer must submit a Price Proposal containing all costs associated with the technical proposal. The cost proposal shall describe both the total and the detailed price for which the consultant will commit to complete the total scope of work and end products. The table(s) below is intended to be a sample. Proposers may add necessary line items provided they are in compliance with instructions in this RFP for "Cost Proposals." The cost proposal detail shall describe costs for each professional's time, for the completion of each proposed task, and for materials and supplies.

INSTRUCTIONS:

Each Proposer must submit a Price Proposal containing all costs associated with the technical proposal. Using the attached Price Proposal in this RFP, provide Proposer's lump-sum price and/or unit price for performing all services and work called for in the SCOPE OF WORK. The Proposer's price shall include, without limitation:

- A. all designs, equipment, materials, labor, insurance and bond premiums, home office, jobsite, and other overhead, profit and services relating to the Proposer's performance of its obligations under the Contract (including all work, equipment, materials, labor, and services provided by subcontractors and intellectual property rights necessary to perform the work);
- B. performance of each and every portion of the work
- C. all costs of obtaining Government approvals other than Government approvals that are the responsibility of the City of Pasadena;
- D. all costs of compliance with Government rules, except to the extent such compliance is the responsibility of the City of Pasadena;
- E. all taxes, duties, permits, and other fees or royalties incident to the performance of the SCOPE OF WORK;
- F. payment of all salaries, wages, benefits, and expenses of the Proposer's employees;
- G. compensation for all risks, liabilities, and contingencies assigned to the Proposer; and
- H. all other costs needed or incurred to complete the Project.

SERVICES PRICE PROPOSAL

Provide grand total rates for SERVICES (operations and maintenance as described in Scope of Work) per day. Grand total rates shall include all needed staffing and equipment needed in order to complete all items in the Scope of Work. Reflect any discounts for increased number of service days per week in Line 2.



Line Item	Description	Unit Cost	Unit of Measure	Quantity	Total
1	Grand total for SERVICES (operations and maintenance) as listed in Scope of Work per day. Quantity assumes 2 days/week x 52 weeks = 104 service days.		per day	104	
2	Grand total for SERVICES (operations and maintenance) as listed in Scope of Work per day. Quantity assumes 4 days/week x 52 weeks = 208 service days		per day	208	
TOTAL					

SUPPLIES PRICING TABLE

Provide grand total rates for SUPPLIES (hygiene kits, towels, etc. as described in Scope of Work) per day. Grand total rates shall include all needed staffing and equipment needed in order to complete all items in the Scope of Work. Reflect any discounts for increased number of service days per week in Line 2.

Line Item	Description	Unit Cost	Unit of Measure	Quantity	Total
3	Grand total for SUPPLIES as listed in Scope of Work (e.g. hygiene kits and towels for up to 20 showers) per day. Quantity assumes 2 days/week x 52 weeks = 104 service days.		per day	104	
4	Grand total for SUPPLIES as listed in Scope of Work (e.g. hygiene kits and towels for up to 20 showers) per day. Quantity assumes 4 days/week x 52 weeks = 208 service days		per day	208	
TOTAL					



7. Review and Award Recommendation Process

1. Review and Award

A screening committee will determine which proposals are responsive to City requirements and needs. The technical portions of responsive proposals will be evaluated by a selection panel consisting of personnel from the City. The selection may be based solely on the written proposals submitted.

PROPOSERS may be invited to a meeting to provide additional clarification of the content of their proposal. The City reserves the right to invite all of the PROPOSERS for an oral clarification OR only the top three (3) ranked firms based on the initial written proposal review. The meeting will not alter the selection criteria but will be used to clarify content of the proposal. The final scoring and ranking will be made after the meetings. Proposals shall consist of the sections named in the "Contents of Proposal" outlined below.

The weighted scoring in the [Evaluation Criteria](#) prioritizes the factors most important for this solicitation. A winner will be chosen based on the Total Average points of all evaluators across all scoring factors.

Once an agreement is reached with a Proposer, staff will recommend award of a contract. The City reserves the right to select the firm which, in its sole judgment, best meets the needs of the City.

For City Departments: 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.

For Operating Companies (such as the Rose Bowl, or the Pasadena Rental Housing Board): Any contract resulting from this RFP, if less than \$75,000, shall not be effective until approved by the top executive official of the Operating Company. Any contract resulting from this RFP, if \$75,000 or more, shall not be effective until approved by the Board of the Operating Company (including the Pasadena Rental Housing Board, Rose Bowl Operating Company, Pasadena Center Operating Company, or Pasadena Media).

2. Separate Review of Technical, and Price Proposals

The Technical Proposal and the Price Proposal will be evaluated separately. First will be all non-price qualifications including but not limited approach, experience, all Required Forms, litigation history, responsiveness, and all elements related to the non-price evaluation factors in the Evaluation Criteria ([#Evaluation Criteria](#)). The City may utilize separate evaluation committees to review the Technical and Price elements.



8. Public Contract Claims Procedure

PUBLIC CONTRACT CODE SEC. 9204 PUBLIC WORKS CLAIMS PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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



SECTION 1.

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

9204.

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

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

(c) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

The Department of General Services as to all other projects.



The High-Speed Rail Authority.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

(Amended by Stats. 2019, Ch. 489, Sec. 1. (AB 456) Effective January 1, 2020. Repealed as of January 1, 2027, by its own provisions.)

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.



9. General Requirements

1. **Standard terms and conditions**

Prior to the award of any work hereunder, City and contractor shall enter into a written contract 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, and shall be deemed to have accepted them.

2. **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.

3. **Reservations**

The City reserves the right to reject any or all bids or proposals 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.

4. **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.

5. **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.

6. **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.

7. **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.

8. **Request for Proposal (RFP) quantities:**



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

9. CHANGE ORDER MANAGEMENT

CHANGE ORDER MANAGEMENT

Any additional work identified during the course of the project that is deemed necessary, but outside the original Scope of Services, must be recorded as a Change Order and approved by the City Project Manager in writing before work is started.

10. 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.

For more information please go to: <https://www.cityofpasadena.net/city-clerk/disclosure-reportsax-payer-protection-act-tpa/>

11. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION



Consultant agrees 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 RFP 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 RFP and incorporated herein by this reference.

12. CONFLICT OF INTEREST STATEMENT ** REVIEW

The proposing Consultant shall disclose any financial, business or other relationship with the City of Pasadena that may have an impact upon the outcome of the contract or any construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project related to this solicitation.

Proposers must complete and submit the following Form: Conflict of Interest Statement

13. Contract Duration

The initial term of the Contract resulting from this proposal is for one year from the date the City executes the contract. The compensation set forth in the Proposal shall remain valid and in effect during the initial term of the contract. There shall be three optional one-year extension periods subject to the approval of the City Manager, in his sole and absolute discretion, and which shall be memorialized in the form of an amendment to the contract, setting forth the agreed upon amount of compensation and such other terms and provisions as the parties may agree upon for each extension period.

14. RELEVANT EXPERIENCE

Provide experience with governmental agencies for **two** projects/contracts of similar scope and size. Complete and submit the attached Relevant Experience Form with your proposal to demonstrate experience with projects/contracts of similar scope and size to that which is to be performed.

15. Compliance with the Levine Act (Government Code Section 84308)

The Levine Act precludes an officer of a local government agency, including an elected official, from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for 12 months following the final decision, from the person or company awarded the contract. Proposers should ensure their employees, agents, and consultants are aware of the requirements of the Levine Act before the proposal is submitted, so as to avoid inadvertent violations.

16. PRICE ADJUSTMENTS



At the conclusion of the first contract year and prior to the commencement of the second contract year or any subsequent contract extension period, the contractor may request unit price increases. Under no circumstances shall the City accept price increases, which exceed the rate of the then current Consumer Price Index (C.P.I.) for the latest available preceding 12 month period.



10. Insurance Requirements

1. *Insurance Requirements*

SEE ATTACHED INSURANCE REQUIREMENTS



11. Evaluation Criteria

Evaluation of the proposals will be based on a competitive selection process, in which the evaluation of proposals will not be limited to price alone. The capability of the proposer to satisfy the City requirements identified in this solicitation, and the experience of the proposer in providing services of this type, size and scope will also be considered in the selection. This RFP has been structured to provide specific requirements which function as a standardized framework for the evaluation. The weighted scoring prioritizes the factors most important for this solicitation. A winner will be chosen based on the Total Average points of all evaluators across all scoring factors.

The City, in consultation with the selection panel, reserves the right to reject any and all proposals. The selection panel will grade and score responsive proposals with the following criteria and weights: The competitive selection evaluation criteria are as follows:



No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Proposed Solution Points will be assigned for “Functional and Technical Merit” based on the capability of the proposer to satisfy the City requirements identified in the SCOPE OF WORK and as delineated. Points will be assigned for “Completeness of Proposed Solution” based on the vendor submitting a proposal that follows the guidelines specified in the SCOPE OF WORK.</p>	Points Based	50 <i>(50% of Total)</i>
2.	<p>Experience and References Points will be assigned for “Experience with Projects of this Size and Scope in an Agency of Similar Size” based on a vendor’s previous experience with municipal agencies, as delineated in the SCOPE OF WORK, and CLIENT REFERENCES. Relevant experience, and technical expertise of the Consultant and sub-Consultants (if allowed) to perform the work. Points will be assigned based on references that named professionals are responsive to requests for analyses and information, have met or exceeded all performance expectations, and would be contracted with again. Nature and quality of completed work for other governmental agencies.</p>	Points Based	30 <i>(30% of Total)</i>
3.	<p>Cost Proposal Points will be assigned based on a “Ratio Method.” The proposer’s cost must include the delivery of the proposed solutions, as well as any recurring costs (if any) as delineated in the Scope of Work and the PRICE PROPOSAL.</p> <p>With this method, the proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest price. This is determined by applying the following formula:</p> <p>Lowest Price / Evaluated Price X maximum points available = Awarded Points</p> <p>Example: The cost for the lowest proposal is \$100,000. The next lowest proposal has a cost of \$125,000. The total points available for cost = 30 points.</p> <p>$(\\$100,000 / \\$125,000) \times 30 = 24$ points</p>	Reward Low Cost	20 <i>(20% of Total)</i>



12. Submittal Instructions

1. *Training Resources for Vendors:*

Videos:

Instructions for the new eProcurement System: The following link <https://opengov.my.site.com/support/s/topic/0TO8X000000Mhi0WAC/vendor-guides> will include video instructions for using the new system.

Screen Shots:

- A. [Submit a Bid or Proposal](#)
- B. [How to Submit a Question](#)
- C. [Managing Addenda](#)
- D. [Updating Company Information](#)
- E. [How To Subscribe To Organizations And Find Active RFPs & Bids](#)

2. *Electronic Submission and Delivery Instructions*

Parties interested in responding are required to submit electronically through the City of Pasadena's [eProcurement Portal](#) **prior to** 5:00 pm, Wednesday, February 28, 2024. Please upload all required documents as instructed in the section named [Submittals/Checklist](#) sufficiently early electronically through the city's eProcurement Portal before the time and day listed in this solicitation. Responses must be received in the system prior to the deadline.

The Specification or Scope of Work included in this Notice shall be considered part of any contract made pursuant thereunder.

3. *Withdrawal of Proposal*

Any Bidder or Proposer may withdraw their response via the City's [eProcurement Portal](#) prior to 5:00 pm on Wednesday, February 28, 2024.

4. *City Changes to the Solicitation Documents*

The City reserves the right to change any part of these Instructions and Specifications any time prior to the bid opening. Any changes shall be in the form of addenda and will become a part of the bid documents and of the contract. Addenda shall be made available to each Bidder or Proposer. A Bidder's or Proposer's failure to address the requirements of the addenda may result in the response not being considered. If the City determines that a time extension is required for the bid, the addenda will give the new submission date.



Addenda shall be acknowledged via the City's [eProcurement Portal](#) for the project named "Mobile Shower/Laundry Unit Operations." Project ID: 2024-RFP-005. Bidders or Proposers can view a list of addenda released by the City by clicking on "Addenda & Notices." While drafting a response, there is a section for "Addenda Confirmation" where Bidders or Proposers must acknowledge each addenda released.

5. *Deadline for Questions*

The deadline to submit questions related to this solicitation is Wednesday, January 24, 2024, prior to 3:00 pm.

Questions regarding this solicitation should be submitted directly through the City's eProcurement Portal Q&A function. Do not contact any City employee or official regarding this solicitation. Any questions submitted after the date and time specified may not be considered.

6. *Follow these simple steps to submit your proposal electronically:*

If you are already registered and need help logging in or retrieving your user information utilize the blue chat bubble visible on the lower right hand corner of the screen.

Click on the hyperlink for the City's [eProcurement Portal](#) to create your vendor profile.

Electronic Submission of Bids

All Proposers are required to submit their bid pricing electronically via the city's eProcurement Portal. The electronic system will close submission exactly at the date and time set forth in this solicitation or as changed by addenda. In addition, your bid must be submitted via the eProcurement Portal.

Proposers are responsible for submitting and having their bid accepted before the closing time set forth in this solicitation or as changed by addenda. NOTE: It is the Proposer's sole responsibility to ensure their bid and document(s) are uploaded, transmitted, and arrive in time electronically. The City will have no responsibility for bids that do not arrive in a timely manner, no matter what the reason.

Upon closing of the Bid, Bid Results will be available on the City's eProcurement Portal.

In the case of a discrepancy between the electronic bid schedule (pricing) and any uploaded Bid schedule document or pricing, the electronic bid schedule will be the accepted bid.

Steps to Submit Your Electronic Proposal:

To submit an offer to the City, vendor must begin by clicking on the green DRAFT PROPOSAL button.

1. Acknowledge all Addenda
2. Accept City of Pasadena Terms and Conditions Message
3. Answer all required vendor questions.
4. Upload all required forms. Proposer may save their work and return.
5. Review your work and submit proposal when ready.



6. You will receive a confirmation email from OpenGov upon receipt of your bid/proposal.
7. Proposer may withdraw their bid at any time **prior to** 5:00 pm on Wednesday, February 28, 2024.

Note: If an addenda is issued after a response has been submitted, Proposer or bidder must return to take steps below. Failure to do both steps will result in an invalidated offer.

- 1- Acknowledge the new addenda; and
- 2- Resubmit your bid through the City's eProcurement Portal.

Do Not upload a Zip File: Unzip Your Files

Note: If your files are [zipped or] in a zip folder, you may need to unzip the files before uploading. The following instructions may be helpful to do so.

- A. Open File Explorer, and find the zipped folder.
- B. To unzip the entire folder, right-click to select Extract All, and then follow the instructions.
- C. To unzip a single file or folder, double-click the zipped folder to open it. Then, drag or copy the item from the zipped folder to a new location.

7. Vendor Registration Instructions & Customer Service information:

Click here to register onto the City's [eProcurement Portal](#) hosted by OpenGov.

If you are already registered and need help logging in or retrieving your user information simply click on the blue chat bubble on the lower right hand corner of your screen or contact OpenGov at procurement-support@opengov.com for help at any time.

Customer Service

For assistance with e-bidding or uploading documents: Contact OpenGov via the blue chat bubble on the lower right hand corner of your screen or email at procurement-support@opengov.com.

Monday through Friday 5am - 5pm PST, except statutory holidays-- response time is typically less than ten minutes.



13. Submittals/Checklist

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.

1. **Acknowledgements**

a) **Proposer Certification***

By submitting this bid the proposer hereby certifies under penalty of perjury of the laws of the State of California that all representations made in the documents that comprise the proposal for Mobile Shower/Laundry Unit Operations due on Wednesday, February 28, 2024 are true and correct to the best of my knowledge at the time of the proposal's submission.

Please confirm

*Response required

2. **CONTENTS OF PROPOSAL**

The entire proposal must be formatted on standard-size 8½"x11" pages; 12 point font only. The "Technical Proposal," "Additional Data," and "Statement of Qualifications" can be no more than 20 grand total pages.

b) **Mandatory Content***

- Cover letter
- Table of Contents
- Required Certifications AND Forms (see items in this Checklist)
- Technical Proposal
- Price Proposal
- Statement of Qualifications and/or Experience
- Additional Data (if required)

Subsequent to the closing of this solicitation, the selected vendor will be required to provide the following documents within 10 calendar days of being notified, otherwise the submitted proposal may be deemed non-responsive.

- Request for Tax Payer Identification Number and Certification ([IRS Form W-9](#))
- Pasadena Business License (if required)
- Any Required Licenses or Certifications
- All Insurance Required by this Solicitation (If Required) [#Insurance Requirements](#)

Please confirm

*Response required



c) Cover Letter and Table of Contents *

Upload your Cover Letter and Table of Contents :

“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.

*Response required

d) Separate Technical Proposal Only - Proposal Submittal*

“TECHNICAL PROPOSAL” should demonstrate the PROPOSER’S full understanding of the SCOPE OF WORK and the effort needed to complete the Project on time and within the budget through the submittal of a proposed work plan including project deliverables (identify specifically and thoroughly for each portion of and phase). No pricing shall be included in this section.

The TECHNICAL PROPOSAL shall include a proposed work schedule to indicate duration and completion dates, including the dates of Deliverables/Milestones and estimates of the amount of time to be spent with City Staff during each phase of the project.

The entire proposal must be formatted on standard-size 8½”x11” pages; 12 point font only. The "Technical Proposal," "Additional Data," and "Statement of Qualifications" can be no more than a grand total of 20 combined.

*Response required

e) Separate Price Proposal Submittal:

PRICE PROPOSAL shall be submitted in this upload apart from the proposal.

Reference SAMPLE PRICE PROPOSAL.

- A. Specifies, at a minimum, the level of effort and hourly rate for Proposer’s key personnel/project position and a detailed breakdown of fees for each sub-consultant as an attachment.
- B. Estimated reimbursable cost schedules shall depict only those expenditures that are exclusive to and in support of the Project scope of services. The proposed estimated reimbursable cost schedule shall include a detailed listable of reimbursables.

A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 31 and 2 CFR Part 200.

Each Proposer must submit a PRICE Proposal containing all costs associated with the technical proposal. Using the attached Price Proposal in this RFP, provide Proposer’s lump-sum price for performing all services and work called for in the SCOPE OF WORK. The Proposer’s lump-sum price shall include, without limitation:



- A. all designs, equipment, materials, labor, insurance and bond premiums, home office, jobsite, and other overhead, profit and services relating to the Proposer's performance of its obligations under the Contract (including all work, equipment, materials, labor, and services provided by subcontractors and intellectual property rights necessary to perform the work);
- B. performance of each and every portion of the work
- C. all costs of obtaining Government approvals other than Government approvals that are the responsibility of the City of Pasadena;
- D. all costs of compliance with Government rules, except to the extent such compliance is the responsibility of the City of Pasadena;
- E. all taxes, duties, permits, and other fees or royalties incident to the performance of the SCOPE OF WORK;
- F. payment of all salaries, wages, benefits, and expenses of the Proposer's employees;
- G. compensation for all risks, liabilities, and contingencies assigned to the Proposer; and
- H. all other costs needed or incurred to complete the Project.

f) Additional Data (if necessary)

"Additional Data" shall include any other data the PROPOSER deems essential to the evaluation of the proposal, i.e., letter of reference, other related projects, etc., or other required documents.

The entire proposal must be formatted on standard-size 8½"x11" pages; 12 point font only. The "Technical Proposal," "Additional Data," and "Statement of Qualifications" can be no more than a grand total of 20 combined.

3. QUALIFICATIONS

g) Statement of Qualifications and/or Experience

The Statement of Qualifications should highlight your company's most applicable products, services, and experience.

4. REQUIRED CERTIFICATIONS (FORMS)

Please download, complete and submit any required forms below.

h) AA1; AA2; AA3; SIGNATURE & LEGAL STATUS; AND DECLARATION OF NON-Collusion*

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

- 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)
- A completed and signed "Declaration of Non-Collusion." (Copy attached)
- SIGNATURE & LEGAL STATUS (Copy attached)
- 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>
- [REQUIRED FORMS - AAs - SIG-...](#)

*Response required

i) Taxpayer Protection Amendment Disclosure *

Please download the below documents, complete, and upload.

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:

- 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

- [Pasadena Taxpayer Protectio...](#)

*Response required

j) Conflict of Interest*

Please download the below documents, complete, and upload.

- [CONFLICT OF INTEREST.pdf](#)

*Response required

k) Relevant Experience Form*

Complete and submit the attached Relevant Experience Form with your bid to demonstrate experience with projects of similar scope and size to that which is to be performed.

- [RELEVANT EXPERIENCE FORM.pdf](#)

*Response required

l) Designated Representative*

Please download the below documents, complete, and upload.

- [DESIGNATED REPRESENTATIVESd...](#)

*Response required





