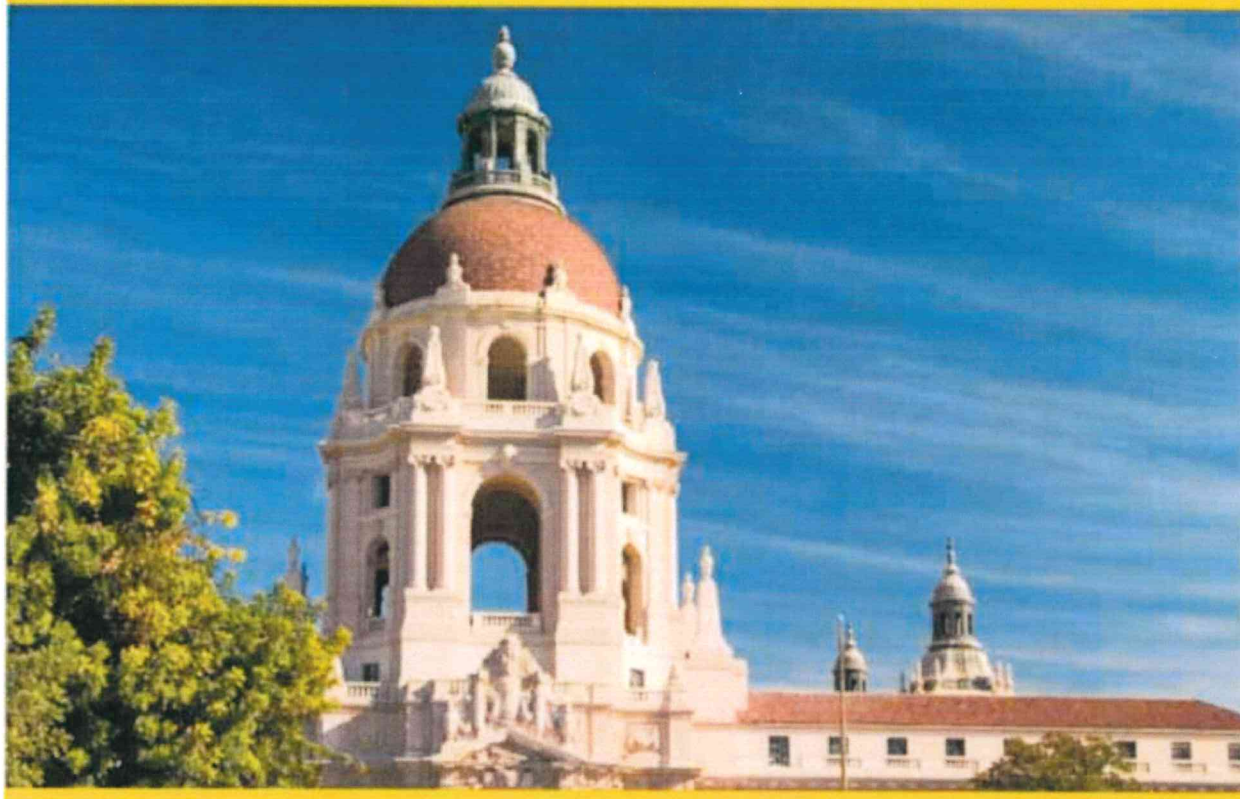


CITY
OF

PASADENA



REQUEST FOR PROPOSALS

FURNISH AND DELIVER
CERTIFIED NURSING ASSISTANT AND HOMEMAKER
SERVICES
FOR THE
PUBLIC HEALTH DEPARTMENT
CITY OF PASADENA, CALIFORNIA

Attachments:

A - MASTER SERVICES CONTRACT (10-30-20)



1. INTRODUCTION

1. *Summary*

The City of Pasadena Public Health Department (PPHD) seeks proposals from qualified agencies to provide certified nursing assistant and homemaker services to support the GEM (Geriatric Empowerment Model) Link, TAY (Transition Age Youth) Link, and Community Ambassador Network (CAN) programs. GEM Link, TAY Link, and CAN provide case management and basic needs services to people experiencing homelessness. Basic needs services include food/meals, clothing, shower access, and laundry services. Qualified agencies will be able to provide compassionate, trauma-informed services to people experiencing homelessness, including assistance with food distribution, laundry for up to 15 participants per day, shower sanitation, bathing assistance for people with disabilities, and maintaining clothing and supply closet inventory.

2. *Background*

The City of Pasadena is an ethnically diverse community that is home to approximately 141,029 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.

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*

Project Contact:

Erika Davies

Management Analyst II

Email: edavies@cityofpasadena.net

Phone: [\(626\) 744-6324](tel:(626)744-6324)

Procurement Contact:

Antonio Watson

Project Manager

Email: awatson@cityofpasadena.net

Phone: [\(626\) 744-8382](tel:(626)744-8382)

Department:

PUBLIC HEALTH DEPARTMENT



4. Timeline

Release Project Date	July 28, 2021
Question Submission Deadline	August 10, 2021, 4:00pm
Proposal Submission Deadline	August 16, 2021, 11:00am



2. SUBMITTAL PROCESS AND INSTRUCTIONS

1. *Electronic Submission and Delivery Instructions*

Parties interested in responding are asked to submit proposals electronically through Planet Bids no later than 11:00 am on Monday, August 16, 2021.

The entire proposal must be formatted on standard-size 8½"x11" pages; printed on one side only; 12 point font only and no more than 40 grand total pages including all required attachments.

All Proposals shall be in PDF files uploaded into Planet Bids.

Upload sufficiently early electronically through Planet Bids before the time and day listed in the Notice Inviting Proposals. Proposals must be received in the system prior to the deadline.

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

2. *Deadline for RFP Questions*

The deadline to submit questions related to this RFP is Tuesday, August 10, 2021, prior to 4:00 pm.

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

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

General and/or technical questions:

PUBLIC HEALTH DEPARTMENT

Erika Davies, Management Analyst II
(626) 744-6324
edavies@cityofpasadena.net

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

Antonio Watson, Project Manager
Department of Finance
(626) 744-8382
awatson@cityofpasadena.net

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

Vendor Registration Instructions & Customer Service information:

[Click here to register onto Planet Bids:](#)

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

If you are already registered and need help logging in or retrieving your user information call 818-992-1771 x0.



Additional instructions are included in this solicitation (See section named "Instructions for Registering onto Planet Bids").

Customer Service

For assistance with e-bidding or uploading documents: Contact Planet Bids

Monday through Friday 5am - 5pm PST, except statutory holidays

3. 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 RFP, 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 (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 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. Withdraw of Proposal

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



3. OBJECTIVE

The City of Pasadena Public Health Department (PPHD) seeks the services of qualified agencies to provide homemaker and certified nursing assistant services for the GEM Link, TAY Link, and Community Ambassador Network programs. These programs provide shower, laundry, food, and other basic needs services, along with intensive case management and housing navigation, for people experiencing homelessness in Pasadena and surrounding communities. Program participants include older adults, transition age youth, people with disabilities, and people with mental health and/or substance use disorders.

PPHD requires homemaker and certified nursing assistant services to help coordinate and facilitate the shower schedule and laundry services, clean and disinfect shower facilities between uses, launder clothing and linens for participants, assist with meal distribution, and manage clothing and other supply inventory. Certified nursing assistant services may also include occasional bathing, toileting, grooming, dressing, and other hygiene assistance for participants with disabilities. Services under this contract will be funded by the Los Angeles County Department of Mental Health - Innovations 2 grant. The selected contractor will be required to adhere to the requirements set forth in the grant agreement.



4. SCOPE OF WORK

1. *Overview*

The City of Pasadena Public Health Department (PPHD) seeks proposals from qualified agencies to provide certified nursing assistant and homemaker services to support the GEM (Geriatric Empowerment Model) Link, TAY (Transition Age Youth) Link, and Community Ambassador Network (CAN) programs. These programs provide shower and laundry access through a mobile unit, food, and other basic need services for people experiencing homelessness. Qualified agencies will be able to provide compassionate, trauma-informed services to people experiencing homelessness, including assistance with food distribution, laundry for up to 15 participants per day, shower sanitation, bathing assistance for people with disabilities, and maintaining clothing and supply closet inventory. Services under this contract will be funded by the Los Angeles County Department of Mental Health - Innovations 2 grant. The selected contractor will be required to adhere to the requirements set forth in the grant agreement.

2. *Requirements*

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

- **Licenses/Certifications**
 - Respondents to this RFP 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. Respondents should not have any violations of any Federal, State, or local license, certification or permit.
 - Respondents to this RFP must be able to provide verification of certification of certified nursing assistant staff
- **Staffing and Scheduling**
 - Contractor shall provide qualified staff in sufficient quantity to meet the needs of the programs. Contractor will be responsible for filling any vacancies or absences so as to maintain required level of service.
 - Whenever possible, contractor shall maintain consistent staffing throughout the duration of the contract, unless removal of the assigned staff is requested by the City. In the case of removal request, the contractor shall provide a replacement within 5 business days.
- **Supervision**
 - Contractor shall be responsible for providing their staff with appropriate supervision, oversight, management, training, and technical assistance.
- **Record Keeping and Documentation**
 - Contractor will be required to provide detailed monthly invoices, documenting service days and hours.



- Contractor shall maintain timesheets that will be provided to the City for review upon request.
- Contractor shall maintain detailed employee records, including employment applications, background checks, and verification of certifications and/or trainings.

3. Location

Services will take place at the Jackie Robinson Community Center, located at 1020 N. Fair Oaks Ave., Pasadena, CA 91103. Hours of operation are 8am to 5pm, Monday through Friday.

4. Service Dates

The initial service dates will be from date of award through June 30, 2022.

Agencies must be able to provide up to 80 hours per week (during business hours of 8am to 5pm, Monday through Friday) of homemaker services. Based on historic data, PPHD projects the need for approximately 10 hours per week (5 hours per day, 2 days a week) of certified nursing assistant services.

5. Scope of Work

PPHD seeks agencies to provide quality homemaker and certified nursing assistant services as defined below:

- A. Homemaker services refers to the range of services necessary for the maintenance of the service facilities, including sweeping; washing floor surfaces; maintaining safe and sanitary bathroom and shower areas; maintaining inventory; removing trash and garbage; preparation and distribution of meals and meal cleanup; laundry; occasional shopping; encouraging compliance with service plans and code of conduct; and limited assistance with basic personal hygiene.
- B. Certified nursing assistant services, certified by the State of California. This level of care includes assisting with bathing and care of the mouth, skin, and hair; ambulation and dressing; assisting with eating; assisting with use of bathroom; assisting with self-administered medications; taking vital signs; reporting changes in condition and needs to the Case Manager and/or Program Coordinator; and completing appropriate documentation records.

Agencies with prior experience with people experiencing homelessness, mental health and substance use disorders, and trauma-informed care will be deemed most qualified.



5. 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 the Scope of Services, and the experience of the proposer in providing services of this type, size and scope will also be considered in the selection. A minimum of five (5) years of experience providing similar services is required.

This RFP has been structured to provide specific requirements which function as a standardized framework for the evaluation of a prospective consultant's qualifications.

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.	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.	Points Based	25 (25% of Total)
2.	Experience 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 and/or homeless serving agencies, as delineated in the Scope of Work.	Points Based	20 (20% of Total)
3.	Quality Assurance and Training Points will be assigned based on the proposer's quality assurance and training plans.	Points Based	15 (15% of Total)
4.	Professional References Points will be assigned based on the proposer's positive professional references.	Points Based	15 (15% of Total)
5.	Pricing 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. 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: <i>Lowest Price / Evaluated Price X maximum points available = Awarded Points</i> <i>Example:</i> 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 = 15 points. $(\$100,000 / \$125,000) \times 15 = 12 \text{ points}$	Points Based	15 (15% of Total)
6.	Local Pasadena Business To be awarded a 5 point preference for this category, the proposer must have an official business address within the City of Pasadena at the time that this RFP is posted on the City's Website.	Points Based	5 (5% of Total)



7.	Small or Micro-Business To be awarded a 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://caleprocure.ca.gov/pages/sbdvbe-index.aspx	Points Based	5 <i>(5% of Total)</i>
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6. REVIEW AND AWARD RECOMMENDATION PROCESS

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.

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.

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.



7. GENERAL REQUIREMENTS

1. *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.

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.

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.

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.

5. 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.

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.

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.

8. Firm commitment of availability of service

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

9. 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.

10. Declaration of non collusion

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

11. 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.

12. Errors and omissions

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

13. 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.

14. Patent fees; patent, copyright, trade secret and trademark fees

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

15. Taxes

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

16. Taxpayer protection amendment



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

17. 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.

18. 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.

19. 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.

20. 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.



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

The apparent selected vendor may be required to submit a completed and signed IRS Form W-9. Failure to submit this form may result in being deemed non-responsive.



8. SAMPLE PRICING 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 cost proposal detail shall describe costs for each professional's time, for the completion of each proposed task, and for materials and supplies.

PRICING PROPOSAL

Complete the table below with price per hour of services. Unit quantity is per week (Example: 80 hours per week of homemaker services).

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Homemaker services	80	Hour		
2	Certified nursing assistant (CNA) services	10	Hour		
TOTAL					



9. INSURANCE REQUIREMENTS

1. *Insurance Requirements (GENERAL)*

<https://www.cityofpasadena.net/finance/wp-content/uploads/sites/27/General-Most-Contracts.pdf?v=1623280176766>



10. PUBLIC CONTRACT CLAIMS PROCEDURE

PUBLIC CONTRACT CODE SEC. 9204 NEW PUBLIC WORKS CLAIMS PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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



SECTION 1.

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

9204.

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

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

(c) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

The Department of General Services as to all other projects.



The High-Speed Rail Authority.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

SEC. 2.

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

SEC. 3.

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



11. FEDERAL TERMS AND CONDITIONS

1. *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.

2. *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

3. *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.

4. *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.

5. *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.

6. *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.



12. 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.



13. 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.

1. *Mandatory Contents*

Section 1: Cover letter

Section 2: Table of Contents

Section 3: Required Certifications AND Forms (see Attachments)

Section 4: Technical Proposal, and Price Proposal

Section 5: Statement of Qualifications and Experience

Section 6: Additional Data

2. *Proposed Work Schedule*

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

Proposal shall also include an estimate on the amount of time to be spent with City Staff.

3. *Section 1. Cover Letter*

"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.

4. *Section 2. Table of Contents*

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

5. *Section 3. Required Certifications*

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

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



- C. Evidence of certification by State of California as a small or micro-business, if claiming such preference – <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>
- D. Disclosure pursuant to the City of Pasadena Taxpayer Protection Amendment of 2000, Pasadena City Charter, Charter, Article XVII

6. Section 4. Technical Proposal and Price Proposal

The Technical Proposal and Price Proposal should demonstrate the Proposer's full understanding of the Scope of Work and the effort needed to complete the Project.

The Technical Proposal should clearly include information demonstrating agency's knowledge and experience in three (3) typed pages or less. This section should incorporate the following information to be considered for review:

- Description of capacity of agency to perform requested work, including number and type of staff, years of experience, languages spoken, and examples of any prior experience working with people experiencing homelessness and other specialized populations (i.e. older adults/seniors, transition age youth, people with disabilities, and people living with mental health and/or substance use disorders). Include disclosure of any potential challenges and issues that may arise and need to be resolved. Proposer should also state the project management team's qualification and experience
- Description of quality assurance processes. Successful proposers will be able to describe in detail processes and/or protocols to ensure that billed hours correctly reflect work provided, that all staff are licensed and fully trained as applicable, that vacancies and planned absences are filled timely, and that confidentiality is maintained per HIPAA. A copy of the proposer's quality assurance plan should be attached.
- List providing description and frequency of training provided to staff, such as cultural sensitivity and inclusion, trauma-informed care, mental health first aid, HIPAA compliancy, and de-escalation techniques.
- List of all applicable licenses, certifications, and/or permits. If available, copies should be attached. If copies are not included in the proposal, they may be requested prior to award.

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.

7. Section 5. Professional References

Professional references shall include, but not limited to, the following information:

- A. Listing of at least three recent similar projects that the proposer was engaged in for other agencies. Include a description of the summary of work performed, the total project cost, and the period over which the work was completed.
- B. The name, title, direct phone number, and direct email addresses of clients to be contacted for references for each of the projects listed above.

8. Section 6. Additional Data

"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, general pamphlets describing proposer's services, etc.

9. 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 appropriate items and submit with your proposal.

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

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 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS Form W-9)
- ALL INSURANCE REQUIREMENTS



10. 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

FAX: (626) 744-3921



14. PLANET BIDS INSTRUCTIONS

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 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>

Electronic Submission of Bids

All Bidders are required to submit their bid pricing electronically via the eBid system Bid Schedule tab. The electronic system will close submission exactly at the date and time set forth in this solicitation or as changed by addenda. In addition, an electronic copy of the Bid Proposal Package must be uploaded to the eBid system.

Bidders are responsible for submitting and having their bid accepted before the closing time set forth in this solicitation or as changed by addenda. NOTE: Pushing the submit button on the electronic system may not be instantaneous; it may take time for the Bidder's submittal and documents (if applicable) to upload and transmit before the bid is accepted. It is the Bidder'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 eBid system under the Bid Results tab.

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.

Bid Proposal Package shall be ONE (1) PDF file, uploaded to the eBid system. Failure to submit a single PDF file may result in a non-responsive Bid.

Steps to Submit Your Electronic Proposal:

To submit an offer to the City, vendor must complete the following

1. Acknowledge all Addenda
2. Select Place eBid
3. Accept City of Pasadena Terms and Conditions Message
4. Accept PlanetBids Message
5. Complete all tabs within the ebid form. Bidder may save their work and return.
6. Select Submit when offer is complete.
7. Confirm submission to the City
8. Receive confirmation. Bidder will receive an onscreen and email confirmation if successfully submitted. Bidder may return to edit their bid if there is still time.



Note: If an addenda is issued after a bidder has submitted a proposal to the city, 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- Select Place ebid, return to their offer and select submit again.



