



REQUEST FOR PROPOSALS

FURNISH AND DELIVER
ECONOMIC DEVELOPMENT STRATEGIC PLANNING
SERVICES
FOR THE
CITY MANAGERS OFFICE
CITY OF PASADENA, CALIFORNIA

Attachments:

A - Master Services Contract

D - DISQUALIFICATION_DISCLOSURE (4)

E - DESIGNATED_REPRESENTATIVESdocx (1)

F - CONFLICT_OF_INTEREST (5)

G - Pasadena_Taxpayer_Protection_Amendment_Disclosure (2)

L - REQUIRED_FORMS_-_AAs_-_SIG-LEGAL-STATUS_-_DECLARATION_OF_NONCOLUSION (27)



1. INTRODUCTION

1. *Summary*

The City of Pasadena's Economic Development Division is seeking qualified consultants to assist in developing a strategic plan to guide the division's priorities, programs, and services for the next five years.

2. *Background*

The City of Pasadena is a diverse community home to approximately 140,000 residents. Pasadena is the ninth-largest city in Los Angeles County and is a primary cultural, educational, and economic center of the San Gabriel Valley. The City of Pasadena is dedicated to delivering exemplary municipal services responsive to its entire community and consistent with its history, culture, and unique character. Today, Pasadena's economic strengths come from its leading scientific institutions, a regional health care cluster, cultural institutions, a broad retail sector and more. Pasadena is known, among other things, for hosting the annual Rose Bowl football game and Tournament of Roses Parade.

The City's Economic Development Division spurs and facilitates citywide economic development opportunities through various programs, business outreach and support, management of City-owned real estate, special events and more. These efforts secure ongoing local investment to sustain a healthy job market, provide quality amenities, and create stable tax revenues.

It's a challenging but exciting time for Pasadena and the Economic Development Division. The City has weathered nearly three years of economic instability brought by the COVID-19 pandemic and though many businesses have continued to operate and grow in Pasadena, the ongoing effects of COVID-19 economic shocks and uncertainty lie ahead.

In summer 2022, the City gained ownership of over 40 acres of land known as the SR-710 Northern Stub, a former Caltrans owned site cleared for freeway development in the early 1970s which displaced thousands of residents and changed the landscape of the City. The development of this site will be a catalytic, multi-disciplinary effort, with significant economic development, housing, and open space opportunities, among others.

The City's last economic development strategic plan was completed in 2012 and the Division is excited to refresh and update that plan. The Division seeks to collaborate with an experienced and enthusiastic consultant to establish a renewed vision and stakeholder-informed strategies to guide its work and support a thriving economy for all.

3. *Contact Information*

Teresa Garcia

Senior Project Manager

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Department:

City Managers Office



4. *Timeline*

| | |
|------------------------------|------------------------|
| Release Project Date | March 1, 2023 |
| Question Submission Deadline | March 15, 2023, 2:00pm |
| Proposal Submission Deadline | April 3, 2023, 2:00pm |



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 City of Pasadena. Vendors must submit all required document 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 2:00 pm on Monday, April 3, 2023. 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 "[#Proposer's Submittals/Checklist](#)."
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 [#Proposer's Submittals/Checklist](#). No Pricing shall be included in this part.

5. PRICE PROPOSAL: Price Proposal Submittal

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.

6. 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.

7. 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.

8. 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 ,Economic Development Strategic Planning Services, 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. *Desired Skills & Experience*

Prospective consultants should demonstrate the following:

- Deep experience developing strategic plans for various economic development organizations including local governments.
- Strong facilitation skills with ability to successfully convene cross-sector stakeholders, solicit meaningful input and promote thoughtful participation using various methods.
- Passion for engaging with and developing strategies to support diverse communities of color, and low- and moderate-income communities, with experience carrying out robust, creative, and culturally competent engagement activities.
- Strong data analysis, data visualization and graphic skills with the ability to produce a high-quality strategic plan document with effective maps, images, tables, etc.
- Thorough knowledge of economic development practices and methods including innovative approaches to problem solving, program design, incentives, business development, place-based/neighborhood strategies, real estate development and reuse, marketing and tourism, funding and financing opportunities, and more.
- Experience with or knowledge of Pasadena local and regional economic development stakeholders including but not limited to business support organizations, entrepreneurs, workforce entities, cultural and education institutions, local government, elected officials, the nonprofit community, philanthropy, and others.
- Experience with or knowledge of entrepreneurial ecosystem building frameworks; the conditions and supports, people and organizations in an area that are conducive to a thriving entrepreneurial environment and foster a culture of partnership and collaboration.
- Proficiency with Spanish, Armenian or other languages to effectively engage in languages commonly spoken among the Pasadena stakeholder community.
- Ability to meet in person and virtually as is needed to conduct a successful planning process.

2. *Background Examination, Market Analysis & Baseline Research*

The chosen consultant will perform the necessary research on Pasadena's history and current context to successfully inform the strategic planning process, including but not limited to:

- A. Literature review of existing division plans and program materials, city departmental plans, general and specific plans, regional economic development strategic plans and other relevant documents.
- B. Market analysis that considers the following components, among others:



1. Local demographics, household income, education levels, unemployment patterns, commuting patterns, languages, tapestry segments, etc. (regional, City, neighborhood level).
 2. Market position analysis of City's strengths and competitiveness within the region.
 3. Cluster scan and analysis of regional growth industries.
 4. Business density, retail mix, ownership patterns, small business and industry composition.
 5. Job typologies and workforce characteristics, employer density, wage rates and patterns.
 6. Gap analysis of city tools, programs and incentives.
 7. Analysis of retail/commercial supply conditions e.g., inventory, vacancies, lease rates, industry leakage and surplus.
 8. Indicators of financial vulnerability and if/how they are concentrated in specific geographies and/or populations.
 9. Additional local and/or regional data e.g., planning/zoning, land use, parcel data, transportation networks, etc. that may influence opportunities and challenges in promoting economic equity and growth within the City.
- C. Examination of undervalued community assets that data may miss e.g., community coalitions, networks, and other civic structures; arts and culture, community history and collective memory; social ties; entrepreneurial spirit; community aspirations.
- D. Examination of complex community challenges that data may miss e.g., gentrification and displacement concerns, language access, concerns over safety and policing, mismatches between services and community needs, exclusionary civic structures, lack of community capacity, community buy-in.

3. Stakeholder & Community Engagement

- A. Work closely with the Economic Development Division to form a core advisory group to guide the strategic planning process; facilitate discussion and the development of a strategic vision, guiding principles, goals, and objectives.
- B. Develop and execute a stakeholder and community engagement plan proposing various methods and formats to solicit thoughtful participation and input from various individuals and groups including business owners, business development organizations (small business development centers, chambers of commerce, district management associations, convention and visitors bureau, community development financial institutions, foundations, other nonprofits), anchor institutions, real estate brokers, developers, property owners, elected officials, city staff.
- C. Utilize in person and digital methods, interviews, focus groups, surveys, informal discussions, events, storytelling, mapping exercises, and others; determine the best methods for meaningful participation from each stakeholder group.



- D. In addition to promoting participation and gathering input, the consultant will leverage engagement opportunities to engender a culture of partnership, accountability, and knowledge sharing, socializing these values and planting the seeds for successful future collaborations and implementation of the agreed-upon strategies.
- E. Design engagement activities and materials that are culturally competent and accessible to various diverse community stakeholders.
- F. Facilitate discussion among stakeholders to identify economic development strengths, weaknesses, opportunities, and challenges, identifying trends by stakeholder type and those shared across groups.

4. Strategic Plan Deliverable

The consultant will synthesize information from the background scan, market analysis, baseline research, advisory group and community engagement activities and the knowledge from its project team to deliver a streamlined strategic plan document that includes but is not limited to the following items. The consultant will also develop a communication plan including recommendations for publishing, distributing, and leveraging the plan to reinforce the strategies and actions within.

- A. Executive summary, acknowledgments, history and context, vision, guiding principles, goals, and objectives.
- B. Summary of market analysis with strong narrative descriptions and visual representations of key findings including maps, charts, tables, images, and other graphics.
- C. Summary of community engagement activities and participants, with key findings specific to each stakeholder type and similarities across stakeholders.
- D. Strategy recommendations. Though the planning and engagement process will bring to light priorities and areas of focus, recommended strategies should generally include those related to small business and entrepreneurship ecosystems; place-based/neighborhood commercial revitalization; workforce development; special projects; marketing and communications; real estate development and reuse, strategic partnerships; and arts, culture and placemaking as tools for economic development. Consultants will work with the division and advisory group to develop high level strategies as well as recommendations for tools and actionable items to carry out the strategies. This will ensure the plan is not one that “sits on a shelf,” but one that has a strong vision as well as practical, implementable actions. The strategies and action items should include short- medium- and long-term time horizons, feasibility and cost assessments, as well as an assessment of resources required for implementation including data, software, tools, memberships, policies, partnerships, funding, etc. Preliminary areas of focus include:
 - 1. Life science and technology. Develop strategies to nurture and further develop this industry cluster and position Pasadena as an industry destination.



2. Entrepreneurial ecosystem mapping and building. Understand the existing support network, mapping the roles of various stakeholders, identifying and reducing opportunity gaps for entrepreneurs of color, identifying redundancies and efficiencies, building strategic partnerships.
 3. Underserved geographies and populations. Identify needs and challenges in historically underserved commercial districts in Northwest Pasadena including the Lincoln, Fair Grove and North Lake corridors and highlight opportunities for economic inclusion.
 4. Workforce development. Develop strategies to leverage the various existing workforce entities and programs, find efficiencies, amplify opportunities, increase employment for populations in need.
 5. Economic resilience. Develop strategies to prepare for, withstand and recover from economic shocks of various kinds.
 6. Creative funding and financing. Identify funding streams and opportunities to support implementation.
- E. Evaluation framework including performance metrics, methods, and tools for effectively measuring and evaluating success.
 - F. Relevant appendices and/or standalone documents, graphics, tools, backup data.
 - G. Other components the consultant, division and advisory group identify as essential to a stronger plan document.

5. *General Project Management*

- A. The consultant project team will meet with the division's primary point(s) of contact either weekly or biweekly, in-person and virtually as is needed to carry out a successful process. Key kickoff meetings with the division and advisory group as well as milestone convenings and key engagements with stakeholders will be conducted in person. The consultant will prepare agendas and lead meetings, provide regular progress updates on administrative items and schedules, and share draft materials ahead of major milestones for review and discussion. The consultant will designate a lead contact person to work closely with the Division's lead to plan, carry out, troubleshoot, and iterate throughout process from start to finish.



4. 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.

COST SCHEDULE



| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
|--------------|---|----------|-----------------|-----------|-------|
| 1 | Background Examination, Market Analysis & Baseline Research | 1 | Lump | | |
| 2 | Stakeholder & Community Engagement | 1 | Lump | | |
| 3 | Strategic Plan Deliverable | 1 | Lump | | |
| 4 | General Project Management | 1 | Lump | | |
| TOTAL | | | | | |



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. | Consultant Experience Evaluators will consider the quality of the consultant's described experience leading economic development strategic planning or similar processes including key successes, challenges and lessons learned from that experience. Evaluators will also consider the expertise of the described project team and subcontractors (if applicable), including staff experience on past projects, certifications, education, etc. Evaluators will also consider the consultant's demonstrated level of alignment with the stated Desired Skills and Experience described in the Scope of Work. | Points Based | 30 (30% of Total) |
| 2. | Proposed Solution, Work Sample & Additional Materials Evaluators will consider the quality of the consultant's proposed solution for carrying out the scope of work including work breakdown structure or implementation plan and suggestions for adjustments and/or additional relevant scope the consultant feels would benefit the process (if provided). Evaluators will consider the quality and relevance of the consultant's provided work sample and additional provided materials (if applicable) and their alignment with the Scope of Work. | Points Based | 30 (30% of Total) |
| 3. | Proposed Schedule Evaluators will evaluate the quality and feasibility/appropriateness of the consultant's proposed project schedule including the overall timeline for completion of the Scope of Work as well as proposed milestones. | Points Based | 10 (10% of Total) |
| 4. | References Evaluators will evaluate the quality of the consultant's provided references including descriptions of the consultant's performance on projects of similar scope. | Points Based | 10 (10% of Total) |



| | | | |
|----|--|-----------------|----------------------|
| 5. | <p>Cost Schedule</p> <p>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 = 10 points.</p> <p>$(\\$100,000 / \\$125,000) \times 10 = 8 \text{ points}$</p> | Reward Low Cost | 10 (10% of Total) |
| 6. | <p>Local Pasadena Business</p> <p>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.</p> | Pass / Fail | 5 (5% of Total) |
| 7. | <p>Small or Micro-Business</p> <p>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</p> | Pass / Fail | 5 (5% of Total) |



6. 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.

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. 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.



8. GENERAL REQUIREMENTS

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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-reports/tax-payer-protection-act-tpa/>

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 one 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

A brief description (1-3 pages) of the consultant's experience leading economic development strategic planning or similar processes (particularly for local government clients, if applicable) including key successes, challenges and lessons learned that inform the consultant's approach. Please include knowledge about and experience working with Pasadena economic development stakeholders, if applicable.

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.



9. INSURANCE REQUIREMENTS

1. *Insurance Requirements*

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



10. SUBMITTAL INSTRUCTIONS

1. *Training Resources for Vendors:*

Videos:

Instructions for the new eProcurement System: The following link <https://help.procurement.opengov.com/en/articles/5815468-opengov-procurement-vendor-training> will include video instructions for using the new system.

Screen Shots:

- A. [Subscribing for an agency's notifications](#) - Using the Network Tab
- B. [Following a project](#)
- C. [How to respond to a bid, submit a bid, or No bid?](#)
- D. [Get Notifications](#)
- E. [Managing Addenda](#)
- F. [OpenGov Procurement Support](#)

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 2:00 pm, Monday, April 3, 2023. 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. *Withdraw of Proposal*

Any Bidder or Proposer may withdraw their response via the City's [eProcurement Portal](#) prior to 2:00 pm on Monday, April 3, 2023.

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 "Economic Development Strategic Planning Services." Project ID: 2023-RFP-114. 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, March 15, 2023, prior to 2:00 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 2:00 pm** on Monday, April 3, 2023.

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.

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.



11. 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. *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 Economic Development Strategic Planning Services due on Monday, April 3, 2023 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*

a) *Mandatory Contents**

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.

A. Consultant Experience

1. Cover Letter
2. Experience Narrative
3. Project Team Description

B. Proposed Solution

1. Propose Solution Description
2. Proposed Schedule
3. Cost Schedule

C. Additional Materials

1. References
2. Work Sample
3. Other Materials

☐ Please confirm

*Response required

3. *CONSULTANT EXPERIENCE*

b) *Cover Letter**



A Cover 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

c) Experience Narrative

A brief description (1-4 pages) of the consultant's experience leading economic development strategic planning or similar processes (particularly for California local government clients, if applicable) including key successes, challenges and lessons learned that inform the consultant's approach. Please include knowledge about and experience working with Pasadena economic development stakeholders, if applicable.

d) Project Team*

A brief description (1-3 pages) of the roles, qualifications, and areas of expertise of specific staff who, if the firm is selected, will act as the project team, making a substantial contribution to delivering the project. This can include resumes and/or narrative descriptions of staff experience including past projects, certifications, education, etc. Please do not include staff who will not commit substantial effort to the activities outlined herein. Please also include the experience of proposed subcontractors, if applicable.

*Response required

4. PROPOSED SOLUTION

e) Proposed Solution Description*

A brief description (2-5 pages) of how the consultant will successfully carry out the above scope of services including a high-level work breakdown structure or implementation plan and any suggestions for adjustments and/or additional relevant scope the consultant feels would benefit the process.

*Response required

f) Proposed Schedule*

A proposed project schedule including an overall timeline for completion of the scope of work as well as proposed timing for the completion of major milestones and scope components.

*Response required

g) Cost Schedule*

The total cost to deliver the scope of services including a cost breakdown for the primary scope components: Background Scan, Market Analysis and Baseline Research; Stakeholder and Community Engagement; Strategic Plan Deliverable; General Project Management.

*Response required



5. **ADDITIONAL MATERIALS**

h) References*

A list of three references with contact information for clients and/or collaborators, who can speak to the consultant's performance on projects of similar scope completed in the last five years. Please provide a brief description (1-3 sentences) of the completed project.

Maximum response length: 5000 characters

*Response required

i) Work Sample*

An attachment of at least one completed strategic plan document (if available), collateral, program material, report, or similar work developed by the consultant.

*Response required

j) Other Materials

Additional attachments that further illustrate the consultant's ability to carry out this work (optional).

6. **REQUIRED FORMS**

Please download, complete and submit any required forms below.

k) 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

l) 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

m) Conflict of Interest*

Please download the below documents, complete, and upload.

- [CONFLICT_OF_INTEREST.pdf](#)

*Response required

n) Designated Representative*

Please download the below documents, complete, and upload.

- [DESIGNATED REPRESENTATIVESd...](#)

*Response required

o) Disqualification Disclosure*

Please download the below documents, complete, and upload.

- [DISQUALIFICATION DISCLOSURE...](#)

*Response required



