



## **COMPETITIVE BID**

**FURNISH AND DELIVER  
FIRE AND SECURITY ALARM SERVICES  
FOR THE  
PUBLIC WORKS DEPARTMENT, BSFMD  
CITY OF PASADENA, CALIFORNIA**

**Attachments:**

- A - Master Labor and Materials Contract - 12-29-21
- B - REQUIRED\_FORMS\_-\_AAs\_-\_SIG-LEGAL-STATUS\_-\_DECLARATION\_OF\_NONCOLUSION  
11032022
- C - RELEVANT EXPERIENCE FORM
- D - MATERIAL AND LABOR BOND FORM
- E - FAITHFUL PERFORMANCE BOND FORM
- F - Subcontractor Listing
- H - Insurance Requirements - IT & Professional Services (Cyber and E&O) 2021.1



## 1. Notice Inviting Bids

For  
Fire and Security Alarm Services

Notice is hereby given that the City of Pasadena is calling for sealed bids for the Public Works Department, BSFMD and will receive sealed bids prior to 3:00 pm, Tuesday, April 2, 2024 and will electronically unseal and make them available online (<https://procurement.opengov.com/portal/pasadena>) for this solicitation named "**Fire and Security Alarm Services**" Project ID: 2024-IFB-LM-0164.

### *1. Summary*

The City of Pasadena Public Works Department is requesting bids from qualified firms for the Building Systems and Fleet Management Division to provide comprehensive fire and security alarm system services at all locations listed in the **Bidder's Proposal** section of this document. The City may from time to time, without invalidating the Contract, add, delete, or change any of the locations.

The Contractor shall furnish all supplies, materials, labor, tools, equipment, and transportation, and perform all operations necessary to monitor, inspect, test, certify, and repair fire and security alarm detection systems and fire sprinkler systems in accordance with National Fire Protection Association (NFPA) 25 and NFPA 72 standards. Such systems include but are not limited to; smoke detectors, pull stations, wet/dry pipe sprinklers, fire pumps, Halon Suppression System, and all other associated components.

### *2. Delivery Instructions*

Bids will be received via the City's [eProcurement Portal](https://procurement.opengov.com/portal/pasadena) (<https://procurement.opengov.com/portal/pasadena>). A bid received after the time set for the bid opening shall not be considered. Bidders are required to submit (upload) all items listed in the [Submittals/Checklist](#). Bids will be received prior to 3:00 pm on Tuesday, April 2, 2024 and will be opened online at that time.

Copies of the Specifications and all required forms may be obtained for this solicitation online: <https://procurement.opengov.com/portal/pasadena/projects/57931>

Addenda shall be acknowledged via the City's eProcurement Portal. Refer to the Specifications for complete details and bidding requirements. The Specification and this Notice shall be considered a part of any contract made pursuant thereunder.

### *3. Pre-bid Conference*



See the Timeline in the section named "[Instructions to Bidders](#)." If there is a Mandatory pre-bid meeting, bidders are required to attend at the time, date, and location included in the Timeline (#[Instructions to Bidders](#)) of this solicitation. If there is a Non-Mandatory pre-bid meeting, bidders not required to attend.

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

#### **4. NOTICE REQUIREMENTS**

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

#### **5. Required Licenses (Eligibility Requirement)**

Bidders must possess and provide the following license(s) or certification(s) to be deemed qualified to perform the work specified:

Valid C-10 and Alarm Company Operator licenses issued by the California State Contractor License Board.

#### **6. Deadline for Questions**

The deadline to submit questions related to this solicitation is Monday, March 25, 2024, prior to 3:00 pm.

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

#### **7. Release Date**

**Release Dated: Thursday, March 14, 2024**

MIGUEL MÁRQUEZ  
City Manager



## 2. Instructions to Bidders

### *1. Summary*

#### **Submittal Instructions**

Bids will be received via the City's [eProcurement Portal](#). A bid received after the time set for the bid opening shall not be considered. Bidders are required to submit (upload) all items listed in the [#Bidder's Submittals/Checklist](#). Addenda shall be acknowledged via the City's eProcurement Portal. Bids will be received prior to 3:00 pm on Tuesday, April 2, 2024 and will be opened online at that time.

Copies of the Specifications and all required forms may be obtained for this solicitation online: <https://procurement.opengov.com/portal/pasadena/projects/57931>

Refer to the Specifications for complete details and bidding requirements. The Specification and this Notice shall be considered a part of any contract made pursuant thereto.

All bid pricing must be entered into the City's [eProcurement Portal](#) or the bid may be considered informal and deemed non-responsive, do not use a separate document attachment to represent your pricing. All required attachments must be completed and uploaded electronically into City's [eProcurement Portal](#) prior to the set bid date and time in this Notice Inviting Bids.

- **DEPARTMENT:** Public Works Department, BSFMD
- **RELEASE DATE:** Thursday, March 14, 2024
- **CONTACT:** Sarkis Bekmezian

The City of Pasadena Public Works Department is requesting bids from qualified firms for the Building Systems and Fleet Management Division to provide comprehensive fire and security alarm system services at all locations listed in the **Bidder's Proposal** section of this document. The City may from time to time, without invalidating the Contract, add, delete, or change any of the locations.

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### *2. Contact Information*



**Sarkis Bekmezian**

Superintendent

Email: [sbekmezian@cityofpasadena.net](mailto:sbekmezian@cityofpasadena.net)

Phone: [\(626\) 744-4089](tel:(626)744-4089)

**Department:**

Public Works Department, BSFMD

### **3. Timeline**

Vendors are strongly advised to complete and submit all required items sufficiently early before the date listed in this solicitation. Bids must be completed and submitted according to the instructions in this solicitation **prior to 3:00 pm on Tuesday, April 2, 2024.**

<b>Release Project Date</b>	March 14, 2024
<b>Question Submission Deadline</b>	March 25, 2024, 3:00pm
<b>Bid Submission Deadline</b>	April 2, 2024, 3:00pm



### 3. General Instructions

#### **1. General Bid Requirements**

To be considered, a bidder must follow the format for bids in the specifications. Bids must be binding and firm. Any bid may be withdrawn before bid opening but not for 120 days after opening.

#### **2. Bidder's Guarantee**

Bid security in the amount of five percent (5%) of the total bid price in the form of a surety bond, meeting City requirements, must accompany all bids. If the Bidder to whom the contract is awarded shall for fifteen (15) calendar days after such award fail or neglect to enter into the contract and file the required bonds, the City may deposit in its treasury said bid security and, under no circumstances, shall it be returned to the defaulting Bidder.

Electronic Bid bond is required. Bidders must submit all required information for the city to verify the bond with their bid . The bond must meet the following requirements and characteristics: A bid security in the amount of five percent (5%) of the total bid price in the form of a redeemable or callable electronic surety bond, meeting City requirements, must accompany all bids.

#### **Bid Bond Instruction:**

Use the following when trying to setup a bid bond for the City of Pasadena: The Project ID of the solicitation on which you are bidding. Your Contractor Vendor ID which is your Federal Tax ID or it's equivalent. Both fields are required for validation. If you are having trouble finding these ID's, please contact Surety2000 at 1-800-660-3263 or email [help@surety2000.com](mailto:help@surety2000.com)

If a vendor ID has not been assigned, vendor can use their company EIN in the Contractor Vendor ID field (see below).



1. Contact Information	<input checked="" type="checkbox"/>
2. Addenda Confirmation	<input checked="" type="checkbox"/>
<b>3. Questionnaire</b>	<input checked="" type="checkbox"/>
4. Company Profile	<input checked="" type="checkbox"/>
5. Submit	<span style="background-color: #f0e68c; border: 1px solid #ccc; padding: 2px 5px;">Incomplete</span>

**✓ 8. Cost Proposal Documents\***  
Please upload your cost proposal documents here.

[Proposal\\_Document\\_Report.pdf](#) Delete

Drop some files here or click to select files to upload.

**✓ 9. Insurance Requirements\***  
By submitting a response to this solicitation, the Proposer acknowledges the standard City Contract insurance requirements and endorsements and agrees to submit their Certificate(s) of Insurance as outlined in the Insurance Checklist (found in [Attachments](#)) in a timely manner following the selection of the recommended vendor. Failure to do so shall be just cause for forfeiture of the proposal guaranty and/or rejection of your proposal.

Please confirm

**10. Other Documentation**  
Please upload any additional documentation that you feel would be a value to your submitted proposal. For example: Award, Licenses, etc.

Drop some files here or click to select files to upload.

**11. Bid Bond\***  
Please enter your Bid Bond information from Surety2000 below.

**Bond Number**

Please enter your Bond Number from the bid bond

**Contractor Vendor ID**

Please enter your Contractor Vendor ID from the bid bond

Verify button will become active when both fields are filled in

*Don't have a bid bond yet? [Login](#) or [register](#) at Surety2000 to create one using the following information for this project:  
Project ID: A1\_1976-1.6/0  Bid Security: 10%*

[« Back](#) [Save Progress](#) [Continue >](#)

### Return of bid securities.

The city shall retain the bid security of the successful bidder until after execution of the contract and approval of the bonds or other security furnished by the bidder for the faithful performance of the contract or purchase order. Once a contract is fully executed, a notification will be sent to all bidders from the eProcurement system, at which time bidders can release their bond for this solicitation.

### 3. NOTICE REQUIREMENTS

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

### 4. Required Licenses



Bidders must possess and provide the following licenses or certifications to be deemed qualified to perform the work specified: Valid C-10 and Alarm Company Operator licenses issued by the California State Contractor License Board.

## *5. Performance Bonds*

Performance Bonds Required: 100%

## *6. Labor & Materials Bonds*

Labor & Materials Bonds Required: 100%

## *7. Special Requirements of Contractors*

There is a separate packet of forms as part of these specifications that a bidder must complete to establish compliance with a number of special City of Pasadena requirements, including, but not limited to, **Equal Employment** and **Affidavit of Non Collusion**. These forms and their instructions should be considered an integral part of the specifications and failure to complete them shall be grounds, in the sole discretion of the City, for rejection of any bidder.

## *8. Bidder Must Make Thorough Investigation*

It is the bidder's responsibility to examine the location of the proposed work, to fully acquaint themselves with the specifications and the nature of the work to be done. The bidder shall have no claim against the City based upon ignorance of the nature and requirements of the project, misapprehension of site conditions, or misunderstanding of the specifications or contract provisions.

## *9. Acceptance of Conditions*

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

- All parts of the Instructions to Bidders and Specifications will become part of the Contract between the selected bidder and the City;
- The City may require whatever evidence is deemed necessary relative to the bidder's financial stability and ability to complete this project;
- The City reserves the right to request further information from the bidder, either in writing or orally, to establish any stated qualifications;
- The City reserves the right to solely judge the bidder's representations, and to solely determine whether the bidder is qualified to undertake the project pursuant to the criteria set forth herein. The bidder, by submitting a bid, expressly acknowledges and agrees that the judgment of the City as to whether or not the bidder is qualified to perform the project, shall be final, binding and conclusive;



- The City reserves the right to reject all bids, waive any irregularity in any of the bids, or cancel or delay the project at any time;
- This bidding process does not commit the City to award any contract, and the City is not liable for any costs incurred by the bidder in the preparation and submission of a bid.

#### ***10. Truth and Accuracy of Representation***

False, incomplete or unresponsive statements in connection with the bid may be sufficient cause for rejection of a bidder.

#### ***11. City Changes to the Bid Documents***

The City reserves the right to change any part of these Instructions to Bidders 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. A bidder's failure to address the requirements of the addenda may result in the bid 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 "Fire and Security Alarm Services." Project ID: 2024-IFB-LM-0164. Bidders can view a list of addenda released by the City by clicking on "Addenda & Notices." While drafting a response, there will be a required section for "Addenda Confirmation" where bidders must acknowledge each addenda released.**

#### ***12. Notice Regarding Disclosure of Contents of Document***

All bids accepted by the City at the time of bid opening shall become the exclusive property of the City. Upon opening, all bids 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 bid which are identified by the bidder as business or trade secrets and plainly marked as "trade secret," "confidential," or "proprietary." Each element of a bid which a bidder 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 under the California Public Records Act or otherwise by law (despite the bidder's request for confidentiality), the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

#### ***13. Construction During the Period of November 15 through January 3***



Attention is directed to Chapter 12.24 of the PMC, Excavations, and the Board of Directors (City Council) Policy Statement in Motion 25405 dated September 5, 1967. In general, all streets shall be free and clear of excavations and other construction during the period of November 15th through January 3rd for business districts, and December 15th through January 3rd for other areas. Accordingly, the Contractor will be required to shut down construction operations which would impede traffic movement during this period unless otherwise directed by the Engineer in emergency situations. Any existing excavations shall be backfilled, compacted, and temporarily repaved before the shutdown date. Bidders should reflect any costs of such shutdown in the various items of the Bidder's Proposal, and no additional payment will be allowed therefor. No time will be charged against the contract time for operations which are shut down in accordance with this section. A map showing the appropriate shutdown period for all locations in the City is available at the public counter of the City's Permit Center at 175 Garfield Avenue, Pasadena, 91101.

#### ***14. Local Bidders; Refund of Sales and Use Tax***

For the purpose of determining the lowest bidder on a contract for materials and supplies only, 1.75% of that portion of the bid subject to sales or use tax shall be deducted from any bid where it is determined that if such bidder were awarded the contract, the City would receive a refund of the 1.75% sales and use tax pursuant to the Uniform Sales and Use Tax Ordinance of the City of Pasadena.

#### ***15. Special Requirements of Contractors***

There is a separate packet of forms as part of these specifications that a bidder must complete to establish compliance with a number of special City of Pasadena requirements, including, but not limited to, Equal Employment and Affidavit of Non Collusion. These forms and their instructions should be considered an integral part of the specifications and failure to complete them shall be grounds, in the sole discretion of the City, for rejection of any bidder.

#### ***16. Public Contract Code Sec. 9204 New Public Works Claims Procedure***

As detailed in the Section Titled Public Works Claims Procedure new Public Contract Code Section 9204 ([#Public Contract Claims Procedure](#)), effective January 1, 2017, specifies new procedural requirements for claims submitted by a contractor on any public works project.



## 4. City Requirements

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

### *1. Pasadena Operating Companies*

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

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

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

- Contracting. Contractors expressly agree to comply with the City's ordinances and regulations regarding Equal Opportunity Employment as well as regulations that may be mandated by the source of the funds supporting this contract.

Compliance – To the extent permitted by law, Contractor expressly agrees to establish compliance with the Equal Employment Opportunity Practices Provisions of Chapter 4.08 of the Pasadena Municipal Code, and the Rules and Regulations adopted pursuant to said ordinance.

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

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

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

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



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

#### **4. SAMPLE CONTRACT**

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

#### **5. CHANGE ORDER MANAGEMENT**

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

#### **6. Local Preferences**

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 that result from the performance of this contract and which are performed within the City.

#### **7. Pasadena Business License**

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

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

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

#### **8. Invoice Submission Portal**

Invoice Submission Portal



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

How to submit invoices to the City of Pasadena?

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

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

## ***9. Acceptance of Conditions***

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

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

## ***10. Award of Bid and Determination of Responsiveness***

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

- The quality of the material offered;
- The ability, capacity and skill of the bidder to perform the contract or provide the material or services;



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

### ***11. Pasadena Living Wage Ordinance***

If this purchase includes a service, and the contract total is at \$25,000 or more, it is then subject to the City of Pasadena's Living Wage Ordinance, Pasadena Municipal Code Chapter 4.11. The ordinance requires that contractors providing labor or services to the City under contracts in excess of \$25,000 pay no less than the City's Living Wage to all employees who spend any of their time providing labor or delivering services to the City.

The selected contractor will be required to evidence compliance with the Living Wage Ordinance by submitting payroll records as requested by the City. Each record shall include the full name of each employee performing labor or providing services under the contract; job classification; rate of pay and benefit rate.

Failure to comply with the provisions of the Pasadena Living Wage Ordinance is grounds for termination of the contract and a basis for penalties as stated in Pasadena Municipal Code Chapter 4.11. Questions concerning the Pasadena Living Wage Ordinance should be directed to:

Finance Department  
Purchasing Division  
626-744-6755 - phone  
626-744-6757 – fax

Please visit <https://ww5.cityofpasadena.net/finance/doing-business-with-the-city/> for the current calendar year Pasadena Living Wage rate.

### ***12. Errors and Omissions***

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

### ***13. Patent Fees; Patent, Copyright, Trade Secret, and Trademark Fees***

Each bidder or proposer shall include in the price bid any patent fees, royalties and charges on any patented article or process to be furnished or used in the prosecution of the Work.



#### **14. Taxes**

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

#### **15. Certificate of Insurance**

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

#### **16. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS Form W-9)**

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

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

#### **17. LIMITATIONS ON LIABILITY**

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

#### **18. Recycled Product Procurement Mandates Pertaining to Local Governments [22150 - 22154]**

This section is only applied when buying paper products.

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

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

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

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

#### **19. 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.

## **20. AVAILABILITY OF FUNDS**

The provisions of this Contract relating to payment for products or services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to for disbursement. The City shall be the sole judge and authority in determining the availability of funds under this Contract. If any action is taken by the City, any state agency, Federal department or any other agency to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, the City may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, The City shall be liable for payment only for products provided or services rendered prior to the effective date of the termination, provided that such products or services were provided or performed in accordance with the provisions of this Contract.

## **21. 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 this solicitation, above. Addenda (if any) shall be made available on the City's eProcurement system, and sent to each vendor included on the "Followers" list in the City's eProcurement system. A vendor's failure to address the requirements of any and all addenda may result in the response (proposal or bid, or alike) 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 vendor is responsible to register on the City's eProcurement Portal and follow the project named Fire and Security Alarm Services in order to be included in the "Followers" list in the City's eProcurement system to insure they receive all 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.



## 5. City Requirements (Continued)

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

### ***1. CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT ORDINANCE***

Construction and Demolition Waste Management Ordinance - In addition to complying with all applicable federal, state and local laws and regulations, the Contractor shall take note of the specific requirements of the Construction and Demolition Waste Management Ordinance, Pasadena Municipal Code Chapter 8.62. The Contractor shall comply with all provisions of the Ordinance, as a material part of the work under this Contract in order to divert a minimum of 75% of the construction and demolition debris resulting from the work. The Waste Management Plan required by the Ordinance shall be submitted no later than fifteen (15) calendar days after the Contract award.

Pasadena has partnered with Green Halo Systems to receive and keep track of the construction and demolition waste management documents.

The Contractor shall not commence work until (1) the invoice payment has been made for both the Performance Security Deposit equal to 3% of the project value not to exceed \$30,000, and the non-refundable Administrative Review Fee based on the City's General Fee Schedule available online at: [www.cityofpasadena.net/finance/general-fund/fees-tax-schedules](http://www.cityofpasadena.net/finance/general-fund/fees-tax-schedules); and (2) the Waste Management Plan has been submitted through Green Halo and approved by the City's waste management compliance official.

The Contractor shall be required to certify compliance with the Construction and Demolition Waste Management Ordinance and provide required documentation during and at the end of the contract term. The refund of the Performance Security Deposit is subject to this compliance.

The cost to comply with the City's Construction and Demolition Waste Management Ordinance shall be included in the unit or lump sum prices for the applicable items of work listed in the Bidder's Proposal and no additional compensation will be allowed.

Failure to comply with any provisions of the Construction and Demolition Waste Management Ordinance, Pasadena Municipal Code Chapter 8.62 may result in forfeiture of the Performance Security Deposit.

#### Instructions

The contractor awarded the project will receive an invoice to pay the C&D administrative fee and C&D performance security deposit and an email with instructions to activate an account with Green Halo, complete the C&D plan and submit the weigh tickets of the receipt for the project.



To receive the Administrative Fee and C&D Performance Security Deposit Invoice and instructions to complete the C&D requirements in Green Halo, send an email to [canddrecycling@cityofpasadena.net](mailto:canddrecycling@cityofpasadena.net) with the following information.

- Project name
- Contract Number
- Email account of the person that will be assigned as the account holder in the Green Halo

For additional information visit the Construction and Demolition Debris Recycling webpage

[www.cityofpasadena.net/public-works/engineering-and-construction/construction-and-demolition-debris-recycling/](http://www.cityofpasadena.net/public-works/engineering-and-construction/construction-and-demolition-debris-recycling/)

## ***2. Construction During the Period of November 15 through January 3***

Attention is directed to Chapter 12.24 of the PMC, Excavations, and the Board of Directors (City Council) Policy Statement in Motion 25405 dated September 5, 1967. In general, all streets shall be free and clear of excavations and other construction during the period of November 15th through January 3rd for business districts, and December 15th through January 3rd for other areas. Accordingly, the Contractor will be required to shut down construction operations which would impede traffic movement during this period unless otherwise directed by the Engineer in emergency situations. Any existing excavations shall be backfilled, compacted, and temporarily repaved before the shutdown date. Bidders should reflect any costs of such shutdown in the various items of the Bidder's Proposal, and no additional payment will be allowed therefor. No time will be charged against the contract time for operations which are shut down in accordance with this section. A map showing the appropriate shutdown period for all locations in the City is available at the public counter of the City's Permit Center at 175 Garfield Avenue, Pasadena, 91101.

## ***3. Stormwater Management and Discharge Control***

In addition to complying with all applicable federal, state and local laws and regulations, the Contractor shall take note of the specific requirements of the Stormwater Management and Discharge Control, Pasadena Municipal Code Chapter 8.70. The Contractor shall comply with all provisions of the Stormwater Management and Discharge Control Ordinance, also known as NPDES Requirements, as a material part of the work under this Contract.

## ***4. PDES Requirements***

In addition, the Contractor shall adhere to NPDES (National Pollution Discharge Elimination System) Best Management Practices to prevent deleterious materials or pollutants from entering the City or county storm drain systems, including, but not limited to implementing the Best Management Practices specified below, and the Contractor shall comply with all directions of the City in this regard during construction:

The following shall be implemented:

- A. Handle, store, and dispose of materials properly.



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- B. Avoid excavation and grading activities during wet weather.
- C. Construct diversion dikes and drainage swales around working sites.
- D. Cover stockpiles and excavated soil with secured tarps or plastic sheeting.
- E. Develop and implement erosion control plans (if applicable).
- F. Check and repair leaking equipment away from construction sites.
- G. Designate a location away from storm drains for refueling.
- H. Cover and seal catch basins if work in their vicinity may allow debris or deleterious liquids to enter.
- I. Use vacuum with all concrete sawing operations.
- J. Never wash excess material from aggregate, concrete, or equipment onto a street.
- K. Catch drips from paving equipment with drip pans or absorbent material.
- L. Clean up all spills using dry methods.

## **5. PREVAILING WAGE RATE PROJECT**

The prevailing wage rate provisions of Section 1770-1777 of the Labor Code and Section 7-2, entitled "Labor", of the Standard Specifications shall apply to this project. However, if there is a difference between the Pasadena Living Wage and Prevailing Wage rates for similar classifications of labor, the contractor and his subcontractors shall pay no less than the highest wage rate.

In responding to this request, all professional firms or contractors agree to comply with prevailing wage requirements, the Department of Industrial Relations, as further described below:

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates, that Contractor and all subcontractors must be registered and pay the registration fee with the Department of Industrial Relations (DIR), Contractor shall be subject to compliance monitoring and enforcement by the DIR, and the performance of other requirements on "Public Works" and "Maintenance" projects. If the services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws.

## **6. NOTICE REQUIREMENTS**

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].



No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

## **7. STANDARD SPECIFICATIONS**

In connection with contracts related to the subject “Bidder’s Proposal,” and except as otherwise provided below, all work shall be done in accordance with the provisions of the 2018 edition of “STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION” (commonly known as the “GREENBOOK”), Including Supplements, prepared and promulgated by Public Works Standards, Inc., a mutual benefit corporation. The Pasadena Department of Public Works has published a booklet titled, “SUPPLEMENTS AND MODIFICATIONS TO THE ‘GREENBOOK’ (STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION)” dated September 2006, hereinafter referred to as the Pasadena Supplements. The provisions of these Specifications and the Pasadena Supplements shall apply and take precedence over the Greenbook, in that order of precedence. The Pasadena Supplements and the “Greenbook” are available online at: <https://www.cityofpasadena.net/public-works/wp-content/uploads/sites/29/Pasadena-Recurring-Supplements-2023.pdf?v=1684796778799>. All references in these Specifications to “Standard Specifications” shall mean the Pasadena Supplements and the Greenbook, taken together.

## **8. PAYMENT**

Section 9-3 of the “STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION” is hereby replaced with the following: Payment will be made when invoice has been submitted upon the completion this project.

## **9. Local Preference (Continued)**

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.



## **6. General Specifications**

### **1. BID PROPOSAL QUANTITIES**

The quantities contained in the bid documents are approximate only and are for the sole purpose of comparing bids. The City may, in accordance with the specifications, order more equipment and/or materials as necessary at the City's sole discretion, as increased by the unit price noted and payment will be made for the amount of material actually provided as determined by the City and accepted at the unit prices noted in the bid.

### **2. EVALUATION OF BID**

Bids will be evaluated based on the lowest Grand Total Price submitted in the Bidders' Proposal. The contract award will be made from among responsive and responsible bidders. In case of a discrepancy between the unit prices and item total, the unit price shall govern. In the event of a discrepancy between the item totals and the grand total price the item totals shall prevail. The prices will be subject to adjustment by the City on that basis in the event of discrepancy and bid awarded.

### **3. SAMPLE CONTRACT**

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

### **4. SUBSTITUTION FOR PATENTED AND SPECIFIED ARTICLES**

Wherever these Specifications specify any material or process by patent or proprietary name, or by name of manufacturer, such specification is only for the purpose of describing the material or process desired and shall be deemed to be followed by the words and/or approved equivalent. Any bidder may offer in the proposal any material or process that is equivalent in every respect to the material or process specified. This statement of alternate unit shall clearly describe the material or process for which the substitution is proposed and shall provide technical data establishing equivalency.

### **5. BID YOUR FULL EQUAL OR BETTER**

Materials and equipment furnished shall be new, complete, ready-for-use and of the latest model, shall not have been used in demonstration or other services and have all the usual equipment as shown by manufacturer's current specifications and catalogs unless otherwise specified.

### **6. PAYMENT**



Section 9-3 of the "STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION" is hereby replaced with the following: Payment will be made when invoice has been submitted upon the completion this project.

## **7. INSURANCE**

Proof of insurance is not required to be submitted with your bid, but will be required prior to the City's award of the contract. A copy of the City standard is included in the attachments.

## **8. DURATION OF CONTRACT**

The initial term of the contract resulting from these Specifications shall be for three years from the date of execution by the City. The contract may be extended for two optional one-year extension periods subject to the approval of the City Manager.

## **9. *System for Award Management (SAM.Gov)***

Prior to contract award, the lowest responsive and responsible bidder must provide an active registration with "Sam.Gov." Vendors seeking to register can register for free at the following link: <https://sam.gov/content/entity-registration>

## **10. CONTRACT BONDS**

The Bidder to whom a contract is awarded shall file the bonds specified by Section 2-4, "Contract Bonds," of the Standard Specifications before execution of the contract. The term "Contract Price" shall be deemed to mean the total contract "not to exceed" amount consisting of the base bid stated in the Bidder's Proposal plus such additional amounts provided for adjustments to the estimated quantities contained in the Bidder's Proposal and for extra work covered by approved change orders, if any. See Section P-2-4 of the Pasadena Supplements.

## **11. RELEVANT EXPERIENCE**

Contractor shall provide information of at least five (5) clients for whom monitoring, testing, emergency response, and repair services have been performed within the past three (3) years, of which three (3) of these clients are with a municipality or similar government agency that is similar in scope and size. Complete and submit the attached Relevant Experience Form with your bid to demonstrate experience with projects of similar scope and size to that which is to be performed.

## **12. ACCEPTANCE OF WORK**



The Contractor shall provide written notification to the City when the Contractor deems the work complete and ready for final inspection. Upon the receipt of this notice, the City will make a final inspection and notify the Contractor within five (5) working days that the work is approved or that additional work is needed before approval. The work will neither be final nor accepted until the City notifies the contractor in writing that the entire work is completed to the specifications. No deviations from the Specifications will be accepted unless previously approved in writing by the City. Within ten (10) days after the work is accepted, the City will record a Notice of Completion. The Contractor shall be responsible for risk of loss or damage to the work until the date of the written notice of acceptance from the City. The period of any guarantee or warranty provided under these Specifications, shall commence on the date the work is accepted.

### ***13. LIQUIDATED DAMAGES***

Failure of the contractor to meet the delivery date will result in damages being sustained by the City of Pasadena. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the delivery date the Contractor shall pay the City of Pasadena, or have withheld from monies due it, the sum of \$400.00 per day.

Execution of the Contract shall constitute agreement by the City of Pasadena and the Contractor that this represents the minimum value of the costs and actual damage caused by the failure of Contractor to meet the deliver date. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delays occur.

### ***14. STORAGE***

The Contractor shall, at its own expense provide a storage location for his materials and equipment. The contractor must request and coordinate with Public Works Department for an approved location.

### ***15. PROTECTION OF EXISTING IMPROVEMENTS AND OTHER UTILITIES***



The Contractor shall, at its own expense, preserve and protect from injury all improvements existing at the site, such as equipment, trees, parkways, flowers, shrubbery, lawns, fences, curbs, gutters, sidewalks, walls, manholes and all other improvements of whatever nature. If any such improvements are injured, damaged, or destroyed by the Contractor, or its employees, subcontractors or agents, they shall promptly be restored by the Contractor, at the Contractor's expense, to the condition existing before such injury, damage, or destruction. The Contractor shall protect and maintain in uninterrupted service any existing sub-surface utilities and shall promptly repair any damages to such utilities at his own expense. Existing utilities of record in the area affected by this contract may be shown in the drawings, however, if any pipe or conduit is encountered, the contractor shall determine their usage and arrange with the proper utility concerned for its removal or protection. The Contractor shall be held responsible for all damage to work installed by him or others that is caused by his work or by anyone employed by him. The Contractor shall utilize "UNDERGROUND SERVICE ALERT" (USA) of Southern California (1-800-422-4133) to obtain marking of underground pipeline and utility locations. The contractor shall notify "USA" at least two working days in advance of beginning any excavation and/ or jacking operations. Utilities that are not subscribers or members of "USA" shall be notified separately and independently. To avoid unnecessary marking of utilities in the street and sidewalk areas, the Contractor shall specifically indicate those areas where underground utility information is needed using a temporary water based marking chalk ("AERVOE" brand or approved equal) with a visible life not to exceed three (3) weeks. Such markings shall be limited to only those areas where the Contractor's operation could damage buried utilities. Unnecessary markings resulting from Contractor's failure to identify only critical locations shall be removed by the Contractor at his expense. If the Contractor fails to properly and completely remove all unnecessary markings, the City will remove and bill the Contractor for all direct and indirect removal costs.

## **16. PROTECTION OF WORK, MATERIALS AND EQUIPMENT**

The Contractor shall bear all risk of loss or damage to the work until its final completion and acceptance by the City. In this connection, the Contractor shall be responsible for proper storage and handling of all materials, including those materials furnished by the City, and for the care of all work until such final completion and acceptance. The Contractor shall, at its own expense, promptly replace material damaged or lost during this period, and shall repair any portion of the work damaged during this period. If the Contractor neglects or refuses to do so, the City may do so at the Contractor's expense. However, the Contractor shall not be responsible for damage exceeding five percent of the Contract amount from Acts of God as defined in California Government Code Section 4151, such as earthquakes in excess of magnitude 3.5 on the Richter Scale, provided such damaged work was done according to the Specifications. Contractor shall not sell, assign, mortgage, hypothecate or remove equipment or materials which have been installed or delivered, and which may be necessary for the completion of the work, without written consent of the General Manager.

## **17. WARRANTIES GUARANTEES**



The Contractor shall transfer to the City the manufacturer's warranty or guarantee for each item delivered or installed under the Contract. Where applicable, the City shall be named as owner-beneficiary in any such warranty or guarantee. The Contractor shall ensure that each warranty or guarantee is in full force and effect from the date the City commences operation and use of the item. All such manufacturer's warranties or guarantees shall be in addition to the Contractor's warranty under this Contract. In addition to the above and any special guarantees required by the Detailed Specifications, the Contractor shall warrant that its work is fit for the City's particular purpose as indicated in the Specifications, fulfills all requirements of these Specifications, and is free from defects in materials, equipment, workmanship or installation. For a period of one two (2) years following the City's acceptance of the Work as provided in herein in this Specification, the Contractor shall repair or replace at its own expense any portion of the Work, including any material or equipment incorporated into the Work, that is defective or otherwise fails to conform to the above warranty or special guarantees. The City will notify Contractor of any such defect or nonconformity. Such notice will be given in writing, if possible, or by the means most practical under the circumstances. If the Contractor fails to correct the defect or other non-conformity within ten (10) days after receiving such notice, or in case of emergency demanding immediate action, then the City may make the necessary replacements or repairs and charge the Contractor the total cost of all labor, materials, equipment, administration and overhead required. If final payment has not been made, the City may withhold an amount for these costs; if the amount withheld is not sufficient, the City may recover any balance from the Contractor. The Contractor's performance bond shall remain in effect for a period of two (2) years after the date of acceptance of the work to cover the Contractor's warranties and guarantees as set forth above. The warranty period for each work order begins on the day when the retention is approved to be released.

## **18. SAFETY MEASURES**



The Contractor shall provide adequate safety measures and devices to prevent accidents, injury, or loss of life to the public and to workers, inspectors, and any persons whose duties bring them on the work. The Contractor shall comply with all orders and requirements of the California Division of Industrial Safety. The Contractor shall immediately install or provide any safeguarding or safety measures which the Division or the General Manager shall require. Without limiting the foregoing, in accordance with generally accepted construction practices the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Construction review of the Contractor's performance by the City, its agents or employees, does not include review of the adequacy of Contractor's safety measures at or near the construction site. Such construction review shall not relieve the Contractor of its obligations under this paragraph. The Contractor must comply with safety requirements issued by CAL/OSHA confined spaces, Article 108, #5157, #5158, #5159 and Pasadena Water and Power Department Safety Handbook Section I & II of Underground Distribution, when entering underground manholes. These requirements include, but not limited to: entry permits, air monitoring and ventilation, safety and rescue provisions. The Contractor and all his personnel must wear approved hard hats, clothing and equipment required on the jobsite. The Contractor shall employ workers who are qualified, experienced and well trained to work safely around or near energized electrical equipment. It is also a requirement of this contract that the contractor must provide his own electrical personnel who is qualified to monitor and supervise his workers while working inside the energized vault. Sanitation The Contractor shall provide all appropriate sanitary conveniences and shall remove the conveniences at the completion of the work.

#### **19. CLEANUP**

The Contractor shall keep the site free from accumulation of waste materials, rubbish and debris at all times. Upon completion of the work, the Contractor shall remove from the site all tools, equipment, temporary structures, unused materials, concrete forms, scaffolding, rubbish and other materials belonging to the Contractor or used under its direction during construction, and shall leave the site broom clean, unless the General Manager specifies otherwise. In the event the Contractor fails to clean up as required by these Specifications, the City may perform such cleanup work at the Contractor's expense; the Contractor and its sureties shall be liable for such expense.

#### **20. CONTRACTORS QUALITY CONTROL**

The Contractor shall be responsible for providing quality control measures to assure that all work is done in accordance with the Contract documents and any product manufacturer's recommendations.

If, in the opinion of a City Inspector or Representative, the Contractor is not providing quality control, further repair work may be suspended in part or in whole. Repair work shall only be allowed to commence once the Contractor has demonstrated satisfactory improvement in quality control procedures and repair results.



## 7. Bid Specifications

### **1. DESCRIPTION OF FIRE AND/OR SECURITY SERVICES PER FACILITY**

The City of Pasadena (City) currently uses a variety of security and alarm systems; **please see Bidder's Proposal** for a detailed list of the City's safety/security panels at each facility, and the corresponding services required.

During the term of this Contract, the City may request new or additional services at the facilities listed in the **Bidder's Proposal** section of this document for the same or adjusted prices issued by the vendor. The City also reserves the right to add or delete facilities, as needed.

### **2. SERVICE HOURS AND RESPONSE TIME**

- A. **Monitoring Services:** Contractor shall monitor all Alarm Systems 24 hours per day, 7 days per week, and 365 days per year by trained personnel. City will provide alarm management protocols, codes, and call back employee information for each location to the winning Bidder. Contractor shall provide appropriate alarm response dispatch at monitored locations.
- B. **Testing Services:** All testing services, with the exception of City Hall, must be performed during the following REGULAR BUSINESS HOURS (5:00AM – 4:00PM) Monday-Friday unless otherwise requested by the City. Testing services for City Hall must be performed OUTSIDE OF NORMAL BUSINESS HOURS. The Contractor will be required to provide a proposed annual and 5-year testing schedule once the contract is awarded.
- C. **Emergency Response Services:** Contractor must be available 24 hours a day for EMERGENCY RESPONSE. An emergency would be any unforeseen circumstance that calls for immediate actions that may prohibit the building from being occupied. Contractor must return service calls within one (1) hour and be on-site within three (3) hours of notification. If the Contractor does not respond in the time frame listed herein, the City will impose liquidated damages in the amount of \$400.00 for each extended trouble call. Contractor must contact the City Representative before performing any emergency services. City contact information will be provided to the winning bidder.
- D. **Repair Services:** Award of a contract does not prevent the City from obtaining the services of another Contractor for any repair work if the City so desires and/or it is in the public interest to do so. Any repair work is to be performed on an as-needed basis and requires a cost estimate and prior approval. Repair work that begins during regular hours and is required to continue outside normal business hours must be pre-approved by the City Representative.

### **3. SERVICE REQUIREMENTS**

#### Technicians:

Skilled technicians are to perform all service, maintenance and repair tasks. The technicians must, at a minimum, be factory trained and certified to work with the associated alarm system equipment.



Contractor Uniforms/ Identification Badges:

Contractor shall ensure all of its employees are clean, neat, and appropriately attired with uniforms, work shoes, and identification badges at all times performing any services on City properties.

Software Interface:

Contractor is responsible for all software interfaces between the Contractor's monitoring system and the City's alarm systems **as listed in the Bidder's Proposal.**

Subcontracting:

- A. If the bid includes the use of subcontractors, the Bidder must identify specific subcontractors and the specific requirements of this specification for which each proposed subcontractor would perform services in the Subcontractor Listing/Shoring Design form.
- B. All proposed subcontractors must meet the minimum experience and general requirements listed in this specification. The Bidder shall provide a statement of work experience and references for each subcontractor listed herein.
- C. Furthermore, it is the Contractor's responsibility to ensure the satisfactory completion of work by its subcontractors. The Contractor shall remain liable to the City for the performance of its subcontractor(s) during the duration of any resulting contract.

Preparedness:

- A. Contractor shall provide all hand tools, power tools, power cords, scaffolding, lifts, ladders, temporary lighting, equipment and materials necessary to complete all work. This includes responding to service calls prepared to evaluate and to make repairs; having the necessary materials and supplies with the technician and having parts and equipment required to make repairs on the technician's truck.

Replacement Parts Requirements and Conditions:

- A. *New and Unused:* All alarm system components, accessories, and hardware shall be new, unused and free from defects. All components shall be in current production and shall be standard products of the manufacturer. Each component shall bear the make, model number, and UL label as applicable.
- B. *Salvage:* Pursuant to Chapter 4.04 – DISPOSITION OF SALVAGE AND SCRAP PROPERTY of the Pasadena Municipal Code, the Contractor shall return to the City all security system components, accessories, and hardware that have been removed and replaced by the Contractor.



- C. *Warranty:* The Contractor shall guarantee any equipment replacement, upgrades or system enhancement, from inferior or faulty workmanship, and from work not in accordance with the manufacturer's specifications, for a minimum of one (1) year from the date of acceptance. The Contractor shall replace at no cost to the City any material that has been damaged during shipment, is defective, or fails to meet the test requirements and construction parameters. Such equipment shall be added to the service and maintenance contract at the end of the warranty period at the same rates and terms established in the contract.
- D. *Cost:* The Contractor shall provide parts at a rate discounted from the Manufacturer's Suggested Retail Price (MSRP). Markup on the parts shall not exceed 15%.

Safety Clearance:

- A. Contractor may be required to perform work in areas that have safety training course requirements. These requirements may vary by site and shall be completed at the Contractor's expense. In such cases where the Contractor is required to work in a "hazardous location", it will be the responsibility of the Contractor to successfully complete the safety training courses necessary to obtain appropriate documentation, identification, and/or clearance for all employees who work at that location.
- B. Contractor must exercise all necessary and reasonable precautions regarding safety of persons and property in performance of the contract requirements and while on site.

**4. EXPERIENCE AND MINIMUM QUALIFICATIONS OF CONTRACTORS**

- A. Contractor shall hold valid C-10 and Alarm Company Operator licenses issued by the California State Contractor License Board at the time the bid is submitted and throughout the full term of this contract, if awarded.
- B. Contractor shall provide a statement of work experience including monitoring, testing, emergency response, and repairing services for similar commercial and/or municipal facilities. This statement shall describe the work performed over a period of three (3) years preceding the date of said statement and shall give the owner and location along with beginning and completion dates of such work.
- C. Contractor shall provide information of at least five (5) clients for whom monitoring, testing, emergency response, and repair services have been performed within the past three (3) years, of which three (3) of these clients are with a municipality or similar government agency that is similar in scope and size. **Please see Submittals/Checklist section to download and fill out the Relevant Experience form.** This information includes the name, mailing address, and telephone number of the principal representative of the client; the dates of completion; and a description of the services provided. Bidders shall be entirely responsible for the accuracy of the information supplied.
- D. If Contractor (Bidder) does not possess the required licenses and work experience, the bid may be deemed non-responsive.
- E. The requested documentation is for informational purposes only. Failure to submit and/or meet the requirements may deem your bid non-responsive.



## 8. Bidder's Proposal

To the Honorable City Council of the City of Pasadena, California

In response to the Notice Inviting Bids for **Fire and Security Alarm Services** the undersigned proposes and agrees to furnish the required material in strict conformity with the general and detailed specifications and data on manufacturer's data sheets and/or exceptions made part of the bid and accepted by the City in writing.

### **INSTRUCTIONS:**

Each bidder must bid on all items shown in the Bidder's Pricing Table. If any bidder makes any alteration, interlineation or deviation in any of the printed matter of the proposal or if the signature of the bidder is incomplete, the bid will be considered informal and may be rejected.

The price bid shall include any and all charges required under the California Retail Sales Act of 1933 as amended and the California Use Tax Act of 1935.

Instructions: For each Item, please multiply the Unit Price by the corresponding Quantity to determine the Item Price. Sum the Item Prices to determine the Item Total. Sum the Item Total and the Sales Tax to determine the Grand Total Price.

All bid pricing must be entered into the City's [eProcurement Portal](#) or the bid may be considered informal and deemed non-responsive, do not use a separate document attachment to represent your pricing. All required attachments must be completed and uploaded electronically into City's [eProcurement Portal](#) prior to the set bid date and time in the Notice Inviting Bids ([#Notice Inviting Bids](#)).



Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Annual Fire Alarm Monitoring - City Hall	1	each		
2	Annual Fire Alarm Monitoring - Central Library	1	each		
3	Annual Fire Alarm Monitoring - Pasadena Public Health Department	1	each		
4	Annual Fire Alarm Monitoring - Robinson Park Center	1	each		
5	Annual Fire Alarm Monitoring - Senior Center	1	each		
6	Annual Fire Alarm Monitoring - Urgent Care Center	1	each		
7	Annual Fire Alarm Monitoring - Victory Park Concession Stand	1	each		
8	Annual Fire Alarm Monitoring - Villa Park Community Center	1	each		
9	Annual Fire Alarm Monitoring - Water & Power Office Building	1	each		
10	Annual Fire Alarm Monitoring - Fire Station 31	1	each		
11	Annual Fire Alarm Monitoring - Fire Station 34	1	each		
12	Annual Fire Alarm Monitoring - Fire Station 36	1	each		
13	Annual Fire Alarm Monitoring - Hale Building	1	each		
14	Annual Fire Alarm Monitoring - Hastings Library	1	each		
15	Annual Fire Alarm Monitoring - Jackie Robinson Park	1	each		
16	Annual Fire Alarm Monitoring - La Casita Del Arroyo	1	each		
17	Annual Fire Alarm Monitoring-La Pintoresca Library	1	each		



Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
18	Annual Fire Alarm Monitoring - La Pintoresca Teen Center	1	each		
19	Annual Fire Alarm Monitoring - Police Department Shooting Range	1	each		
20	Annual Fire Alarm Monitoring - Public Works Building	1	each		
21	Annual Fire Alarm Monitoring - Central Park	1	each		
22	Annual Fire Alarm Monitoring - Jefferson Park	1	each		
23	Annual Intrusion Alarm Monitoring - City Hall North Panel	1	each		
24	Annual Intrusion Alarm Monitoring - City Hall South Panel	1	each		
25	Annual Intrusion Alarm Monitoring - Central Library	1	each		
26	Annual Intrusion Alarm Monitoring - Central Park	1	each		
27	Annual Intrusion Alarm Monitoring - Civil Defense Center	1	each		
28	Annual Intrusion Alarm Monitoring - Pasadena Public Health Department	1	each		
29	Annual Intrusion Alarm Monitoring - Housing Department	1	each		
30	Annual Intrusion Alarm Monitoring - Jackie Robinson Center	1	each		
31	Annual Intrusion Alarm Monitoring - Jefferson School	1	each		
32	Annual Intrusion Alarm Monitoring - Robinson Park Center	1	each		
33	Annual Intrusion Alarm Monitoring -La Casita Del Arroyo	1	each		
34	Annual Intrusion Alarm Monitoring - La Pintoresca library	1	each		



Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
35	Annual Intrusion Alarm Monitoring - La Pintoresca Teel Center	1	each		
36	Annual Intrusion Alarm Monitoring - Police Department shooting Range	1	each		
37	Annual Intrusion Alarm Monitoring - Public Works Building	1	each		
38	Annual Intrusion Alarm Monitoring - Senior Center	1	each		
39	Annual Intrusion Alarm Monitoring - Victory Park Center	1	each		
40	Annual Intrusion Alarm Monitoring - Villa Park Center	1	each		
41	Annual Intrusion Alarm Monitoring - Central Park	1	each		
42	Annual Fire Alarm Testing and Inspection - City Hall	1	each		
43	Annual Fire Alarm Testing and Inspection - Central Park	1	each		
44	Annual Fire Alarm Testing and Inspection - Central Library	1	each		
45	Annual Fire Alarm Testing and Inspection - Fire Station 31	1	each		
46	Annual Fire Alarm Testing and Inspection - Fire Station 34	1	each		
47	Annual Fire Alarm Testing and Inspection - Fire Station 36	1	each		
48	Annual Fire Alarm Testing and Inspection - Hale Building	1	each		
49	Annual Fire Alarm Testing and Inspection - Hastings Library	1	each		
50	Annual Fire Alarm Testing and Inspection - Jackie Robinson Center	1	each		
51	Annual Fire Alarm Testing and Inspection - Jefferson School	1	each		



Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
52	Annual Fire Alarm Testing and Inspection - La Casita Del Arroyo	1	each		
53	Annual Fire Alarm Testing and Inspection - La Pintoresca Library	1	each		
54	Annual Fire Alarm Testing and Inspection - La Pintoresca Teen Center	1	each		
55	Annual Fire Alarm Testing and Inspection - Police Department Shooting Range	1	each		
56	Annual Fire Alarm Testing and Inspection - Public Works Building	1	each		
57	Annual Fire Alarm Testing and Inspection - Robinson Park	1	each		
58	Annual Fire Alarm Testing and Inspection - Senior Center	1	each		
59	Annual Fire Alarm Testing and Inspection - Urgent Care (Del Mar)	1	each		
60	Annual Fire Alarm Testing and Inspection - Victory Park Concession Stand	1	each		
61	Annual Fire Alarm Testing and Inspection - Water & Power Office Building	1	each		
62	Annual Fire Sprinkler Testing and Inspection - City Hall	1	each		
63	Annual Fire Sprinkler Testing and Inspection - Central Library	1	each		
64	Annual Fire Sprinkler Testing and Inspection - Pasadena Public Health Department	1	each		
65	Annual Fire Sprinkler Testing and Inspection - Fire Station 31	1	each		
66	Annual Fire Sprinkler Testing and Inspection - Fire Station 34	1	each		
67	Annual Fire Sprinkler Testing and Inspection - Fire Station 36	1	each		



Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
68	Annual Fire Sprinkler Testing and Inspection - Hale Building	1	each		
69	Annual Fire Sprinkler Testing and Inspection - Hastings Library	1	each		
70	Annual Fire Sprinkler Testing and Inspection - Water & Power Office Building	1	each		
71	Annual Fire Sprinkler Testing and Inspection - La Casita Del Arroyo	1	each		
72	Annual Fire Sprinkler Testing and Inspection - Jefferson Elementary School	1	each		
73	Annual Fire Sprinkler Testing and Inspection - La Pintoresca Teen Center	1	each		
74	Annual Fire Sprinkler Testing and Inspection - Police Department	1	each		
75	Annual Fire Sprinkler Testing and Inspection - Police Department Range	1	each		
76	Annual Fire Sprinkler Testing and Inspection - Public Works Building	1	each		
77	Annual Fire Sprinkler Testing and Inspection - Senior Center	1	each		
78	Annual Fire Sprinkler Testing and Inspection - Urgent Care (Del Mar)	1	each		
79	Annual Fire Sprinkler Testing and Inspection -Villa Park Center	1	each		
80	Annual Fire Sprinkler Testing and Inspection -Robinson Park Center	1	each		
81	Five Year Fire Sprinkler Testing and Inspection - City Hall	1	each		
82	Five Year Fire Sprinkler Testing and Inspection - Central Library	1	each		
83	Five Year Fire Sprinkler Testing and Inspection - Pasadena Public Health Department	1	each		



Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
84	Five Year Fire Sprinkler Testing and Inspection - Fire Station 31	1	each		
85	Five Year Fire Sprinkler Testing and Inspection - Fire Station 34	1	each		
86	Five Year Fire Sprinkler Testing and Inspection - Fire Station 36	1	each		
87	Five Year Fire Sprinkler Testing and Inspection - Hale Building	1	each		
88	Five Year Fire Sprinkler Testing and Inspection - Hasting Library	1	each		
89	Five Year Fire Sprinkler Testing and Inspection - La Casita Del Arroyo	1	each		
90	Five Year Fire Sprinkler Testing and Inspection - La Pintoresca Teen Center	1	each		
91	Five Year Fire Sprinkler Testing and Inspection - Police Department	1	each		
92	Five Year Fire Sprinkler Testing and Inspection - Police Department Shooting Range	1	each		
93	Five Year Fire Sprinkler Testing and Inspection - Public Works Building	1	each		
94	Five Year Fire Sprinkler Testing and Inspection - Senior Center	1	each		
95	Five Year Fire Sprinkler Testing and Inspection - Urgent Care (Del Mar)	1	each		
96	Five Year Fire Sprinkler Testing and Inspection - Villa Park Community Center	1	each		
97	Five Year Fire Sprinkler Testing and Inspection - Water & Power Office Building	1	each		
98	Five Year Fire Sprinkler Testing and Inspection - Robinson Park Center	1	each		
99	Five Year Fire Sprinkler Testing and Inspection - Jefferson elementary school	1	each		



Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
100	Monthly Fire Sprinkler Pump Test - Police Department (Electric Pump)	12	each		
101	Weekly Fire Sprinkler Generator Pump Test - City Hall (Diesel)	52	each		
102	Labor Rates - Regular Business Hours (6:30am to 4:00pm)	300	hours		
103	Labor Rates - Outside of Regular Hours	100	hours		
104	Labor Rates - Emergency Response Labor Rate	100	hours		
<b>TOTAL</b>					



## 9. Insurance Requirements

### *1. Insurance Requirements*

Please see insurance requirement attachment for "IT & Professional Services (Cyber and E&O)".



## 10. 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:



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## **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.



## 11. Submittals/Checklist

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 bid unacceptable. Please review this Bidder's Checklist section. Ensure that all forms required at the time of bid are included with your bid proposal in and through this portal.

### **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](#)

#### **1. Acknowledgements**

##### **a) Acknowledgement\***

By submitting this bid the Bidder 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 Fire and Security Alarm Services due on Tuesday, April 2, 2024 are true and correct to the best of my knowledge at the time of the proposal's submission.

By confirming, the bidder acknowledges the following:

- We have reviewed and agreed to all of the documents contained in this solicitation and understands that the City will not be responsible for any errors or omissions on the part of the vendor in making up this bid or proposal.
- The representations herein are made under penalty of perjury.
- We hereby offer to sell the City of Pasadena the materials, products, and/or services at the prices shown and under the terms and conditions included hereon or attached or referenced.

Please confirm

\*Response required



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**b) Confirmation, if You are the Recommended Company\***

Subsequent to the closing of this solicitation, but prior to contract award, the recommended 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.

Please confirm that you will provide the following per these instructions.

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

Please confirm

\*Response required

**2. *Forms***

**c) AA1; AA2; AA3; Signature & Legal Status; and Declaration of Non-Collusion\***

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

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

\*Response required

**d) Subcontractor Listing/Shoring Design**

Please download the below documents, complete, and upload.

- Subcontractor Listing.pdf

**e) Relevant Experience Form \***

Please download the below documents, complete, and upload.

- RELEVANT EXPERIENCE FORM (1...

\*Response required

**3. *Qualifications***

**3.1. Bid Security Verification\***



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Please enter your Bid Bond information from Surety2000 below.

Electronic Bid bond is required. Bidders must submit all required information for the city to verify the bond with their bid. The bond must meet the following requirements and characteristics: A bid security in the amount of five percent (5%) of the total bid price in the form of a redeemable or callable electronic surety bond, meeting City requirements, must accompany all bids.

Please enter your **Bond ID** and your **Vendor ID** from [Surety2000](#) for this Solicitation (Project ID: 2024-IFB-LM-0164).

**Bid Bond Instruction:**

Here is what you should provide your bonding agent when trying to setup a bid bond for the City of Pasadena: The Project ID of the solicitation on which you are bidding. Your Contractor Vendor ID which is your Federal Tax ID or it's equivalent. Both fields are required for validation. If you are having trouble finding these ID's, please contact Surety2000 at 1-800-660-3263 or email [help@surety2000.com](mailto:help@surety2000.com)

\*Response required

**f) Copy of Required License(s) or Certification(s)\***

Please upload a copy of your: Valid C-10 and Alarm Company Operator licenses issued by the California State Contractor License Board.

\*Response required

**g) California Department of Industrial Relations Registration\***

Solely for the purpose of verification. Please enter your Public Works Contractor Registration Number. This will be verified against the state database for the Department of Industrial Relations Registration.

\*Response required

**h) DIR Registrations\***

Please upload a copy of all required DIR registrations.

\*Response required



## 12. Submittal Instructions

### *1. Training Resources for Vendors:*

#### Videos:

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

#### [All Video Guides: OpenGov Procurement Vendor Training](#)

- A. [New Supplier Account](#)
- B. [Subscribing](#)
- C. [Updating Profile](#)
- D. [Network](#)
- E. [Following](#)
- F. [Bid Submission](#)
- G. [Q and A](#)
- H. [Addenda](#)
- I. [Notifications](#)
- J. [Support](#)

#### Screen Shots:

- A. [Submit a Bid or Proposal](#)
- B. [How to Submit a Question](#)
- C. [Surety 2000](#)
- D. [How to Edit or Withdraw your Proposal after it's been Submitted](#)
- E. [Updating Your Company Designation on a Solicitation](#)
- F. [Viewing Bid Results](#)
- G. [Vendor Selection of Category Codes](#)

### *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 3:00 pm, Tuesday, April 2, 2024. Please upload all required documents as instructed in the section named [Submittals/Checklist](#) sufficiently early electronically through the city's eProcurement Portal before the time and day listed in this solicitation. Responses must be received in the system prior to the deadline.



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

### *3. Withdrawal of Proposal*

Any Bidder or Proposer may withdraw their response via the City's [eProcurement Portal](#) prior to 3:00 pm on Tuesday, April 2, 2024.

### *4. City Changes to the Solicitation Documents*

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

**Addenda shall be acknowledged via the City's** [eProcurement Portal](#) for the project named "Fire and Security Alarm Services." Project ID: 2024-IFB-LM-0164. 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 Monday, March 25, 2024, prior to 3:00 pm.

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

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

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

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

#### **Electronic Submission of Bids**

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



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

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

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

#### **Steps to Submit Your Electronic Proposal:**

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

<https://procurement.opengov.com/portal/pasadena/projects/57931>

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** 3:00 pm on Tuesday, April 2, 2024.

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

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

#### **Do Not upload a Zip File: Unzip Your Files**

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

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

#### **7. *Vendor Registration Instructions & Customer Service information:***



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

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

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





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