1. Notice Inviting Bids

For

TREES FOR PLANTING

Notice is hereby given that the City of Pasadena is calling for sealed bids for the Public Works Department and will receive sealed bids prior to 3:00 pm, Monday, November 23, 2026 and will electronically unseal and make them available online (https://procurement.opengov.com/portal/pasadena) for this solicitation named "TREES FOR PLANTING" Project ID: 2026-IFB-MS-0577.

1.1. Summary

The City of Pasadena Public Works Street Maintenance Division (City) seeks to purchase up to 600 trees for the City's designated planting season; from October through May. The Contractor is expected to provide to the City 24-inch box container trees and deliver to the City's staging yard at 201 West Mountain Street, Pasadena, California or other designated areas of the City.

1.2. Delivery Instructions

Bids will be received via the City's eProcurement Portal (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 Bidder's Submittals/Checklist. Bids will be received prior to the time and date in this Notice Inviting Bids 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/319603

Addenda shall be acknowledged via the City's eProcurement Portal (https://procurement.opengov.com/portal/pasadena/projects/319603). 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.

1.3. 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.

1.4. Deadline for Questions

The deadline to submit questions related to this solicitation is Friday, November 13, 2026, prior to 3:00 pm.

Questions regarding this solicitation should be submitted directly through the City's eProcurement Portal (https://procurement.opengov.com/portal/pasadena) 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.

1.5. Release Date

Release Dated: Tuesday, November 3, 2026

Matthew E. Hawkesworth
Interim City Manager

 Post Information

Posted At:	Tue, Nov 3, 2026 9:11 AM
Sealed Bid Process:	Yes (Bids Sealed / Pricing Sealed)
Private Bid:	No

2. Instructions to Bidders

2.1. Summary

Notice is hereby given that the City of Pasadena is calling for sealed bids for the Public Works Department and will receive sealed bids prior to but not later than 3:00 pm, Monday, November 23, 2026 and will electronically unseal and make them available online (https://procurement.opengov.com/portal/pasadena) for this solicitation named ***"TREES FOR PLANTING"*** *Project ID: 2026-IFB-MS-0577.*

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 Monday, November 23, 2026 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/319603

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.

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.

The City of Pasadena Public Works Street Maintenance Division (City) seeks to purchase up to 600 trees for the City's designated planting season; from October through May. The Contractor is expected to provide to the City 24-inch box container trees and deliver to the City's staging yard at 201 West Mountain Street, Pasadena, California or other designated areas of the City.

2.2. Background

The City of Pasadena is an ethnically diverse community that is home to approximately 130,292 people making it the 183rd-largest city in the United States. Pasadena is the ninth-largest city in Los Angeles County. It is one of the primary cultural centers of the San Gabriel Valley. The City covers approximately 22.96 square miles, with an average of ten residents per acre. The median age of its residents is approximately 40.1 years.

2.3. Contact Information

Deadline for Questions

The deadline to submit questions related to this solicitation is Friday, November 13, 2026, 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.

Vendor Registration Instructions & Customer Service information:

Click here to register on the City's eProcurement Portal.

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

Additional instructions are included in this solicitation (See section named "Instructions for Registering onto the City's eProcurement Portal.

Customer Service

For assistance with e-bidding or uploading documents: Contact Open Gov via the blue chat bubble

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

Rebecca Gonzalez
Management Analyst III
Email: regonzalez@cityofpasadena.net
Phone: (626) 744-6127

Department:
Public Works Department

2.4. 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* ***onMonday, November 23, 2026.***

Release Project Date:
November 3, 2026

Question Submission Deadline:
November 13, 2026, 3:00pm

Bid Submission Deadline:
November 23, 2026, 3:00pm

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.

4.1. 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.

4.2. 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.

4.3. Declaration of Non-Collusion by Contractor

This form is only applied for formal solicitations $75,000 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 section named "Submittals/Checklist."

4.4. SAMPLE CONTRACT

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

4.5. 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.

4.6. 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.

4.7. 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 (Pasadena Municipal Code Section 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/

4.8. 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.

4.9. 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.

4.10. Pasadena Business

Local Business is defined in the Pasadena Municipal Code section:

> *4.08.020, O: "Local business" means a business with a fixed place of business located in the city.*

To receive any preferences offered to a Pasadena business in this solicitation, a Pasadena business must be located within the City Boundary by the release date of this solicitation.

4.11. 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.

4.12. PAYMENT OF A CITY-WIDE MINIMUM WAGE

If a vendor is providing labor for any subsequent contract resulting from this solicitation, they must comply with the City of Pasadena Minimum Wage as set forth in Chapter 5.02 of the Pasadena Municipal Code. Vendors are encouraged to review the City's minimum wage information guide at (https://bit.ly/3o3SHMh). The minimum wage ordinance may be found at Pasadena Municipal Code.

4.13. 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.

4.14. 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.

4.15. Taxes

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

4.16. 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.

4.17. 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

4.18. 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.

4.19. Recycled Product Procurement Mandates Pertaining to Local Governments [Public Contract Code Sections 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, Public Contract Code 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.

4.20. 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.

4.21. 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 TREES FOR PLANTING 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.

4.22. Accessibility Compliance Requirements

1. **General Compliance**

In accordance with Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and all other applicable federal, state, and local disability rights laws, including the California Building Code (CBC) and California Code of Regulations Title 24, the City of Pasadena requires that all services, programs, activities, and facilities provided or utilized under this contract be fully accessible to individuals with disabilities.

The selected Contractor agrees to ensure that all work performed, and all services, programs, or activities provided under this contract comply with the requirements of Title II of the ADA and related laws. This includes, but is not limited to design, construction, communication, technology, and program delivery compliance with:

- The ADA and its implementing regulations (28 CFR Part 35 and Part 36);
- The 2010 ADA Standards for Accessible Design;
- The U.S. Access Board’s Public Rights-of-Way Accessibility Guidelines (PROWAG), as amended;
- Section 504 of the Rehabilitation Act of 1973;
- California Government Code § 4450 et seq.;
- California Code of Regulations (CCR), Title 24, including Chapter 11B of the California Building; Code governing accessibility to public accommodations and commercial facilities;
- Any other relevant federal, state, or local regulations concerning accessibility and nondiscrimination.

These requirements apply to all aspects of the Contractor’s work, including but not limited to project or program design, facility access, pedestrian pathways, public right-of-way improvements, communications, and digital content or services.

2. **Applicability of Accessibility Requirements**

Accessibility compliance requirements apply when scope of work includes:

- Digital deliverables (i.e. websites, web applications, mobile applications, electronic documents, multimedia content)
- Physical infrastructure (i.e public facilities, pedestrian pathways, rights-of-way, shared use paths)
- Communication and program delivery (i.e. public meetings, outreach materials, surveys, customer service and payment platforms)
- Technology procurement or development (software, hardware, ICT systems)

If any portion of the work involves these elements, the Contractor must ensure full compliance with applicable accessibility standards.

3. **Digital and Electronic Content**

For all digital deliverables (including websites, documents, and applications), the Contractor shall ensure conformance with, at minimum:

- Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, as amended[GS1] ; and
- Section 508 of the Rehabilitation Ace (29 U.S.C. § 794d), where applicable.

All digital materials must undergo both automated and manual accessibility testing, including usability reviews by individuals representing a wide range of functional disability types (e.g., visual, auditory, cognitive, motor), and, if required, remediated prior to final acceptance. Testing must include compatibility with commonly used assistive technologies (e.g., JAWS, NVDA, VoiceOver, ZoomText, Dragon NaturallySpeaking). The Contractor must provide documentation such as Voluntary Product Accessibility Template (VPAT) or equivalent Accessibility Conformance Report (ACR), detailing compliance and describing the testing methodology.

4. **Public Rights-of-Way Accessibility (PROWAG)**

Any design, construction, or alteration involving pedestrian facilities, sidewalks, curb ramps, crosswalks, or public rights-of-way must conform to the latest applicable version of the U.S. Access Board’s Public Rights-of-Way Accessibility Guidelines (PROWAG), as adopted by the U.S. Department of Justice, Department of Transportation, or other relevant authority.

5. **Corrective Action and Liability**

The Contractor shall be held responsible for correcting any noncompliant work or deliverables identified by the City of Pasadena or any enforcement agency, at no additional cost. The City of Pasadena reserves the right to withhold payment, suspend work, or terminate the contract for failure to meet accessibility requirements.

The Contractor shall indemnify and hold harmless the City of Pasadena, its officers, agents, and employees from any claims, damages, or liabilities arising from noncompliance with applicable accessibility laws or guidelines.

6. **Certification of Compliance**

By submitting a proposal, the Contractor certifies that it has reviewed and will comply fully with all applicable federal, state, and local accessibility laws, including the ADA, CBC, Title 24, and PROWAG, and will ensure that all subcontractors do the same.

4.23. Disclosure of Contracts with the U.S. Department of Homeland Security (DHS)

Purpose
The information request will have no bearing on the evaluation of your response during the Evaluation stage. The information will be used by the City for administrative review and to support a one-year evaluation period of contracting and data-sharing practices. The City is requesting information to be included with your submittal. The form is to be uploaded in the Submittal/Checklist section. Submission of this form is encouraged to assist the City in understanding vendor relationships and informing future policy considerations. The City intends to maintain an open and collaborative dialogue with contractors and the community regarding data practices and transparency.

Disclosures:
Respondents are invited to disclose any current contracts, subcontracts, or agreements with DHS, including any related data-sharing arrangements. If provided, respondents may include:

- DHS agency or sub-agency (if applicable)
- General description of services
- Whether data-sharing with third parties is involved

If no such relationships exist, respondents may indicate “No.”

Questions related to the disclosure shall be asked and answered through the solicitation Question and Answer process. The completed disclosure form will be reviewed by and shared with the City Manager’s office. Please upload this form as part of the submittal checklist and email a copy to CMOContractsAssessement@cityofpasadena.net.

6. Insurance Requirements

6.1. Insurance Requirements

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

7. Public Contract Claims Procedure

PUBLIC CONTRACT CODE SECTION 9204 PUBLIC WORKS CLAIMS PROCEDURE

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

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

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

1. “A time extension…for relief from damages or penalties for delay assessed by a public entity….”

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

3. “Payment of an amount that is disputed by the public entity.”

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

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

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

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

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

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

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

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

SECTION 1.

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

9204.

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

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

(c) For purposes of this section:

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

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

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

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

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

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

(B) “Public entity” shall not include the following:

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

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

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

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

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

The Department of General Services as to all other projects.

The High-Speed Rail Authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SEC. 2.

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

SEC. 3.

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

8. Federal Emergency Management Agency

8.1. Federal Emergency Management Agency (FEMA)

The work described in this solicitation may be funded, in whole or in part, by the Federal Emergency Management Agency (FEMA).
All bidders are advised that this project is subject to the applicable terms, conditions, and requirements associated with FEMA-funded projects. These terms and conditions are included as an attachment to this solicitation and are hereby incorporated by reference. By submitting a bid, the bidder agrees to comply with all such FEMA-related requirements.

10. Bidder's Proposal

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

In response to the Notice Inviting Bids for ***TREES FOR PLANTING*** *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 in the #Bidder's Submittals/Checklist must be completed and uploaded electronically into City's ePROCUREMENT PORTAL. prior to the set bid date and time in the #Notice Inviting Bids. The City reserves the right to reject or deem nonresponsive unbalanced price proposals that are either in excess of or below the reasonable cost normally associated with the work.

Price list

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Botanical Name: Cedrus deodara; Common Name: Deodar Cedar; 24-inch box [*] [*]	10	EACH		
2	Botanical Name: Eriobotrya deflexa; Common Name: Bronze Loquat; 24-inch box [*] [*]	10	EACH		
3	Botanical Name: Liquidambar styraciflua 'Rotundiloba'; Common Name: American Sweet Gum (Fruitless); 24-inch box [*] [*]	10	EACH		
4	Botanical Name: Quercus agrifolia; Common Name: Coast Live Oak; 24-inch box [*] [*]	10	EACH		
5	Botanical Name: Quercus virginiana; Common Name: Southern Live Oak; 24-inch box [*] [*]	10	EACH		
6	Botanical Name: Quercus suber; Common Name: Cork; 24-inch box [*] [*]	10	EACH		
7	Botanical Name: Tristania laurina; Common Name: Brisbane Box; 24-inch box [*] [*]	10	EACH		
8	Botanical Name: Quercus ilex; Common Name: Holly Oak; 24-inch box [*] [*]	10	EACH		

Columns

9	Botanical Name: Brachychiton populeneus; Common Name: Bottle Tree; 24-inch box [*] [*]	10	EACH
10	Botanical Name: Callistemon viminalis; Common Name: Weeping Bottlebrush; 24-inch box [*] [*]	10	EACH
11	Botanical Name: Cercis occidentalis; Common Name: Western Redbud; 24-inch box [*] [*]	10	EACH
12	Botanical Name: Chitalpa tashkentensis 'Pink Dawn'; Common Name: Chitalpa; 24-inch box [*] [*]	10	EACH
13	Botanical Name: Cinnamomun camphora; Common Name: Camphor; 24-inch box [*] [*]	10	EACH
14	Botanical Name: Jacaranda mimosifolia; Common Name: Jacaranda; 24-inch box [*] [*]	10	EACH
15	Botanical Name: Koelreuteria bipinnata; Common Name: Chinese Flame; 24-inch box [*] [*]	10	EACH
16	Botanical Name: Lagerstroemia indica ‘Muskogee’; Common Name: Crape Myrtle Muskogee; 24-inch box [*] [*]	10	EACH
17	Botanical Name: Magnolia grandiflora; Common Name: Southern Magnolia; 24-inch box [*] [*]	10	EACH
18	Botanical Name: Pistacia chinensis; Common Name: Chinese Pistache; 24-inch box [*] [*]	10	EACH
19	Botanical Name: Platanus X Acerifolia 'Bloodgood'; Common Name: London Plane; 24-inch box [*] [*]	10	EACH
20	Botanical Name: Podocarpus gracilior; Common Name: Fern Pine; 24-inch box [*] [*]	10	EACH

21	Botanical Name: Pyrus calleryana 'Aristocrat'; Common Name: Flowering Pear; 24-inch box [*] [*]	10	EACH
22	Botanical Name: Tabebuia avellandodae; Common Name: Pink Trumpet Tree; 24-inch box [*] [*]	10	EACH
23	Botanical Name: Ulmus parvifolia; Common Name: Chinese Elm; 24-inch box [*] [*]	10	EACH
24	Botanical Name: Zelkova serrata 'Village Green'; Common Name: Sawtooth Zelkova; 24-inch box [*] [*]	10	EACH
25	Botanical Name: Podocarpus macrophyllus; Common Name: Yew Pine; 24-inch box [*] [*]	10	EACH
26	Botanical Name: Arbutus marina; Common Name: Strawberry Tree; 24-inch box [*] [*]	10	EACH
27	Botanical Name: Phoenix canariensis; Common Name: the Canary Island date palm; 24-inch box [*] [*]	10	EACH
28	Delivery Fee	20	EACH
	Sales Tax (@ 11%)		
	Total		

[*] *Denotes item is taxable*

12. Attachments

- A - Multi-Year-Purchase-Order-Cover-Page-with-TCs
- B - REQUIRED FORMS - AAs - SIG-LEGAL-STATUS - DECLARATION OF NONCOLUSION 08022024 v2