



COMPETITIVE BID

FURNISH AND DELIVER
COHESITY C5035 AND C6045 MAINTENANCE AND
SUPPORT RENEWAL
FOR THE
WATER & POWER DEPARTMENT
CITY OF PASADENA, CALIFORNIA

Attachments:

A - REQUIRED FORMS - AAs - SIG-LEGAL-STATUS - DECLARATION OF NONCOLUSION 08022024 v2

B - Multi-Year-Purchase-Order-Cover-Page-with-TCs

I - DoIT_Technical_Questionnaire (2)



1. Notice Inviting Bids

For

Cohesity C5035 and C6045 Maintenance and Support Renewal

Notice is hereby given that the City of Pasadena is calling for sealed bids for the Water & Power Department and will receive sealed bids prior to 2:00 pm, Friday, June 19, 2026 and will electronically unseal and make them available online

(<https://procurement.opengov.com/portal/pasadena>) for this solicitation named "Cohesity C5035 and C6045 Maintenance and Support Renewal" Project ID: 2026-IFB-MS-0345.

1. *Summary*

Pasadena Water & Power (PWP) is seeking to renew the maintenance and support of the current Cohesity C5035 and C6045 appliances used for server backup and surveillance recordings. This renewal will be effective from renewal until June 9, 2029.

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/271051>

Addenda shall be acknowledged via the City's eProcurement Portal (<https://procurement.opengov.com/portal/pasadena/projects/271051>). 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. *Deadline for Questions*



The deadline to submit questions related to this solicitation is Tuesday, June 16, 2026, prior to 2:00 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.

5. Release Date

Release Dated: Friday, June 5, 2026

Matthew E. Hawkesworth
Interim City Manager



2. Instructions to Bidders

1. *Summary*

Notice is hereby given that the City of Pasadena is calling for sealed bids for the Water & Power Department and will receive sealed bids prior to but not later than 2:00 pm, Friday, June 19, 2026 and will electronically unseal and make them available online (<https://procurement.opengov.com/portal/pasadena>) for this solicitation named "**Cohesity C5035 and C6045 Maintenance and Support Renewal**" Project ID: 2026-IFB-MS-0345.

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 2:00 pm on Friday, June 19, 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/271051>

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.

Pasadena Water & Power (PWP) is seeking to renew the maintenance and support of the current Cohesity C5035 and C6045 appliances used for server backup and surveillance recordings. This renewal will be effective from renewal until June 9, 2029.

2. *Contact Information*

Deadline for Questions

The deadline to submit questions related to this solicitation is Tuesday, June 16, 2026, prior to 2:00 pm.

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

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

Jirair Kaprelian

Management Analyst IV

Email: jkaprelian@cityofpasadena.net

Phone: [\(626\) 744-4005](tel:(626)744-4005) Ext: 4734

Department:

Water & Power Department

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 2:00 pm on Friday, June 19, 2026.**

Release Project Date	June 5, 2026
Question Submission Deadline	June 16, 2026, 2:00pm
Bid Submission Deadline	June 19, 2026, 2:00pm



3. General Instructions

1. *Pre Submittal Meeting*

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

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

2. *Vendor Must Make Thorough Investigation*

It is the bidders/proposers responsibility to examine the location of the proposed work, to fully acquaint themselves with the Specifications or Scope and the nature of the work to be done. The vendor 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.

3. *Acceptance of Conditions*

By submitting a response, each vendor expressly agrees to and accepts the following conditions:

1. All parts of the Instructions to bidders/proposers and the Specifications or Scope will become part of the Contract between the selected vendor and the City;
2. The City may require whatever evidence is deemed necessary relative to the bidders/proposers financial stability and ability to complete this project;
3. The City reserves the right to request further information from the bidders/proposers, either in writing or orally, to establish any stated qualifications;
4. The City reserves the right to solely judge the bidder's/proposer's representations, and to solely determine whether the bidder is qualified to undertake the project pursuant to the criteria set forth herein. The bidder/proposer, by submitting a bid, expressly acknowledges and agrees that the judgment of the City as to whether or not the bidder/proposer is qualified to perform the project, shall be final, binding and conclusive;
5. 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;
6. 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/proposer in the preparation and submission of a bid.

4. *Bid Shall Remain Open*



Bidder agrees that their bid shall remain open and shall not be withdrawn for a period of not less than one hundred and eighty (180) calendar days from the date of opening bids, or until rejected by the City, whichever occurs first.

5. *Truth and Accuracy of Representation*

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

6. *City Changes to the Solicitation Documents*

The City reserves the right to change any part of these Instructions to Vendors and Specifications any time prior to the submittal deadline. Any changes shall be in the form of addenda and will become a part of the solicitation documents and of the contract. Addenda shall be made available to each vendor. A bidder's/proposer'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 solicitation, the addenda will give the new submission date.

Addenda shall be acknowledged via the City's [eProcurement Portal](#).

7. *Notice Regarding Disclosure of Contents of Document*

All responses 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.

8. *Errors and Omissions*

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

9. *Patent Fee; Patent, Copyright, Trade Secret, and Trademark Fees*

Each bidder 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.

10. *Taxes*

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



11. 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.

12. 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.

13. 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, effective January 1, 2017, specifies new procedural requirements for claims submitted by a contractor on any public works project.

14. Equivalents to Specifications

The material, equipment or service offered by the bidder will meet all requirements of the specifications in this Notice Inviting Bids. Questions requesting approval of equals must be submitted before the deadline for questions to the City contacts listed in the Bid Invitation. Bidder must provide all information (no pricing) in order for the City to determine if the product offered is an equal to the manufacturer specified and/or meets the technical specifications. This includes details for each item to which a proposed equal will be taken, proposed make and model specifications, and any other information on the material specified herein regarding approved equals requested. Bidder must state brand name and/or manufacturer of each item proposed and include detailed specifications. All guarantees and/or warranties must also be stated. Parts and materials must be latest model or current date and meet specifications or be equal to the specifications.

During the question and answer period for this solicitation (Cohesity C5035 and C6045 Maintenance and Support Renewal; 2026-IFB-MS-0345), the City reserves the right to determine whether equivalents meet the bid specifications of the City, and are equal to the manufacturer specified or the stated technical specifications. The decision of the City regarding equality shall be final.

15. Protest Procedure



This procedure specifies the process to be utilized by the City of Pasadena in resolving protests regarding this solicitation. In order for a protest to be considered by the City of Pasadena, it must be submitted in accordance with the procedures outlined in the FORMAL SOLICITATION PROTEST PROCEDURE found at the following link: (<https://ww5.cityofpasadena.net/finance/doing-business-with-the-city/>). A protest submitted that is not in accordance with this procedure, may be returned to the submitting party without any further action by the City of Pasadena.



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 \$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. *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.

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 (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/>

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. 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.



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. 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](#).

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.

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.

15. Taxes

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



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.

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>

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.

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.

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 Cohesity C5035 and C6045 Maintenance and Support Renewal 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.

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 Act (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.

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 CMOContractsAssesment@cityofpasadena.net.



5. 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 or less equipment and/or materials as necessary at the City's sole discretion. Payment will be made only 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. *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 responsive and responsible, 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;

4. *PRICE ADJUSTMENTS*



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

5. *Substitutions and Equivalents*

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.

Equivalents to Specifications

The material, equipment or service offered by the bidder will meet all requirements of the specifications in this Notice Inviting Bids. Questions requesting approval of equals must be submitted before the deadline for questions to the City contacts listed in the Bid Invitation. Bidder must provide all information (no pricing) with their bid in order for the City to determine if the product offered is an equal to the manufacturer specified and/or meets the technical specifications. This includes details for each item to which a proposed equal will be taken, proposed make and model specifications, and any other information on the material specified herein regarding approved equals requested. Bidder must state brand name and/or manufacturer of each item proposed and include detailed specifications. All guarantees and/or warranties must also be stated. Parts and materials must be latest model or current date and meet specifications or be equal to the specifications.

During the question and answer period, the City reserves the right to determine whether equivalents meet the bid specifications of the City, and are equal to the manufacturer specified or the stated technical specifications. The decision of the City regarding equality shall be final.

Equals can be submitted for approval during the Question and Answer period through this eProcurement Portal: <https://procurement.opengov.com/portal/pasadena/projects/271051>.

6. *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.

7. *WARRANTY*



Contractor shall provide factory warranties on all materials furnished against defects in materials and/or workmanship. The factory warranty shall become effective on the date of delivery and acceptance by the City. Should any defect in materials or workmanship appear during the warranty period, the Contractor shall repair or replace the same at no cost to the City.

8. DEFECTIVE MATERIALS:

Any materials not conforming to requirements of this Specification shall be considered defective. All such materials, whether in place or not, shall be immediately removed from the site of the work. Any defective materials installed shall be removed and replaced by the City and all costs of removal and replacement shall be deducted from any amounts due or to become due to the Contractor. No rejected materials, the defects of which have been subsequently corrected, shall be used.

9. RECEIVING AND INSPECTION:

Deficient parts will be rejected and the Contractor will be required to make the necessary adjustments or replacements. It shall be the Contractor's responsibility to pick up any rejected parts, make the necessary corrections, and deliver materials at no additional cost to the City.

10. Protest Procedure

This procedure specifies the process to be utilized by the City of Pasadena in resolving protests regarding this solicitation. In order for a protest to be considered by the City of Pasadena, it must be submitted in accordance with the procedures outlined in the FORMAL SOLICITATION PROTEST PROCEDURE found at the following link: (<https://ww5.cityofpasadena.net/finance/doing-business-with-the-city/>). A protest submitted that is not in accordance with this procedure, may be returned to the submitting party without any further action by the City of Pasadena.

11. 4.08.130 Lowest and best bidder

4.08.130 Lowest and best bidder.

In determining the lowest and best bidder, the following shall be considered, in addition to price:

- A. The quality of the material offered;
- B. The ability, capacity and skill of the bidder to perform the contract or provide the material or services;
- C. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- D. 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;
- E. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- F. The quality and timeliness of the bidder's performance on previous orders or contracts for the city;



- G. Litigation by the bidder on previous orders or contracts with the city;
 - H. The ability of the bidder to provide future maintenance and service where such maintenance and service is essential;
 - I. Certification by bidder of compliance with the Equal Employment Opportunity—Non-discrimination requirements.
 - J. Certification by bidder of compliance with the Pasadena living wage ordinance, where applicable.
- (Ord. 6899, § 2, 2002; Ord. 6763, § 2, 1998; Ord. 5068, § 3.08, 1972)

12. Payment of Subcontractors, Suppliers, and Workers

The Prime Contractor shall be solely responsible for the payment of all subcontractors, suppliers, laborers, and any other persons or entities employed in connection with the performance of this Contract.

The City shall have no obligation to pay, or to ensure the payment of, any subcontractors, suppliers, or workers directly. The Prime Contractor shall ensure timely and full payment in accordance with all applicable laws, including but not limited to California Public Contract Code §§ 10262 and 10262.5 and Labor Code § 218.7.

Failure to comply with this requirement may result in the withholding of payments, imposition of penalties, and/or other remedies available under the Contract and applicable law.

The Prime Contractor shall also include in all subcontracts a provision requiring subcontractors to pay their lower-tier subcontractors and suppliers in a timely manner consistent with this section.



6. Insurance Requirements

1. *Insurance Requirements*

<https://www.cityofpasadena.net/finance/wp-content/uploads/sites/27/Information-Technology.pdf?v=1660089163149>



7. Information Technology Requirements

1. Data Ownership

The City retains all rights, title and interest in data and information input, uploaded, transmitted, or otherwise provided by or on behalf of the City into the vendor provided solution (“Organizational Data”). All Organizational Data shall remain the sole and exclusive property of the City. Vendor has no rights to use Organizational Data for any purpose other than to deliver the services contracted, unless otherwise authorized in writing by the City. Upon termination of any agreement between the City and vendor, the Organizational Data will be provided to the City, including uploaded documents and attachments, in an industry standard format such as csv, json or xml, or other agreed upon format at that time.

2. Data Sovereignty

The vendor provided solution must keep all data and information within the United States, including when information is stored as part of a backup, unless otherwise authorized in writing by the City.

3. Data Security

The vendor provided solution must protect and secure all data and information input to the system, including documents and attachments. Information must be protected by AES 128-bit or greater encryption. Information must be encrypted in transit between the solution and the user’s web browser. The solution must encrypt all data stored at rest, including on disk, within databases and when information is maintained external to the solution, such as part of a backup or a data export, unless otherwise authorized in writing by the City.

4. Compelled Data Disclosure

In the event vendor receives a subpoena, court order, or other legal process requesting access to or disclosure of any Organizational Data, the vendor shall promptly notify the City in writing, unless legally prohibited from doing so, and shall cooperate with City in seeking a protective order or other appropriate remedy. Any disclosure of Organizational Data in response to legal process must be authorized in writing by the City, unless prohibited by law.

5. Data Storage

The vendor shall not permit the storage of City data and information on vendor mobile or removable devices (e.g. laptops, USB drives, removable drives, optical disks, etc.) except for limited purpose and duration, and only if authorized in writing by the City. Any such use also requires that vendor meets the data security requirements as noted above, ensuring that all storage on mobile or removable devices is appropriately encrypted and protected.

6. Data Deletion



Upon termination of this agreement, or upon written request by the City, the vendor shall permanently delete all City data and information from its systems, including backups and any other repositories under vendor's control, within thirty (30) days, unless retention is required by law or authorized in writing by the City. Deletion must include all documents, attachments, and any derivative data, and shall be performed in accordance with recognized industry standards for secure data erasure. Upon completion of data deletion, the vendor shall provide the City with written certification confirming the destruction of all relevant data.

7. Artificial Intelligence (AI) Usage Disclosure

The vendor shall fully disclose any use of Artificial Intelligence (AI), Machine Learning (ML), or automated decision-making technologies within the proposed solution. This includes, but is not limited to, the specific functions where AI is used, the nature of the AI model (e.g., predictive, generative, or rule-based), and whether the AI is proprietary, third-party, or open-source. The vendor shall also disclose whether any AI models are shared across multiple customers or tenants. The City reserves the right to approve or reject the use of AI components based on risk, transparency, and alignment with City policies.

8. Prohibition on Use of City Data for AI Training

The vendor shall not use any City data or information to train, fine-tune, or otherwise improve any AI or ML models, whether proprietary, third-party, or public, without the City's express written consent. This includes a prohibition on using City data for training public or shared models. If AI models are used, the vendor must ensure City data is excluded from any datasets used for model development or refinement unless explicitly authorized in writing by the City.

9. AI Feature Transparency and Choice

The vendor shall disclose whether the proposed solution includes Artificial Intelligence (AI), Machine Learning (ML), or automated decision-making technologies that are integral to its functionality. Where feasible, the vendor should provide mechanisms that allow the City to configure or limit the use of such features. The City recognizes that opting out of AI features may reduce functionality; however, vendors are expected to design solutions that support informed decision-making by clearly identifying which features rely on AI and whether such features are optional or required.

10. Technical Questionnaire Form

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



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

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

11. Data Security for Printers/Copiers/Scanners

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

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

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

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

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

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

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



8. 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.



9. Bid Specifications

1. *Scope*

Pasadena Water & Power (PWP) is seeking to renew the maintenance and support of the current Cohesity C5035 and C6045 appliances used for server backup and surveillance recordings. This renewal will be effective from renewal until June 9, 2029.



Line Item	Manufacturer Part #	Description	Quantity	Unit of Measure	Unit Cost	Total
1	SVC-DATAPROTECT	COHESITY DATAPROTECT SERVICE SUBSCRIPTION (1 TB). BACKUP AND RECOVERY ACROSS ON- PREM AND CLOUD WORKLOADS. SUBSCRIPTION PER BACKEND TB. HW Serial# SW1703698402286 Start Date: 12/27/2026 End Date: 6/9/2029	60	Each		
2	CS-P-C5036-10G-SFP-4	PREMIUM (24X7) SUPPORT FOR C5036-10G-SFP-4. SUBJECT TO THE SUPPORT MAINT T&C. HW Serial# EDA4323CTY007 Start Date: 12/27/2026 End Date: 6/9/2029	1	Each		
3	SUB-DATAPLAT-STD-TERM	COHESITY DATAPLATFORM STANDARD EDITION SUBSCRIPTION [1TB]. INTELLIGENT WEB- SCALE SW FOR CONSOLIDATING SECONDARY DATA. SUBSCRIPTION PER TB OF USABLE STORAGE CAPACITY. T&C. Hardware Serial# SW1702418554220 Start Date: 6/10/2026 End Date: 6/9/2029	250	Each		
4	CS-P-C6045-10G-SFP-1	PREMIUM [24X7] SUPPORT FOR C6045-10G-SFP-1. SUBJECT TO THE SUPPORT MAINT T&C. Start Date: 6/10/2026 End Date: 6/9/2029	1	Each		



5	CS-P-C6045-10G-SFP-1	PREMIUM [24X7] SUPPORT FOR C6045-10G-SFP-1. SUBJECT TO THE SUPPORT MAINT T&C. Hardware Serial# BBA0521CTY052, BBA1720CTY026, BBA1720CTY041, BBA1720CTY046, BBA1720CTY038 Start Date: 6/10/2026 End Date: 6/9/2029	5	Each		
TOTAL						

2. *Delivery*

Delivery shall be no more than thirty (30) days after receipt of City purchase order. Pricing must include delivery of all items. Delivery shall be made to 45 E. Glenarm St. Pasadena, CA 91105.



10. Bidder's Proposal

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

In response to the Notice Inviting Bids for **Cohesity C5035 and C6045 Maintenance and Support Renewal** 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](#).

SCOPE BREAKDOWN



Line Item	Manufacturer Part	Description	Quantity	Unit of Measure	Start Date	End Date	Unit Cost	Total
1	SVC-DATAPROTECT	COHESITY DATAPROTECT SERVICE SUBSCRIPTION (1 TB). BACKUP AND RECOVERY ACROSS ON-PREM AND CLOUD WORKLOADS. SUBSCRIPTION PER BACKEND TB. HW Serial# SW1703698402286	60	Each	12/27/2026	6/9/2029		
2	CS-P-C5036-10G-SFP-4	PREMIUM (24X7) SUPPORT FOR C5036-10G-SFP-4. SUBJECT TO THE SUPPORT MAINT HW Serial# EDA4323CTY007	1	Each	12/27/2026	6/9/2029		
3	SUB-DATAPLAT-STD-TERM	COHESITY DATAPLATFORM STANDARD EDITION SUBSCRIPTION [1TB]. INTELLIGENT WEB-SCALE SW FOR CONSOLIDATING SECONDARY DATA. SUBSCRIPTION PER TB OF USABLE STORAGE CAPACITY. Hardware Serial# SW1702418554220	250	Each	6/10/2026	6/9/2029		
4	CS-P-C6045-10G-SFP-1	PREMIUM [24X7] SUPPORT FOR C6045-10G-SFP-1. SUBJECT TO THE SUPPORT MAINT	1	Each	6/10/2026	6/9/2029		
5	CS-P-C6045-10G-SFP-1	PREMIUM [24X7] SUPPORT FOR C6045-10G-SFP-1. SUBJECT TO THE SUPPORT MAINT Hardware Serial# BBA0521CTY052, BBA1720CTY026, BBA1720CTY041, BBA1720CTY046, BBA1720CTY038	5	Each	6/10/2026	6/9/2029		
TOTAL								



11. Sample Contract

TERMS AND CONDITIONS OF PURCHASE ORDER CONTRACT

<https://www.cityofpasadena.net/wp-content/uploads/sites/27/Terms-Conditions-of-Purchase-Order.pdf>

Contract Duration

The initial term of the contract resulting from these Specifications shall be for three years from the date of execution by the City. No optional extension periods will be included with this contract.

Purchase Order Contract Form

The attachment titled "Purchase Order Contract Cover Page & Acceptance of Terms and Conditions" is provided for reference and establishes the standard contractual terms that will govern any purchase order issued as a result of this solicitation. By submitting a bid, the bidder acknowledges and agrees that these terms and conditions will apply to any resulting purchase order unless otherwise approved in writing by the City. The successful bidder may be required to execute the cover page acknowledging acceptance of the terms and conditions. Acceptance of a City purchase order, shipment of goods, provision of services, or receipt of payment shall constitute acceptance of these terms and conditions.



12. Submittal Instructions

1. *Early Preparation for Submission*

We value your participation in this solicitation and want to ensure you have every opportunity to present your response in the manner instructed in this solicitation. It is important that you submit **a complete response prior to 2:00 pm on Friday, June 19, 2026** through this eProcurement portal. We strongly advise against waiting to within the last three days of the submittal deadline to begin working on your response. Starting early on your response increases time to:

- Thoroughly review all requirements and the entire solicitation document.
- Gather, organize, and complete the necessary documents for submittal.
- Address any unforeseen technical issues that may arise during the preparation or submittal of your response.

Delaying your response may result in errors, or can cause you to miss the submission deadline. Either of which can negatively impact your submittal or cause your submittal to not be accepted.

2. *Training Resources for Vendors:*

Screen Shots:

Instructions for the new eProcurement System: The following link will help you [Get Started](https://opengov.my.site.com/support/s/article/c7a5affa-e073-4d5a-8d87-b6eadcf343a9) (<https://opengov.my.site.com/support/s/article/c7a5affa-e073-4d5a-8d87-b6eadcf343a9>) and will include vendor guides for using the system. Below are additional screen shots for support.

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

1. [New Supplier Account](#)
2. [Submit a Bid or Proposal](#)
3. [Updating Your Company Designation on a Solicitation](#)
4. [Vendor Selection of Category Codes](#)
5. [How To Subscribe To Organizations And Find Active RFPs & Bids](#)
6. [Login Process](#)
7. [How to Edit or Withdraw your Proposal after it's been Submitted](#)
8. [How to Submit a Question](#)
9. [Viewing Bid Results](#)

Video Trainings



3. *OpenGov Technical Support*

Technical support for an eProcurement system plays a vital role in ensuring smooth operations. You can call or email technical support using the information below.

- **Phone:** (650) 336-7167
- **Email:** support@support.opengov.com
- **Issue Log:** <https://opengov.my.site.com/support/s/contactsupport/incident>
- **Live Chat:** Click on the circle blue icon  at the bottom right of the screen.

4. *Internet Access*

- A. The City cannot guarantee that equipment involved in Solicitation Submission will be available to provide information or receive transmittals. It is your responsibility to ensure that you have current information and that your Submission is received as instructed in this solicitation complete and prior to the deadline. The City is not responsible for the confidentiality of information transmitted over the Internet.
- B. It is the Respondent's responsibility to review your status in our eProcurement system and update your contact information and notification preferences accordingly.
- C. The City does not recommend waiting until the last two days to start preparing or submitting your response.

5. *Electronic Submission and Delivery Instructions*

Parties interested in responding are required to submit electronically through the City of Pasadena's [eProcurement Portal](#) prior to 2:00 pm, Friday, June 19, 2026. 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.

6. *Withdrawal of Proposal*

Any Bidder or Proposer may withdraw their response via the City's [eProcurement Portal](#) prior to 2:00 pm on Friday, June 19, 2026.

7. *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 "Cohesity C5035 and C6045 Maintenance and Support Renewal." Project ID: 2026-IFB-MS-0345. 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.

8. Deadline for Questions

The deadline to submit questions related to this solicitation is Tuesday, June 16, 2026, prior to 2:00 pm.

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

9. 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/271051>

1. Acknowledge all Addenda
2. Accept City of Pasadena Terms and Conditions Message
3. Answer all required vendor questions.
4. Upload all required forms. Proposer may save their work and return.
5. Review your work and submit proposal when ready.
6. You will receive a confirmation email from OpenGov upon receipt of your bid/proposal.
7. Proposer may withdraw their bid at any time **prior to** 2:00 pm on Friday, June 19, 2026.

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.

1. Open File Explorer, and find the zipped folder.
2. To unzip the entire folder, right-click to select Extract All, and then follow the instructions.
3. 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.

10. Vendor Registration Instructions & Customer Service information:

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

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

Customer Service

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

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



11. Surety2000 Instructions

If a bid bond is required, below are instructions for utilizing Surety2000 to submit an electronic bid bond.

Video Trainings:

- How a Contractor Registers with Surety2000: <https://drive.google.com/file/d/1SCj8obRykze8hIIRG84yYD5Wbod7ZQuR/view>
- How to Create a Bond: https://drive.google.com/file/d/1_ZphPelkFAhVhYhUdpKU1sC1xpNjVnf3/view
- How to Sign the Bond: <https://drive.google.com/file/d/1wT3UVU-hiecfocwAOwaAh9rP93mKQ-9P/view>

Bid Bond Instruction:

Bidders must provide all required information for the City to verify the bond with their bid. The bond must meet the following requirements and characteristics: 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. 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 with the required insurance documentation, submit the Construction & Demolition Waste Management Plan, 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. Failure to return signed contract with all the attachments stated above may result in having the project awarded to the next lowest bidder.

Here is what bidders must provide to their 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



13. Bidder's Submittals/Checklist

1. *Acknowledgements*

a) **Acknowledgement***

By submitting this bid the proposer hereby certifies under penalty of perjury of the laws of the State of California that all representations made in the documents that comprise the proposal for Cohesity C5035 and C6045 Maintenance and Support Renewal due on Friday, June 19, 2026 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

b) **Prices must be valid for 180 days***

Bidder agrees that their bid shall remain open and shall not be withdrawn for a period of not less than One Hundred and Eighty (180) calendar days from the date of opening bids, or until rejected by the City, whichever occurs first.

☐ Please confirm

*Response required

c) **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 Taxpayer Identification Number and Certification (IRS Form W-9)
- Pasadena Business License (if required)
- Any Required Licenses or Certifications
- All Insurance Requirements in this Solicitation (IF REQUIRED)

☐ Please confirm

*Response required



2. Forms

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

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 CMOContractsAssesment@cityofpasadena.net.

- [DHS Contract Disclosure For...](#)

*Response required

e) 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 may result in automatic disqualification. (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

f) Technical Questionnaire Form

This form is only required for the purchases of technology. If selected, proposers will be required to complete the Pasadena Department of Information Technology Technical Questionnaire. The questionnaire is included in the #Attachments. When completing the questionnaire, please note:

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



- [DoIT Technical Questionnair...](#)



