CITY OF PASADENA



REQUEST FOR PROPOSALS

ROSE BOWL STADIUM ARCHITECTURAL SERVICES

FOR THE

ROSE BOWL

CITY OF PASADENA, CALIFORNIA

Attachments:

A - Master Services Contract
B - REQUIRED FORMS - AAs - SIG-LEGAL-STATUS - DECLARATION OF NONCOLUSION 08022024 v2
D - DISQUALIFICATION_DISCLOSURE (4)
E - CONFLICT_OF_INTEREST (5)
F - Pasadena_Taxpayer_Protection_Amendment_Disclosure (2)
H - DESIGNATED REPRESENTATIVESdocx
I - RELEVANT EXPERIENCE FORM
N - Copy of N Fee_Schedule__Hourly_Rates_091126
O - Rose Bowl - Architect RFP - Notice of Interest Form rev

1. Introduction

1. Summary

1.1 Request For Proposals

The Rose Bowl Operating Company ("RBOC") is seeking to retain a qualified architectural firm to serve as its Venue Architect, a long-term design partner capable of providing site condition assessments, conceptual planning, pre-design and concept design, schematic design, design development, construction documents, bidding, and construction administration, together with budget construction estimates throughout, for anticipated improvements, as well as providing presentation materials for visual and oral presentations to RBOC Board. RBOC's current architectural services agreement expires December 31, 2026; this procurement will establish a successor agreement and position the organization to advance future capital improvements throughout the Rose Bowl campus. The selected firm will be considered to provide architectural services in connection with the various capital improvement projects that the RBOC may undertake, under multiple potential delivery methods, including Design-Bid-Build, Construction Manager at Risk (CMAR), and Design-Build. At this time the RBOC does not have identified funding for all such projects, but nonetheless must secure such services at this time so as to be able to move quickly when and if funding is secured. Any and all capital improvement projects are subject to the availability of funds and the approval of the RBOC.

RBOC anticipates issuing a written Notice to Proceed to the selected firm on or about January 4, 2027, authorizing the firm to begin performance of services while the definitive Services Contract is finalized; any services performed prior to full execution of the definitive Services Contract will be performed at the selected firm's own risk, subject to and governed by the terms of that contract upon execution.

2. Background

The City of Pasadena is an ethnically diverse community that is home to approximately 142,017 people. Pasadena is the ninth-largest city in Los Angeles County. It is one of the primary cultural centers of the San Gabriel Valley. The City covers approximately 22.5 square miles, with an average of ten residents per acre. The median age of its residents is approximately 36.9 years. There are over 100,000 jobs in a wide variety of industries in the City of Pasadena.

1.2.1 Anticipated Capital Projects

As part of this procurement, RBOC will seek pricing and service approaches related to its anticipated capital improvement program. The Venue Architect is expected to serve as a long-term partner capable of supporting these and future projects across their full lifecycle. Anticipated projects include, but are not limited to:

1.2.1.1 East / West Seating Improvement Project. This project will replace the existing pink seating on both sides of the Bowl, West Section (Tunnels 1 through 8) and East Section (Tunnels 15 through 22). The project's principal driver is that the existing seats are not ADA compliant; the goal is larger, ADA-compliant seating, which will require the Architect to evaluate and design a reconfigured seating tier and tread, including elimination of the third row within each tier where necessary to accommodate the larger seats. The Architect shall also evaluate the potential addition of new center-line access aisles, stairs and handrails, within each seating section. Anticipated Design-Bid-Build or Construction Manager at Risk (CMAR) delivery, with the Design Team's efforts anticipated between January 2027 and December 2028, and a schedule targeting a January 2, 2029 construction start (subject to change)

1.2.1.2 North Videoboard Expansion Project. This project will replace the existing videoboard configuration, consisting of one large center videoboard and two smaller flanking boards, with a single new videoboard. The Architect shall evaluate and recommend whether the new videoboard should be mounted consistent with the current configuration or integrated further into the stadium structure, and shall coordinate structural engineering as part of the design. The overall height of the videoboard structure is to remain consistent with the existing installation, in order to preserve sightlines to the surrounding mountains and minimize impacts to neighboring properties. Design efforts for this project may potentially commence in January 2027, concurrent with the East / West Seating Improvement Project, though the design start date remains to be determined. Anticipated CMAR or Design-Build delivery, with a schedule targeting a January 2, 2029 construction start (subject to change), consistent with the East / West Seating Improvement Project.

1.2.1.3 Other Projects. Additional capital improvement projects to be determined as RBOC's capital plan advances.

3. Contact Information

Deadline for Questions

The deadline to submit questions related to this solicitation is Tuesday, October 20, 2026, prior to 5:00 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.

Project Contact:
Paul Neidermire
General Manager
Email: pneidermire@rosebowlstadium.com
Phone: (626) 577-3100

Procurement Contact:
Nancy Silver
Chief Compliance Officer
Email: nsilver@rosebowlstadium.com
Phone: (626) 577-3100 Ext: 224
Department:
Rose Bowl

4. Timeline

Release Project Date	September 15, 2026
Notice of Interest Form	September 25, 2026, 11:00am
Pre-Proposal Meeting (Mandatory)	September 25, 2026, 11:00am https://us06web.zoom.us/j/89851360251?pwd=6pJNWWkAyH5Nu3VPzacAarmXbQPGNn.1
Question Submission Deadline	October 20, 2026, 5:00pm
Question Response Deadline	October 27, 2026, 5:00pm
Proposal Submission Deadline	November 5, 2026, 12:00pm

2. General Instructions

1. NOTICE REGARDING DISCLOSURE OF CONTENTS OF DOCUMENT

All responses to this Request for Proposal (RFP) accepted by the Rose Bowl Operating Company (RBOC) City of Pasadena (City) shall become the exclusive property of the RBOC/City. At such time as the RBOC Chief Executive Officer recommends a contractor to the RBOC Board of Directors, and such recommendation, with any recommended contract appears on the RBOC Board agenda, all proposals accepted by the RBOC/City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal which are defined by the contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary". Each element of a proposal which a contractor desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents or other non-specific designations) shall not be sufficient and shall not bind the RBOC/City in any way whatsoever. If disclosure is required or permitted under the California Public Records Act or otherwise by law, the RBOC/City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

2. Electronic Submission and Delivery Instructions

Parties interested in responding are required to submit proposals electronically through the City of Pasadena's ePROCUREMENT PORTAL no later than 12:00 pm on Thursday, November 5, 2026. Please upload sufficiently early electronically through the city's eProcurement Portal before the time and day listed in the Notice Inviting Proposals. Proposals must be received in the system prior to the deadline.

The entire proposal must be formatted on standard-size 8½”x11” pages; 12 point font only. The "Technical Proposal," "Additional Data," and "Statement of Qualifications" can be no more than 50 grand total pages.

The Price Proposal must include all costs associated with the Technical Proposal as described in the Price Proposal instructions in the “#Proposer's Submittals/Checklist.”

The Technical Proposal should disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions. Along with all required forms and submittals (See #Attachments, and #Proposer's Submittals/Checklist. No Pricing shall be included in this part.

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

3. Technical Proposal

The proposal must be prepared in two parts: a "Technical Proposal" and a "Price Proposal." Each of the parts shall be separate and complete in itself so evaluation of one may be accomplished separate from the evaluation of the other. The Technical Proposal should disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions. Along with all required forms and submittals (See #Attachments, and Submittals/Checklist. No Pricing shall be included in this part.

4. Separate Price Proposal

The Price Proposal must include all costs associated with the Technical Proposal as described in the Price Proposal instructions in the "Submittals/Checklist."

Parties interested in responding are required to submit their Price Proposal with their Technical proposal through the City's eProcurement Portal.

The pricing must include the total price proposed to accomplish all the performance and deliverables requested in this RFP, and offered by your firm. Each Proposer must submit a Price Proposal containing all costs associated with the technical proposal. The price proposal shall describe both the total and the detailed price for which the consultant will commit to complete the total scope of work and end products. The price proposal detail shall describe costs for each professional's time, for the completion of each proposed task, and for all materials and supplies.

The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. Costs shall include the proposed costs and, if necessary, the approximate number of hours to provide the services as described in your proposal. Any additional fees outside the scope of the agreement must be approved in writing before commencing services for said fees. Vendor's RFP response must be inclusive of all costs and expenses associated with travel, lodging, and any other incidental costs. The City will not separately reimburse costs not included in the proposal.

Reference PRICE PROPOSAL.

Reimbursable cost schedules shall depict only those expenditures that are exclusive to and in support of the scope of services. The proposed reimbursable cost schedule shall include a detailed list of reimbursables.

Each Proposer must submit a PRICE Proposal containing all costs associated with the technical proposal. Using the attached Price Proposal in this RFP, provide Proposer's lump-sum price for performing all services and work called for in the SCOPE OF WORK. The Proposer's lump-sum price shall include, without limitation:

- all designs, equipment, materials, labor, insurance and bond premiums, home office, jobsite, and other overhead, profit and services relating to the Proposer's performance of its obligations under the Contract (including all work, equipment, materials, labor, and services provided by subcontractors and intellectual property rights necessary to perform the work);
  performance of each and every portion of the work

- all costs of obtaining Government approvals other than Government approvals that are the responsibility of the City of Pasadena;
- all costs of compliance with Government rules, except to the extent such compliance is the responsibility of the City of Pasadena;
- all taxes, duties, permits, and other fees or royalties incident to the performance of the SCOPE OF WORK;
  payment of all salaries, wages, benefits, and expenses of the Proposer's employees;
  compensation for all risks, liabilities, and contingencies assigned to the Proposer; and
- all other costs needed or incurred to complete the Project.
- all ProForma Submission Requirements (if required)

5. Pre-Proposal Meeting

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

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

6. Definitions

The words (A) "City", (B) "Department", (C) "Director", or (D) "Contractor", as used in this RFP, shall be understood to refer respectively to (A) the City of Pasadena, California; (B) the several departments therein; (C) the directors of the several City departments; or any of their properly authorized assistants; and (D) the person, firm or corporation with whom the contract is made by said City or the agent or legal representative who may be appointed to represent such person, firm or corporation in the signing and performance of said contract.

3. General Requirements

1. *Standard terms and conditions*

Prior to the award of any work hereunder, RBOC/City and contractor shall enter into a written contract in substantially the form attached hereto with such revisions thereto as the RBOC/City may determine necessary and appropriate. PROPOSERS responding to this RFP are strongly advised to review all the terms and conditions of the contract, and shall be deemed to have accepted them.

2. *Firm commitment of availability of service*

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

3. *RELEVANT EXPERIENCE*

Provide experience with with professional or collegiate stadium projects (new and/or renovated) completed within the past ten (10) years for five (5) projects/contracts of similar scope and size. Complete and submit the attached Relevant Experience Form with your proposal to demonstrate experience with projects/contracts of similar scope and size to that which is to be performed.

4. *Reservations*

The RBOC/City reserves the right to reject any or all bids or proposals and any item or items therein, and to waive any non conformity of proposals with this RFP, whether of a technical or substantive nature, as the interest of the RBOC/City may require.

5. *Documents to be construed together*

The Request for Proposal (RFP), the Proposal, the Non Collusion Affidavit, and all documents referred to in the complete specifications and the Contract to be entered into between the Contractor and the RBOC/City, and all modifications of said documents, shall be construed together.

6. *Patent fees; patent, copyright, trade secret and trademark fees*

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

7. *PUBLIC CONTRACT CODE SEC. 9204 NEW PUBLIC WORKS CLAIMS PROCEDURE*

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

8. Request for Proposal (RFP) quantities:

The quantities contained in the RFP documents are approximate only and are for the sole purpose of comparing proposals. The RBOC/City may, in accordance with the specifications, request additional services as necessary at the RBOC/City's sole discretion, as increased by the unit price noted and payment will be made for the amount of services actually provided as determined by the RBOC/City and accepted at the unit prices noted in the proposal.

9. CHANGE ORDER MANAGEMENT

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

10. Taxpayer Protection Act

Under the provisions of the City of Pasadena Taxpayer Protection Act ("TPA"), the Contractor/Organization will be considered a "recipient of a public benefit." The full provisions of the TPA are set forth in Pasadena City Charter, Article XVII. Under the TPA, City public officials who approve this Contract are prohibited from receiving specified gifts, campaign contributions or employment from Contractor for a specified time. As well, if this Contract is to be approved by the City Council, Councilmembers or candidates for Council are prohibited from receiving campaign contributions during the time this Contract is being negotiated (from the due date for an RFP response until award of a contract; this restriction does not apply to competitive and noticed low bid contracts). This prohibition extends to individuals and entities that are specified in the TPA and includes Contractor/Organization and its trustees, directors, partners, corporate officers and those with more than a 10% equity, participation, or revenue interest in Contractor/Organization. Contractor/Organization understands and agrees that: (A) Contractor/Organization is aware of the TPA; (B) Contractor/Organization will complete the forms provided by the City to identify all of the recipients of a public benefit specified in the TPA; and (C) Contractor/Organization will not make any prohibited gift, campaign contribution or offer of employment to any public official who negotiated and/or approved this Contract, and will not make any prohibited campaign contribution during the time this contract is being negotiated. The Contractor shall submit a copy of the completed TPA form to the City Clerk’s Office if the contract is to be awarded by the City Council via e-mail: OfficialRecords-CityClerk@Cityofpasadena.net or by fax: (626) 744-3921, and submit a copy with the response package. For more information please go to: https://www.cityofpasadena.net/city-clerk/disclosure-reportsax-payer-protection-act-tpa/

*11. CONFLICT OF INTEREST STATEMENT ** REVIEW*

The proposing Consultant shall disclose any financial, business or other relationship with the City of Pasadena that may have an impact upon the outcome of the contract or any construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project related to this solicitation. Proposers must complete and submit the following Form: Conflict of Interest Statement

12. Compliance with the Levine Act (Government Code Section 84308)

The Levine Act precludes an officer of a local government agency, including an elected official, from participating in the award of a contract if he or she receives any political contributions totaling more than $500 in the 12 months preceding the pendency of the contract award, and for 12 months following the final decision, from the person or company awarded the contract. Proposers should ensure their employees, agents, and consultants are aware of the requirements of the Levine Act before the proposal is submitted, so as to avoid inadvertent violations.

13. 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.

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 RBOC/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. 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 RBOC/City;

- The RBOC/City may require whatever evidence is deemed necessary relative to the bidder or proposer financial stability and ability to complete this project;
- The RBOC/City reserves the right to request further information from the bidder or proposer, either in writing or orally, to establish any stated qualifications;
- The RBOC/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 RBOC/City as to whether or not the bidder or proposer is qualified to perform the project, shall be final, binding and conclusive;
- The RBOC/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 RBOC/City to award any contract, and the RBOC/City is not liable for any costs incurred by the bidder or proposer in the preparation and submission of a bid.

9. 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.

10. 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.

11. 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.

12. Errors and Omissions

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

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

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

14. Taxes

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

15. Certificate of Insurance

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

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

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

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

17. LIMITATIONS ON LIABILITY

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

18. Recycled Product Procurement Mandates Pertaining to Local Governments [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.

19. 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 RBOC/City shall be the sole judge and authority in determining the availability of funds under this Contract. If any action is taken by the RBOC/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 RBOC/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.

20. 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 RBOC/City specifications will be made only by addendum, duly issued by the RBOC/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 RBOC/City determines that a time extension is required for the proposal, the RBOC/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 Rose Bowl Stadium Architectural Services in order to be included in the "Followers" list in the City's eProcurement system to insure they receive all documents including addendums which are available as a download.

The RBOC/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.

21. 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.

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22. 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.

5. Insurance Requirements

1. *Insurance Requirements*

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

6. Scope of Work

1. Scope of Work

The selected architect is to play an active role in the RBOC's Project Team, consisting of the architect, RBOC staff, outside consultants, and other members deemed appropriate by the RBOC (the "Project Team"). The Architect will, or in some instances assist the RBOC to, provide conceptual planning, concept drawings, develop project construction estimates; analyze alternative designs; provide value engineering; and coordinate/communicate the activities of the Project Team through all phases of the project.

Program management procedures, which will be established through the Architect efforts with the RBOC's input and approval during design phases, will allow for the integration of all design and construction phase components of any project. The Architect shall strive for project delivery that is timely, cost effective and consistent with the standards set by the RBOC.

The Architect will utilize its skill and knowledge of design and construction to provide for, but not be limited to:

A. General Requirements

Design to Budget. Design to RBOC's established construction budget; track the estimated construction cost against the budget at each milestone and reconcile with RBOC's cost estimates, surfacing variances and proposed corrections before the next phase begins. If, at any milestone, the estimated construction cost exceeds the established budget by more than five percent (5%), the Architect shall prepare and present a value-engineering analysis identifying cost-reduction alternatives sufficient to bring the estimate back within budget, prior to proceeding to the next phase. Proactively identify value-engineering and cost-saving alternatives, with trade-offs made visible to RBOC before decisions are locked.

Schedule Adherence. Perform in accordance with the project schedule and treat milestone dates and design-phase durations as commitments, including RBOC review turnaround. Sequence deliverables to support permitting and long-lead procurement.

Design Team Leadership & Coordination. Lead the design team, manage sub-consultants, and fully coordinate the design and documentation across all disciplines into a single, conflict-free set, including coordination of any Owner-contracted consultants under a single-prime structure.

Local Availability. To the extent practicable, key personnel assigned to this engagement should be based within, or readily available from, the City of Pasadena or greater Los Angeles County, in light of the frequency of site visits, Board presentations, and event-day coordination anticipated under this engagement.

Additional Services Requests. If the Architect identifies the need for additional services beyond the scope of this Agreement, the Architect shall notify RBOC in writing within five (5) days of the occurrence giving rise to the additional services, and shall submit a written request describing the scope, basis, and estimated fee for the additional services within ten (10) days of the occurrence. No additional services shall be billed or invoiced, and the Architect shall not be entitled to compensation for any additional services, unless and until RBOC has approved the request in writing.

Scope Exclusions. Any scope, service, or cost item that the Architect assumes will be furnished, procured, or contracted directly by RBOC or others must be expressly identified as an exclusion in the Architect's Fee Schedule. Any scope not expressly excluded shall be deemed included within the Architect's fixed fee, and no additional compensation shall be allowed for such items absent RBOC's prior written approval of an Additional Services Request under the Additional Services Requests provision above .

Delivery-Method Flexibility. Support multiple project delivery methods, including Design-Bid-Build, Construction Manager at Risk (CMAR), and Design-Build, and provide bid- and procurement-phase support appropriate to the method selected for each project.

Code, Accessibility & Sustainability. Deliver fully code-compliant projects, including all applicable building, fire / life-safety, and accessibility requirements under Title II of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, the California Building Code (Title 24, Part 2, including Chapter 11B), and, for any pedestrian or right-of-way improvements, the U.S. Access Board's Public Rights-of-Way Accessibility Guidelines (PROWAG). Certify that each project's design complies with applicable accessibility standards prior to permit submission, and coordinate correction of any non-compliance identified during plan check, construction, or post-occupancy review. Coordinate Title 24 energy compliance and sustainable design strategies.

Permitting & Jurisdiction. Develop and support the permitting strategy with RBOC and The Cooperative LA, prepare and stamp all required architectural permit documents, and carry the documents through plan check with the City of Pasadena (the Authority Having Jurisdiction) to permit issuance.

Historic Preservation Coordination. The Rose Bowl Stadium is designated as a National Historic Landmark and a California Historic Civil Engineering Landmark. Coordinate with RBOC, the City of Pasadena, and applicable state and federal historic preservation authorities, including compliance with the Secretary of the Interior's Standards for Rehabilitation as applicable, to preserve the stadium's landmark status and manage any additional regulatory review that may be triggered by the proposed improvements.

Community Outreach & Public Engagement. The Architect shall be responsible for leading any community outreach or public engagement required for the Projects, including public presentations as needed. RBOC does not anticipate retaining a separate outreach consultant for this purpose.

1. ***CONCEPTUAL PLANNING***

The Architect's duties, under the Conceptual Planning Phase (i.e. pre-referendum phase and program planning phase) will include, but not limited to:

1. Assess the current stadium function and facilities, and review all previously presented concepts and opportunity plans for future consideration.

2. Assist RBOC in the development of a comprehensive improvement plan as it relates to current and future local competitive venues.

3. Assist the RBOC in budgeting and probable phasing exercises to evaluate realistic implementation approaches.

4. Attend regular meetings with RBOC staff, as required by the project to review progress and coordination.

5. Assist the RBOC with the CEQA process.

6. Public presentations as needed.

2. PRE-DESIGN PHASE

The Architect's duties, under the Pre-Design Phase (i.e. pre-referendum phase and program planning phase) will include, but not limited to:

1. Assist the RBOC in development of the scope for the proposed capital construction projects, including verification of existing conditions, consulting on the building programs, provide estimated schedule/timetable, and provide budget construction estimate.
2. Estimate billable hours for services for each phase, with a not to exceed amount.
3. Assist the RBOC in budgeting and scheduling exercises to evaluate a minimum of two (2) alternate options and approaches from the standpoints of constructability and cost while meeting the requirements of the program.
4. Assist the RBOC with any preliminary documents/sketches to adequately represent the proposed project concept and scope.
5. Assist the RBOC with the CEQA process.
6. Assist the RBOC in the selection of testing and/or other specialty consultants when required during any project.
7. Attend regular meetings with RBOC staff, as required by the project to review progress and coordination.
8. Public presentations as needed.

*3. **DESIGN & PRE-CONSTRUCTION PHASE***

The Architect's duties will include, but not limited to:

1. Meet with other members of the RBOC's Project Team to review the program in order to fully understand the project scope, concept and other pertinent aspects of this project.

2. Review cost models, manage design progress, evaluate design changes and their cost impacts and review project estimates during the design and construction document phase of each project component. Coordinate program planning activity with the RBOC.
3. Independently review, verify and update project schedules and cost estimates in the schematic design, design development, and construction document phases.
4. Assist RBOC as to evaluate all construction options technically, in terms of costs, and with regard to movement of staff/logistics for minimum operational disruptions.
5. Advise the RBOC on the conceptual design and prepare cost estimates of the design.
6. Participate in all design meetings, including initiating meetings with agencies as necessary, having approval authority.
7. Prepare plans and specifications in accordance with applicable law, rules, regulations, codes and ordinances necessary for all purposes including public bidding.
8. Assist in bid phase assistance (pre-bid conference, document distribution, bidder questions, prepare addenda, bid evaluation and recommendations, and if required, preparing bid packages for each contract, including definition of scopes of work, drawings, and technical specifications).
9. Assist the RBOC in bid selection process.

4. ***CONSTRUCTION PHASE***

The Architect's duties will include, but not limited to:

1. Review all submittals and shop drawings for conformance with the contract documents; maintain records of accepted and rejected submittals. The architect shall be responsible for all coordination of shop drawings and meetings held during construction.
2. Continually evaluate project progress and recommend appropriate actions to maintain the accepted schedule. Provide necessary reports to the RBOC as requested.
3. Schedule and conduct final inspections alone and with the Project Team and others and to prepare punch lists; and oversee correction of punch list items.
4. Review evaluations and make recommendations on proposal and change order requests.
5. Review and verify applications for payment from contractors and suppliers for accuracy, progress and compare to milestones, and make certifications to the RBOC regarding payment.
6. Attend project site meetings to review progress and provide site representation, as needed.
7. Prepare and submit written Observation Reports to RBOC following each site visit conducted during the Construction Administration phase, documenting observed progress and conformance with the contract documents.
8. Provide RBOC with AutoCAD copy of project drawings.

2. Compensation

6.1 Fees and rates negotiated and made part of the contract document are to remain firm for the original performance period. For any renewal year, fees and rates may be adjusted to reflect changes in the Consumer Price Index (Urban Consumers Index for the Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim, CA Metropolitan Statistical Area, as published by the U.S. Bureau of Labor Statistics, or any successor index issued by the Federal Government for the six (6) months immediately preceding the renewal year, in comparison to the previous year, but shall not exceed 3% annually.

6.2 Invoices and Payment

6.2.1 Invoices are to be submitted no later than 30 days after services have been rendered.

6.2.2 All charges are to be identified by assignment, areas, hours, and reimbursable expenses itemized and listed separately.

6.2.3 Payment for the RBOC approved invoice will be paid within 30 days of approval.

6.2.4 Services performed pursuant to a Notice to Proceed shall be invoiced in accordance with this Section 2.4 and, upon execution of the definitive Services Contract, shall be deemed performed thereunder

3. Fee Schedule

Fee Schedule

The Proposer's Cost Proposal must be submitted using the Architect Fee Schedule (Excel workbook) provided as a separate attachment to this RFP. Do not submit cost information in any other format.

The workbook consists of:

- A Scope Fee Schedule, to be completed separately for each of the two anticipated capital projects identified in Section 1.2.1 (East / West Seating Improvement Project and North Videoboard Expansion Project), consisting of fixed design fees broken out per Project by Concept, Schematic Design, Design Development, Construction Documents, Bidding, and Construction Administration; any Add-Alternate services the Proposer recommends; and any items the Proposer assumes will be furnished, procured, or contracted directly by RBOC or others (excluded from the Proposer's fee).
- An Hourly Rate Schedule, providing billing rates by staff role for general on-call architectural services outside the two named capital projects, for both the Architect and its sub-consultants.
- All fees are subject to the terms of the Scope of Work's General Requirement, including the Additional Services Requests provision and the CPI-U (Los Angeles-Long Beach-Anaheim MSA) 3% annual escalation cap.

7. Sample Contract

1. Contract Duration

The initial term of the Contract resulting from this proposal is for three years from the date the RBOC/City executes the contract. The compensation set forth in the Proposal shall remain valid and in effect during the initial term of the contract. There shall be two optional one-year extension periods subject to the approval of the RBOC Chief Executive Officer, in his sole and absolute discretion, and which shall be memorialized in the form of an amendment to the contract, setting forth the agreed upon amount of compensation and such other terms and provisions as the parties may agree upon for each extension period.

2. SAMPLE CONTRACT

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

8. Price Proposal

Each Proposer must submit a Price Proposal containing all costs associated with the technical proposal. The cost proposal shall describe both the total and the detailed price for which the consultant will commit to complete the total scope of work and end products. The table(s) below is intended to be a sample. Proposers may add necessary line items provided they are in compliance with instructions in this RFP for "Cost Proposals." The cost proposal detail shall describe costs for each professional's time, for the completion of each proposed task, and for materials and supplies.

INSTRUCTIONS:

Each Proposer must submit a Price Proposal containing all costs associated with the technical proposal. Using the attached Price Proposal in this RFP, provide Proposer's lump-sum price and/or unit price for performing all services and work called for in the SCOPE OF WORK. The Proposer's price shall include, without limitation:

1. all designs, equipment, materials, labor, insurance and bond premiums, home office, jobsite, and other overhead, profit and services relating to the Proposer's performance of its obligations under the Contract (including all work, equipment, materials, labor, and services provided by subcontractors and intellectual property rights necessary to perform the work);
2. performance of each and every portion of the work
3. all costs of obtaining Government approvals other than Government approvals that are the responsibility of the City of Pasadena;
4. all costs of compliance with Government rules, except to the extent such compliance is the responsibility of the City of Pasadena;
5. all taxes, duties, permits, and other fees or royalties incident to the performance of the SCOPE OF WORK;
6. payment of all salaries, wages, benefits, and expenses of the Proposer's employees;
7. compensation for all risks, liabilities, and contingencies assigned to the Proposer; and
8. all other costs needed or incurred to complete the Project.

EAST / WEST SEATING IMPROVEMENT PROJECT PHASE

Provide fixed design fees for the following anticipated capital project. Fees should reflect the scope of work described in Section 2 for each project. Each phase fee shall include all associated sub-consultant costs (e.g., structural, MEP, civil, landscape, historic preservation, or other specialty disciplines). For each project, separately state the portion of the Total Fixed Design Fee attributable to sub-consultant fees, and disclose any markup applied by the Proposer to sub-consultant costs.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Lump Sum (from Pricing Matrix)	1	$		
TOTAL					

NORTH VIDEOBOARD EXPANSION PROJECT PHASE

Provide fixed design fees for the following anticipated capital project. Fees should reflect the scope of work described in Section 2 for each project. Each phase fee shall include all associated sub-consultant costs (e.g., structural, MEP, civil, landscape, historic preservation, or other specialty disciplines). For each project, separately state the portion of the Total Fixed Design Fee attributable to sub-consultant fees, and disclose any markup applied by the Proposer to sub-consultant costs.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Lump Sum (from Pricing Matrix)	1	$		
TOTAL					

FEE SCHEDULE - PERSONNEL CLASSIFICATIONS

For general on-call architectural services outside of the East / West Seating Improvement Project and North Videoboard Expansion Project, provide hourly billing rates for the following personnel classifications. Where the Proposer's internal personnel title differs from the classifications below, provide the firm's equivalent title.

Line Item	Description	Unit of Measure	Percentage
1	Principal / Partner-in-Charge (Hourly rate)	each	
2	Design / Creative Director (Hourly rate)	each	
3	Senior Project Manager / Project Director (Hourly rate)	each	
4	Project Manager (Hourly rate)	each	
5	Project Architect (Hourly rate)	each	
6	Senior Project Designer (Hourly rate)	each	
7	Intermediate Project Designer (Hourly rate)	each	
8	Junior Project Designer (Hourly rate)	each	
9	Administrative / Project Coordinator (Hourly rate)	each	

9. Review and Award Recommendation Process

1. Review and Award

A screening committee will determine which proposals are responsive to City requirements and needs. The technical portions of responsive proposals will be evaluated by a selection panel consisting of personnel from the City. The selection may be based solely on the written proposals submitted.

PROPOSERS may be invited to a meeting to provide additional clarification of the content of their proposal. The City reserves the right to invite all of the PROPOSERS for an oral clarification OR only the top three (3) ranked firms based on the initial written proposal review. The meeting will not alter the selection criteria but will be used to clarify content of the proposal. The final scoring and ranking will be made after the meetings. Proposals shall consist of the sections named in the "Contents of Proposal" outlined below.

The weighted scoring in the Evaluation Criteria prioritizes the factors most important for this solicitation. A winner will be chosen based on the Total Average points of all evaluators across all scoring factors.

Once an agreement is reached with a Proposer, staff will recommend award of a contract. The City reserves the right to select the firm which, in its sole judgment, best meets the needs of the City.

For City Departments: Any contract resulting from this RFP, if more than $75,000, shall not be effective until approved by the City Manager. Any contract resulting from this RFP, if more than $250,000 shall not be effective until approved by the City Council.

For Operating Companies (such as the Rose Bowl): Any contract resulting from this RFP, if $250,000 or less, shall not be effective until approved by the top executive official of the Operating Company. Any contract resulting from this RFP, if more than $250,000, shall not be effective until approved by the Board of the Operating Company (including the Pasadena Rental Housing Board, Rose Bowl Operating Company, Pasadena Center Operating Company, or Pasadena Media).

2. Separate Review of Technical, and Price Proposals

The Technical Proposal and the Price Proposal will be evaluated separately. First will be all non-price qualifications including but not limited approach, experience, all Required Forms, litigation history, responsiveness, and all elements related to the non-price evaluation factors in the Evaluation Criteria (#Evaluation Criteria). The City may utilize separate evaluation committees to review the Technical and Price elements.

10. 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.

11. Evaluation Criteria

Evaluation of the proposals will be based on a competitive selection process, in which the evaluation of proposals will not be limited to price alone. The capability of the proposer to satisfy the City requirements identified in this solicitation, and the experience of the proposer in providing services of this type, size and scope will also be considered in the selection. This RFP has been structured to provide specific requirements which function as a standardized framework for the evaluation. The weighted scoring prioritizes the factors most important for this solicitation. A winner will be chosen based on the Total Average points of all evaluators across all scoring factors.

The City, in consultation with the selection panel, reserves the right to reject any and all proposals. The selection panel will grade and score responsive proposals with the following criteria and weights: The competitive selection evaluation criteria are as follows:

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Relevant Experience & References** **Relevant Experience & References** Points will be awarded based on the Proposer's demonstrated success delivering design services at occupied, active public assembly venues (stadiums, arenas, or comparable large-scale public venues), across multiple project delivery methods (Design-Bid-Build, Construction Manager at Risk, Design-Build), and controlling design scope and budget growth on schedule-sensitive projects. Please include the following: • Minimum of five (5) comparable professional or collegiate stadium projects (new and/or renovated) completed within the past ten (10) years. • Experience designing within active, occupied, event-driven facilities, including phasing around live event calendars. • Examples of premium seating, hospitality, or large-capacity public assembly spaces, if any. • Evidence of controlling design scope and budget growth on similar high-profile, schedule-sensitive projects. • Client references including project name, agency contact, project cost, duration, and performance.	Points Based	15 *(15% of Total)*

2.	**Key Personnel & Project Team** Qualifications and experience of the proposed project team, including Principal-in-Charge, Project Architect / Project Manager, Design Lead, and key discipline or sub-consultant coordination leads, particularly with high-profile public assembly, sports, or entertainment venue projects. The team must demonstrate the capacity to work within live-event, occupied-venue environments. Please include the following: • Resumes and bios of the Principal-in-Charge, Project Architect / Project Manager, Design Lead, and any other key team members. • A list of proposed sub-consultants (e.g., structural, MEP, civil, landscape, historic preservation, cost estimator or other specialty disciplines) and a description of each sub-consultant's role and relevant experience. • Prior experience working together as a team, with project examples. • A clear organizational chart showing reporting lines and decision-making roles. • Statement of availability and commitment (FTE %) through design development, construction administration, and project closeout. • Stadium or large sport/entertainment venue-specific experience of the proposed field or office personnel. • Identification of which key personnel are based within, or readily available from, the City of Pasadena or greater Los Angeles County, given the frequency of in-person site visits, Board presentations, and event-day coordination required under this engagement.	Points Based	20 *(20% of Total)*

3.	**Public Agency / Municipal Experience** Points will be assigned based on the Proposer's experience providing architectural services to public or municipal agencies of comparable size and complexity to RBOC, including any experience serving as an on-call or Architect of Record for a public agency. Consideration will be given to the relevant experience and technical expertise of the Proposer and its proposed sub-consultants in performing similar public-sector work. Points will be assigned based on references confirming that the Proposer's named professionals were responsive to requests for information, met or exceeded performance expectations, and would be retained again. The nature and quality of completed work for other governmental or public agency clients will also be considered.	Points Based	7 *(7% of Total)*

4.	**Approach & Methodology** Quality of the Proposer's design execution strategy, including its approach to phasing around RBOC's event calendar, stakeholder coordination, design-to-budget and value-engineering methodology, and permitting and entitlement strategy — including coordination required by the stadium's Historic Landmark designation. Scoring will consider the Proposer's ability to deliver design services on a schedule-sensitive, occupied venue with minimal disruption to RBOC operations. Please include the following: • Design-to-budget and value-engineering approach, including examples of past value-engineering outcomes on comparable projects. • Approach to phasing design efforts around RBOC's event calendar and the anticipated timelines for the East / West Seating Improvement Project and North Videoboard Expansion Project. • Permitting and entitlement strategy, including historic preservation coordination given the stadium's National Historic Landmark and California Historic Civil Engineering Landmark designations. • Approach to construction administration, including submittal review, RFI response, and coordination with the Construction Manager or General Contractor under the applicable delivery method. • Risk mitigation approach for schedule-sensitive design work around a fixed, recurring event calendar.	Points Based	20 *(20% of Total)*

5.	**Schedule** This category evaluates the Proposer's approach to meeting RBOC's design-phase schedule and key milestones, including: • The anticipated Notice to Proceed date of January 4, 2027. • The approximately 24-month design period anticipated for the East / West Seating Improvement Project and North Videoboard Expansion Project (Design Team efforts anticipated between January 2027 and December 2028), targeting a January 2, 2029 construction start (subject to change). • Coordination with historic preservation review timelines given the stadium's Landmark designation. • The Proposer's approach to sequencing deliverables around RBOC's annual event calendar and other scheduling constraints unique to an active, occupied stadium.	Points Based	8 *(8% of Total)*
6.	**Financial Strength & Stability** The evaluation will assess the Proposer's financial capacity to reliably perform the engagement over its multi-year term. To demonstrate financial strength and stability, the Proposer must provide: • Financial statements (last 3 years) showing profitability, liquidity, and positive net worth. • Disclosure of any actual or potential conflicts of interest.	Points Based	4 *(4% of Total)*

7.	**Professional Liability & Quality Control** The evaluation will assess the Proposer's professional liability history and its quality control program for design services. To demonstrate this, the Proposer must provide: • Evidence of professional liability (errors & omissions) insurance capacity and coverage limits. • A brief summary of the Proposer's professional liability claims or litigation history for the past five (5) years, if any, including the nature, status, and resolution of each matter. • A description of the Proposer's quality control and quality assurance program, including peer review procedures, inter-disciplinary coordination and clash-detection checks, and sign-off protocols prior to issuance of design documents.	Points Based	4 *(4% of Total)*

8.	**Cost Proposal** Points will be assigned based on the Proposer's Fee Schedule, consisting of (i) fixed, phase-based design fees, broken out per Project by Concept, Schematic Design, Design Development, Construction Documents, Bidding, and Construction Administration, for the East / West Seating Improvement Project and the North Videoboard Expansion Project, and (ii) hourly billing rates by personnel classification for general on-call architectural services outside of those two identified projects. The evaluation panel will assign points based on the overall reasonableness, completeness, and competitiveness of the Proposer's fees relative to the other proposals received, rather than a strict low-price formula. • Clarity and completeness of any exclusions or Owner-furnished assumptions identified in the Fee Schedule. Incomplete, ambiguous, or undisclosed exclusions may be viewed unfavorably in scoring.	Points Based	12 *(12% of Total)*

9.	**Local Pasadena Business** Commitment to Pasadena-based participation, both by the Proposer's own firm and its proposed sub-consultants. Please include the following: • Whether the Proposer's own firm maintains a physical business location within the City of Pasadena, consistent with the City's Local Business preference (Pasadena Municipal Code § 4.08.020(O)). • A list of anticipated Pasadena-based sub-consultants (structural, MEP, civil, landscape, historic preservation, or other disciplines). • Percentage of estimated project value assigned to local firms. • Existing or proposed relationships with Pasadena community programs. • Proposed local supplier/vendor utilization for materials or services.	Points Based	5 *(5% of Total)*
10.	**Small or Micro-Business** To be awarded a 5-point preference for this category, the Proposer must be certified by the State of California as a small or micro-business. Refer to the State of California Department of General Services Division for further information: https://caleprocure.ca.gov/pages/sbdvbe-index.aspx	Pass / Fail	5 *(5% of Total)*

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 12:00 pm on** Thursday, November 5, 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) 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** 12:00 pm, Thursday, November 5, 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 12:00 pm on Thursday, November 5, 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'sePROCUREMENT Portal for the project named "Rose Bowl Stadium Architectural Services." Project ID: 2026-RFP-0531. 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, October 20, 2026, prior to 5:00 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/302354

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 12:00 pm on Thursday, November 5, 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. Submittals/Checklist

The response to this RFP must be made according to the requirements set forth in this Article, both for content and for sequence. Noncompliance with these requirements or the inclusion of conditions, limitations, or misrepresentations, may be cause for rejection of the proposal.

1. Acknowledgements

a) Proposer Certification*

By submitting this bid the proposer hereby certifies under penalty of perjury of the laws of the State of California that all representations made in the documents that comprise the proposal for Rose Bowl Stadium Architectural Services due on Thursday, November 5, 2026 are true and correct to the best of my knowledge at the time of the proposal's submission.

By confirming, the vendor is 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

2. CONTENTS OF PROPOSAL

The entire proposal must be formatted on standard-size 8½"x11" pages; 12 point font only. The "Technical Proposal," "Additional Data," and "Statement of Qualifications" can be no more than 50 grand total pages.

b) Mandatory Content*

- Cover letter
- Table of Contents
- Required Certifications AND Forms (see items in this Checklist)
- Technical Proposal
- Price Proposal
- Statement of Qualifications and/or Experience
- Proposed Team, addressing Evaluation Criteria No. 2
- Approach and Work Plan, addressing Evaluation Criteria No. 5 and No. 7
- Additional Data (if required)

Subsequent to the closing of this solicitation, the selected vendor will be required to provide the following documents within 10 calendar days of being notified, otherwise the submitted proposal may be deemed non-responsive.

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

☐ Please confirm
*Response required

c) Cover Letter and Table of Contents *

Upload your Cover Letter and Table of Contents :

"Cover Letter" shall be a maximum one-page letter including the name and address of the organization submitting the proposal; whether the proposing firm is an individual, partnership, corporation or joint venture; and the name, mailing/e-mail addresses, and telephone/fax numbers the contact person who will be authorized to make representations for the organization.

*Response required

d) Separate Technical Proposal Only - Proposal Submittal*

"TECHNICAL PROPOSAL" should demonstrate the PROPOSER'S full understanding of the SCOPE OF WORK and the effort needed to complete the Project on time and within the budget through the submittal of a proposed work plan including project deliverables (identify specifically and thoroughly for each portion of and phase). No pricing shall be included in this section.

The TECHNICAL PROPOSAL shall include a proposed work schedule to indicate duration and completion dates, including the dates of Deliverables/Milestones and estimates of the amount of time to be spent with City Staff during each phase of the project.

The entire proposal must be formatted on standard-size 8½"x11" pages; 12 point font only. The "Technical Proposal," "Additional Data," and "Statement of Qualifications" can be no more than a grand total of 50 combined.

*Response required

e) Separate Price Proposal Submittal:

PRICE PROPOSAL shall be submitted in this upload apart from the proposal.

Reference PRICE PROPOSAL.

1. Specifies, at a minimum, the level of effort and hourly rate for Proposer's key personnel/project position and a detailed breakdown of fees for each sub-consultant as an attachment.

2. Estimated reimbursable cost schedules shall depict only those expenditures that are exclusive to and in support of the Project scope of services. The proposed estimated reimbursable cost schedule shall include a detailed listable of reimbursables.

Each Proposer must submit a PRICE Proposal containing all costs associated with the technical proposal. Using the attached Price Proposal in this RFP, provide Proposer's lump-sum price for performing all services and work called for in the SCOPE OF WORK. The Proposer's lump-sum price shall include, without limitation:

1. all designs, equipment, materials, labor, insurance and bond premiums, home office, jobsite, and other overhead, profit and services relating to the Proposer's performance of its obligations under the Contract (including all work, equipment, materials, labor, and services provided by subcontractors and intellectual property rights necessary to perform the work);
2. performance of each and every portion of the work
3. all costs of obtaining Government approvals other than Government approvals that are the responsibility of the City of Pasadena;
4. all costs of compliance with Government rules, except to the extent such compliance is the responsibility of the City of Pasadena;
5. all taxes, duties, permits, and other fees or royalties incident to the performance of the SCOPE OF WORK;
6. payment of all salaries, wages, benefits, and expenses of the Proposer's employees;
7. compensation for all risks, liabilities, and contingencies assigned to the Proposer; and
8. all other costs needed or incurred to complete the Project.
9. all ProForma Submission Requirements (if required)

f) Additional Data (if necessary)

"Additional Data" shall include any other data the PROPOSER deems essential to the evaluation of the proposal, i.e., letter of reference, other related projects, etc., or other required documents.

The entire proposal must be formatted on standard-size 8½"x11" pages; 12 point font only. The "Technical Proposal," "Additional Data," and "Statement of Qualifications" can be no more than a grand total of 50 combined.

3. Preferences (if applied)

g) Is your company currently certified with the State of California Department of General Services (DGS) as a Small or Micro Business?*

If this preference is applied to the solicitation, and your company is seeking this preference, you must provide a copy of the certification from DGS.

☐ Yes
☐ No
*Response required

When equals "Yes"

h) Please upload a copy of your Current California DGS Certification*

*Response required

i) Is your company currently located within the boundary of the City of Pasadena?*

☐ Yes
☐ No
*Response required

When equals "Yes"

j) Please upload a copy of your Company's Pasadena Business License*

*Response required

4. QUALIFICATIONS

k) Statement of Qualifications and/or Experience

The Statement of Qualifications should highlight your company's most applicable products, services, and experience.

5. FORMS

Please download, complete and submit any required forms below.

l) Does your company have any Contracts with the U.S. Department of Homeland Security?*

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 CMOContractsAssessement@cityofpasadena.net.

☐ Yes
☐ No
*Response required

When equals "Yes"

m) 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 CMOContractsAssessement@cityofpasadena.net.

- DHS_Contract_Disclosure_For...

*Response required

n) AA1; AA2; AA3; SIGNATURE & LEGAL STATUS; AND DECLARATION OF NON-Collusion*

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

- Each PROPOSER must submit a completed Form AA-1. Failure to submit this form will result in automatic disqualification with no exceptions unless PROPOSER has an approved form on file with the City.
- Form AA-2 is required to be submitted for projects involving labor or services in excess of $25,000.
- Form AA-3 is Optional. (Copies attached)
- A completed and signed "Declaration of Non-Collusion." (Copy attached)
- SIGNATURE & LEGAL STATUS (Copy attached)
- Evidence of certification by State of California as a small or micro-business, if claiming such preference – https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx
- REQUIRED_FORMS_-_AAs_-_SIG-...

*Response required

o) Taxpayer Protection Amendment Disclosure *

Please download the below documents, complete, and upload.

ADDITIONAL REQUIREMENT

For RFP/RFQ where the selected vendor/contract will require City Council approval (check with City project manager for clarification), the following requirement applies:

- TAX PAYER PROTECTION ACT – PROPOSER SUBMITS A COPY OF THE COMPLETED TPA FORM TO THE CITY CLERK'S OFFICE

E-MAIL: OfficialRecords-CityClerk@Cityofpasadena.net

- Pasadena_Taxpayer_Protectio...

*Response required

p) Conflict of Interest*

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

q) Relevant Experience Form*

Complete and submit the attached Relevant Experience Form with your bid to demonstrate experience with projects of similar scope and size to that which is to be performed.

- RELEVANT_EXPERIENCE_FORM.pdf

*Response required

r) Designated Representative*

Please download the below documents, complete, and upload.

- DESIGNATED_REPRESENTATIVESd...

*Response required

s) DISQUALIFICATION DISCLOSURE*

Please download the below documents, complete, and upload.

- DISQUALIFICATION_DISCLOSURE...

*Response required