



**REQUEST FOR PROPOSAL**

**FOR**

**ADVERTISING AGENCY**

April 21, 2017



**NOTICE REGARDING DISCLOSURE  
OF  
CONTENTS OF DOCUMENT**

All responses to this Request for Proposal (RFP) accepted by the Pasadena Center Operating Company - CVB (CVB) shall become the exclusive property of the PCOC. At such time as the CVB recommends a company to the Board of Directors, and such recommendation, with any recommended contract appears on the Boards agenda, all proposals accepted by the PCOC 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 company 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 PCOC in any way whatsoever. If disclosure is required or permitted under the California Public Records Act or otherwise by law, the PCOC shall not in any way be liable or responsible for the disclosure of any such records or part thereof.



**VISIT PASADENA  
REQUEST FOR PROPOSAL  
FOR  
ADVERTISING AGENCY**

The Pasadena Center Operating Company – Pasadena Convention and Visitors Bureau hereafter called (CVB) is accepting Request for Proposals (RFP) to solicit proposals for **ADVERTISING AGENCY**. The Contractor shall provide the Services based on the services specified in the following document.

**Schedule and Due Dates**

**Submission Deadline**

Parties interested in responding are asked to submit four printed proposals no later than 12:00 pm on May 31, 2017 via mail or in person.

Pasadena Convention & Visitors Bureau  
Attn: Marketing and Communications Department  
300 E. Green Street  
Pasadena, CA 91101

For hand delivered proposals, deliver to the Visitor Center at the Pasadena Convention Center (300 E. Green Street, Pasadena, CA 91101).

**Deadline for RFP Questions**

The deadline to submit questions related to this RFP is May 9, 2017 by 12:00 pm PST. All questions regarding this Request for Qualifications should be directed via e-mail to:

Christine Susa  
Director of Marketing & Communications  
[csusa@visitpasadena.com](mailto:csusa@visitpasadena.com)

The following schedule provides key events and their associated completion dates and is provided primarily for planning purposes. Pasadena Convention & Visitors Bureau (CVB) may modify the project timeline at its discretion.

RFP Issued	April 21, 2017
Pre-Proposal Meeting	May 4, 2017 2:00 pm PST
Q&A Submissions	May 9, 2017, 12:00 pm PST
Q&A Answers	May 12, 2017
Proposals Due	May 31, 2017, 12:00 pm PST

The PCVB without liability, cost, or penalty, may at any time prior to or after closing time:

- Alter any dates in this RFP
- Cancel this RFP
- Amend or supplement this RFP
- Issue a new RFP for the same or similar services



## Background Information

The Pasadena Center Operating Company is a nonprofit corporation 501(c)(4) formed by the City of Pasadena to manage the Pasadena Convention Center, the Pasadena Civic Auditorium, the Pasadena Convention & Visitors Bureau, and the Pasadena Ice Skating Center.

The mission of the Pasadena Center Operating Company (PCOC) is to promote Pasadena as a meeting and travel destination in an effort to maximize economic impact through the development of meetings, conventions, entertainment events and tourism by providing professionally managed facilities and first-class service.

## Objectives

The objective of this RFP is to seek and retain a qualified advertising agency to develop the Pasadena brand and promote tourism and meetings. The result of these efforts will benefit the Pasadena tourism economy, including City of Pasadena, hotels, districts, museums, cultural organizations, restaurants and retail.

## Scope of Work

Plan, develop, execute and track results for Visit Pasadena's brand advertising program.

- **Marketing and Advertising Planning:** Develop recommendations for a Marketing and Advertising Plan that supports the strategies set forth by CVB. Includes strategic direction, creative strategy, brand development and stewardship, media plan and cooperative plan.
- **Media Buy:** Buy and execute the media plan presented in the Marketing and Advertising Plan and approved by CVB. Execution includes placement, optimization, cancellations and auditing. CVB will sign all advertisement agreements/insertion orders, handle billing and payment.
- **Concept Development/Production:** Concept creative materials/campaign elements (print, online, etc.) as described in the Marketing and Advertising Plan. Once approved, produce and bring to final form the approved advertising materials to run on behalf of CVB.

## Contract Terms

The successful proposer will enter into a contract for services with Pasadena Convention & Visitors Bureau. The duration of the initial contract between Pasadena Convention & Visitors Bureau and the successful proposer is expected to begin July 1, 2017 and terminate on June 30, 2018. Pasadena Convention & Visitors Bureau reserves the right to renew its agreement prior to the end of each contract term for a total of three (3) years, providing funding is available to so do. There will be a six month review and subsequent reviews annually in each year the contract is renewed.

## Available Funds

Pasadena Convention & Visitors Bureau will initially fund this contract for **\$60,000**. This budget is based on creative production, strategy execution, media planning and placement (both offline and online), account management fees, and out-of-pocket expenses. Pasadena Convention & Visitors Bureau reserves the right to adjust both the budget and related services. The CVB advertisement spend is \$325,000 for leisure and meetings combined.



## **Proposal Guidelines and Criteria**

Award of the contract resulting from this RFP will be based on the most responsive vendor whose offer will be the most advantageous to the CVB in terms of cost, functionality, and other factors as specified in this RFP. Under no circumstances will the CVB be responsible for costs and expenses in connection with this RFP including reviewing this RFP and/or submitting a proposal.

The Pasadena Convention & Visitors Bureau reserves the right to:

- Reject any or all offers and discontinue this RFP process without obligation or liability to any potential vendor.
- The CVB reserves the right to reject any or all bids 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 Pasadena Convention & Visitors Bureau may require.
- Accept other than the lowest price offered.
- Award a contract on the basis of initial offers received, without discussions or requests for best and final offers.
- Award more than one contract.

## **Review Process**

Pasadena Convention & Visitors Bureau will form a committee to evaluate the written proposals. The committee may at any time during the evaluation seek clarification from proposers regarding any information contained within their proposal. Final scores for each proposer will reflect a consensus of the evaluation committee. The CVB may also conduct reference checks to ascertain the quality of work performed previously.

The top finalists chosen by the evaluation committee will be asked to provide oral presentations to the evaluation committee. After oral presentations, there will be a question and answer period. In addition to proposer management, key personnel performing day-to-day activities will be requested to attend.

Once agreement is reached with a proposer, staff will recommend award of a contract. The CVB reserves the right to select the firm which, in its sole judgement, best meets the needs of the CVB. Any contract resulting from this RFP, shall not be effective until approved by the chief executive officer.

## Evaluation Criteria

PCVB will use the following criteria to score each proposal:

	Criteria	Point
A.	Project Understanding	15 points
B.	Project Approach	25 points
C.	Ability to Perform/Staffing of Project	20 points
D.	Experience	20 points
E.	Best Value/Cost Effectiveness	10 points
F.	Local Pasadena Business Preference	5 points
G.	Small/Micro-Businesses Preference	5 points

**A. Project Understanding:** This criterion will be used to assign points based on how well the agency’s proposal demonstrates their understanding of the project. The consultant should be able to explain how they will accomplish each task identified in this RFP. Also, the agency should be able to identify how the overall project objectives are related to the current situation and discuss possible pitfalls with the project.

**B. Project Approach:** This criterion will be used to assign points based on project approach or methodology. The project approach should discuss issues and challenges for each task and demonstrate alternative ways that would be practical and cost effective.

**C. Ability to Perform/Staffing of Project:** This criterion will be used to assign points based on capability and availability of the project team. Points will be assigned based on qualification of staff or project team members, provided in the “Company Background and Qualifications” and “Personnel/Management” section. It is important to note how a particular staff’s expertise is related to the skills or tasks that would be required to provide the best solution and project deliverables.

**D. Experience:** Candidate has successfully completed similar projects and has the qualifications necessary to undertake this project. Prior work demonstrates innovative ideas that have engaged audiences and delivered results within a similar scope and challenges. Maximum point value will be awarded to proposers that have worked with destinations on similar scope projects within the last 5 years.

**E. Best Value/Cost Effectiveness:** This criterion will be used to assign points based on the cost-effectiveness of the proposal. The scoring will be based on the combination of cost and value. If there are two or more firms with identical or very similar cost proposal, then the firm that provides the most value-added services beyond the RFP requirements will be assigned the higher score. Conversely, if there are two or more firms with similar deliverables and additional value-added services, then the firm with the lowest cost will be assigned the higher score.

**F. Local Pasadena Business:** To receive a five (5) point preference as a local business, the proposer shall have an official business address within the City of Pasadena from the date/time that this proposal is officially released.

**G. Small and Micro-Businesses:** Small and Micro-Businesses receive a five (5) point (proposer must be certified by the State of California as a small or micro-business - <http://www.pd.dgs.ca.gov/smbus/sbcert.htm>).

## Proposal Requirements

Responses to this RFP must include the following sections and information. Proposals that are non-responsive to the requirements of this RFP shall not be included for evaluation by the selection committee.

### 1. Company Background and Qualifications

- Provide a description of the proposer's services and activities.
- Provide the year in which your company was formed.
- Note your company's history and expertise in travel and tourism advertising.
- Describe three recent and relevant projects in detail that the agency is/was engaged in and specify the agency's role.
- List the address from which the primary work on the contract would be performed and the size of agency by headcount. Additional consideration will be given to agencies based in Pasadena.
- List the number of full and part-time employees. Do not list any sub-contractors in this section.
- List all tourism-related clients for whom you have acted in the United States during the past 12 months. If there may be any conflicts of interests, please include a statement on how you will resolve any potential conflict.

### 2. Personnel/Management

- Identify those individuals on the proposer's account team who will manage the contract work. Identify specific individuals who will be conducting the day-to-day activities. Identify all personnel assigned to this account by position title. Include a description of the duties of each position title.
- Note who will be the contract manager and primary contact.
- For all individuals, please document overall experience on tourism and hospitality accounts and include current resumes and/or biographies. Provide education, experience and expertise with pertinent information demonstrating qualifications for this RFP. Include length of time with agency and length of time in any previous related positions.
- **Subcontractors:** Identify all proposed subcontractors and document which portions of service will be performed by subcontractors and their ability to perform the work. Include current resumes and/or biographies.

### 3. Scope of Work

Proposer should prove the agency's capability; describing strategies to be used and quality controls. The scope of work should demonstrate knowledge and understanding of branding and the shifting dynamics of how consumers receive and use information today.

- **Strategic planning:** Provide an inside look at how the scope of work will be executed.
- **Advertising campaign and development:** Discuss how your agency develops a holistic approach to advertising, integrating interactive and social, into the overall strategy. Discuss how your media planning has evolved based on how consumer's use information today.

- **Production/creative:** Describe how your agency manages the creative process and production.
- **Media planning and buying:** Provide us with your process in deciding where, when and how to purchase media. What analytics do you use? What is your philosophy as it relates to planning and buying media? Are there any strategies and promotional partnerships you can suggest to extend a client’s budget and exposure?
- **Social media:** PCVB currently manages its social presence in-house. The winning proposer is expected to provide the overarching social strategy and guidance on implementation.
- **Research and analytics:** Provide an overview of how you determine success. What are the analytical tools or services that you use and what type of information you plan to report back to Pasadena Convention & Visitors Bureau. How does your analytics influence future decision making.

**4. Work Plan/Schedule**

Please submit a preliminary work plan or schedule for the completion of the following project tasks based on a contract period of July 1, 2017 – June 30, 2018.

The work plan should include a schedule for completion of the following project tasks:

- Strategic planning
- Advertising campaign development
- Production/creative services
- Media planning and buying
- Promotional and strategic partnerships
- Research and Analytics

**5. Budget**

Provide an overview of how you would allocate Pasadena Convention & Visitors Bureau’s budget using percentages. These allocations will be used to demonstrate your firm’s philosophy on resource allocation and compensation. If commission or other fees are part of the media or production breakdown, proposers must list the percentage rates of those commissions and fees. Please also provide your point of view on compensation – commission, retainer, hourly fees or any hybrid approach.

**Budget Format**

The table presented below is the minimum acceptable budget format. Additional detail may be provided if applicable.

Category	% of Total Budget	Commission % or Hourly Rate
Strategic Planning		
Production/Creative		
Media Buying/Placement		



<b>Research &amp; Analytics</b>		
<b>Travel &amp; Administration</b>		
<b>Agency Fee</b>		
<b>Other</b>		
<b>TOTAL</b>		

**6. Relevant Sample Work**

**7. Signed Form: Affidavit of Non-collusion by Contractor State of California, County of Los Angeles.**

**8. Signed Form: Affidavit of Equal Opportunity Employment & Non-segregation**

**9. (Optional): Small and Micro-Businesses Certification from the State of California**

**Additional Requirements and Terms**

**Revisions**

This RFP represents the best effort of the Pasadena Convention & Visitors Bureau to document its requirements for this project. The CVB reserves the right to adjust the specifications or scope of effort stated in this RFP. In the event that any modifications are necessary, CVB will notify all vendors remaining in consideration via a written addendum to this RFP.

**Vendor’s Responsibility**

It is the vendor’s responsibility to provide a complete response to the RFP. If the vendor believes more information is necessary for a proper response, questions should be directed via e-mail to [marketing@visitpasadena.com](mailto:marketing@visitpasadena.com). In some cases, if additional information is provided to one potential vendor, similar information will be provided to other candidates receiving this RFP.

**Use of Creative Materials**

It will be expected that all creative produced and elements of the campaigns created by the selected contractor for the Pasadena Convention & Visitors Bureau during the contract period shall become the property of the CVB as will all materials, film, negatives, art, etc., as well as campaign treatments developed but not utilized. The CVB maintains the right to use any materials generated by the vendor in other CVB materials or programs generated by CVB personnel and may do so without vendor’s consent or approval. The CVB acknowledges certain legal constraints and, as such, requires universal releases for materials unless cost considerations become prohibitive such as model releases, music, photographs, etc.

**Independent Contractor Status**

All personnel assigned by the vendor to perform Services will be employees of the vendor and the vendor will pay all salaries and expenses of, and all federal, social security, unemployment taxes, and any other payroll or withholding taxes relating to such employees. The vendor will be considered, for all purposes, an independent contractor, and it will not, directly or indirectly, act as an agent, servant or employee of the Pasadena Convention & Visitors Bureau or make any commitments or incur any liabilities on behalf of the Pasadena Convention & Visitors Bureau without its prior written consent.



### **Certificate of Insurance**

Proof of insurance is not required to be submitted with your proposal, but will be required prior to the award of the contract.

### **Standard Terms and Conditions**

Prior to the award of any work hereunder, the Pasadena Convention & Visitors Bureau and the winning agency will negotiate and sign a contract. Proposers responding to this RFP are strongly advised to review all the terms and conditions of the contract.

### **Proof of Authority**

If the proposer is a corporation, formal proof of the authority of the officer signing the Proposer's proposal to bind the corporation must be submitted with said proposal. A copy of the corporate resolution or minutes can be adequate proof. A simple letter is not sufficient.

### **Withdrawal of Proposal**

Any proposer may withdraw its proposal, either personally or by telegraphic or written request at any time prior to the time set for the opening of proposals.

### **Agency 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.

### **Errors and Omissions**

Proposer and/or the Contractor shall not be allowed to take advantage of any errors in or omissions from within the Request for Proposals. Full instructions will be given if such error or omission is discovered and timely called to the attention of the CVB.

### **RFP not contractual**

Nothing contained in this Request for Proposals shall create any contractual relationship between the Proposer and the Pasadena Convention & Visitors Bureau. The CVB accepts no financial responsibility for costs incurred by any Proposer regarding this RFP.

### **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.

### **Taxes**

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

### **Warranty**

The vendor will provide an unconditional service warranty to insure that the application is error free, accessible by the community, and meets the design standards for one (1) year from the date of public release.

### **Liability**

The Pasadena Center Operating Company shall not be liable to any vendor, person or entity for any losses, expenses, costs, claims or damages of any kind: Arising out of, or by reason of, or attributable to, the vendor responding to this RFP. As a result of the use of any information, error or omission contained in this RFP document or provided during the RFP process.

## **SAMPLE CONTRACT**

### **ADVERTISING AGENCY**

#### **TERMS AND CONDITIONS OF PURCHASE ORDER ~ PASADENA CENTER OPERATING COMPANY**

1. General.
  - a) This is a government Agreement. The terms are not changed by any words added by Vendor, nor superseded because of any form used by Vendor in the course of business. Any change in terms must be agreed to by an authorized representative of the Pasadena Center Operating Company, in writing. Acceptance by the Pasadena Center Operating Company of goods, materials or services is not an acceptance of Vendor's other terms.
  - b) As used herein, "PCOC" means the Pasadena Center Operating Company and its representative who is authorized to issue this Agreement ("Agreement"). The term "Vendor" means the seller or contractor who agrees to furnish all goods and services subject to the terms and conditions of this Agreement, and includes its employees, representatives, subcontractors and agents.
  - c) This Agreement becomes valid only when duly executed or approved and when the PCOC has issued a valid Purchase Order Number. The PCOC's issuance of a Purchase Order Number is the only authorization which will be recognized by the PCOC to allow the Vendor to begin action on this Agreement and for charges to its account.
  - d) As used herein, "Agreement" means the Purchase Order Requisition, this Agreement and Purchase Order Terms and Conditions and any written documents incorporated by specific reference. This Agreement constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. In case of a conflict, these Purchase Order Terms and Conditions shall strictly prevail over the terms of any other document which is a part of this Agreement.
  - e) This Agreement is entered into in the city of Pasadena, California and governed by and construed according to the laws of the State of California.
  - f) Vendor shall comply with all Federal, State, County and City laws, ordinances, rules and regulations.
  - g) Time is strictly of the essence in this Agreement.
  - h) The PCOC's waiver of any term, condition, breach or default of this Agreement shall not be considered to be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived.
  - i) Vendor shall not assign or transfer this Agreement or any rights in this Agreement

without the prior written consent of the PCOC, which may be withheld in the PCOC's sole discretion.

- j) PCOC may terminate this Agreement, or any part thereof, for any cause or without cause upon fifteen (15) calendar days' written notice to Vendor.

2. Invoices.

- a) Each invoice under this Agreement shall contain, at a minimum, the following information: the Purchase Order Number, whether the invoice covers complete or partial delivery or performance, a specification of the good and services furnished according to the prices stipulated and in a format acceptable to the PCOC, and applicable tax as a separate line item.
- b) Vendor shall be paid upon approval of proper and acceptable invoices for material and services accepted by the PCOC.
- c) No invoice shall be issued prior to receipt and acceptance of material and services by PCOC.
- d) PCOC does not authorize and shall not pay interest charges.
- e) No invoice shall be paid prior to the submittal by Vendor of a W-9 form, Taxpayer Identification Number and Certification.

3. Inspection and Acceptance. All material ordered and all services performed are subject to final inspection and acceptance by the PCOC in its sole discretion. PCOC may reject and return at Vendor's expense all materials and articles not conforming to this Agreement. Vendor shall bear all risks as to rejected material and services after notice of rejection. PCOC shall rely on Vendor to correct, at no additional costs, all material and all services which are rejected by PCOC as not meeting applicable standards or the requirements of this Agreement.

4. **Indemnity. Vendor agrees to indemnify, hold harmless, and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law, the PCOC, its Board and each member thereof, officers, employees and representatives and the City of Pasadena ("City"), its City Council and each member thereof, and its officers, employees, commission members and representatives, from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part are claimed to result from or to arise out of the usage or operation, including the malfunctioning of, or any injury caused by, any product purchased herein, or any acts, errors or omissions, including, without limitation, professional negligence of Vendor. This agreement to indemnify includes, but is not limited to personal injury (including death at any time) and damage to property (including, without limitation, contract, tort, patent, copyright, trade secret or trademark infringement) sustained by any person or persons, corporations or Vendor.**

5. Special terms applicable to all Agreements for goods and material provided to PCOC.

- a) Vendor agrees to prepay transportation charges and to show them separately on all invoices.
  - b) Title to all material furnished under this Agreement shall pass to the PCOC on delivery and loading of material at the F.O.B. point designated in this Order.
  - c) All material listed in the Safety Orders of the California Division of Industrial Relations shall fully comply with the requirements of said Orders.
  - d) All goods, material and equipment ordered, except as otherwise noted in this Order, shall be delivered in a new and unused condition.
  - e) All vehicles and automotive equipment furnished under this Agreement/Purchase Order shall meet all requirements of the California Vehicle Code and regulations of the Federal Department of Transportation.
  - f) Vendor shall transfer to PCOC the manufacturer's warranty or guarantee for each item furnished, in full force and effect as of the day the PCOC commences operation and use of the item. Where applicable, PCOC shall be named as owner-beneficiary of such warranty or guarantee. In addition, Vendor warrants that all material and goods provided under this Order are free from defects in material and workmanship.
  - g) If there is a patent defect in material that goes uncorrected after 10 calendar days' notice, or a shorter time in the case of an emergency demanding immediate action, PCOC may make the necessary replacements or repairs and charge Vendor the total cost of labor, material, equipment and administration. The PCOC may withhold from Vendor an amount for these costs and recover any balance from Vendor.
6. Special terms applicable to all Agreements for services provided to PCOC:
- a) Proof of Insurance. Prior to performance of services, Vendor shall provide insurance certificates and endorsements to PCOC evidencing coverage required under this paragraph and indicating that PCOC will be notified no fewer than 30 days prior to any cancellation or reduction in coverage.
  - b) Insurance Requirements. Vendor shall, at its own expense, carry and maintain, during the period of performance: State required Workers' Compensation Insurance and Employer's Liability Insurance for its employees with limits of \$1,000,000, per occurrence, or evidence of self-insurance where permitted by law; Comprehensive General Liability Insurance with minimum limits of \$1,000,000 and on which PCOC, its Board Members, employees, agents and volunteers and the City, its Councilmembers, commissioners, officials, officers, employees, agents and volunteers are named as additional insureds.
  - c) Vendor shall not perform work on PCOC or City owned property until so authorized in writing by the PCOC.
  - d) Vendor is an independent contractor and not an employee or agent of the PCOC or City and shall furnish such services in its own manner and method except as required by this Agreement. Vendor's employees, subcontractors or agents shall not, under any circumstances, be considered employees of PCOC or City. Vendor has and shall retain the right to exercise full control over employment, direction, compensation and discharge over all persons engaged in performance under this Agreement. Vendor shall be solely responsible for and shall indemnify, defend and save PCOC and City harmless from all matters relating to the payment of its employees, including, but without limitation, deductions, withholding, wages, salaries,

benefits, taxes and regulations of any nature whatsoever.

7. Special additional terms applicable to all Agreements for a Public Works Project (“Project”), in addition to those set forth in paragraph 6, above:
  - a) This Project is subject to the provisions of Labor Code Sections 1720, et seq., and the requirements of Title 8 of the California Code of Regulations, Sections 16000, et seq., which govern the payment of prevailing wages, employing apprentices on public works projects and related obligations. Vendor and its subcontractors of any tier shall be governed by and required to comply with these statutes and regulations in connection with the Project.
  - b) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of this Project unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Sections 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the Agreement is awarded.
  - c) This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations
  - d) Vendor must post job site notices prescribed by regulation.
  - e) Vendor agrees to timely furnish electronic, certified payroll records for this Project directly to the Labor Commissioner and to make them available for inspection by the PCOC or City during normal business hours.
  - f) The agreement to indemnify PCOC and City set forth in paragraph 4, above, includes but is not limited to indemnity for any liability loss, suits, claims, damages, costs, judgments and expenses (including attorney’s fees and costs of litigation) which in whole or in part are claimed to result from or to arise out any failure by Vendor to meet its obligations under the provisions of Labor Code, Section 1720, et seq., and the requirements of Title 8 of the California Code of Regulations, Section 16000, et seq..
  
8. Special additional terms applicable to software licenses and software maintenance, authorized by either the PCOC or the City Department of Information Technology, and to equipment lease and equipment maintenance:

The form of software license, software maintenance, equipment lease and equipment maintenance attached to this Agreement, when approved as to form by the City Attorney, are incorporated as a part of this Agreement, are agreed to by the PCOC and City, and shall take precedence over all of the terms and conditions of this Agreement, except as to paragraphs numbered 9, 10, 11, 12, 13, and 14, inclusive.

9. Non-discrimination and Equal Employment Opportunity Practices Provisions:
  - a) Vendor certifies and represents that, during the performance of this Agreement, the Vendor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, marital status, or any other basis enumerated

in Government Code Section 12940(a). Vendor further agrees that it will not maintain any segregated facilities.

- b) Vendor shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of the contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, disability, sex, age, medical condition, marital status, or any other basis enumerated in Government Code Section 12940(a).
  - c) Vendor shall, if requested to do so by the PCOC or City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, religious creed, color, national origin, ancestry, disability, sex, age, medical condition, marital status, or any other basis enumerated in Government Code Section 12940(a).
  - d) If requested to do so by the PCOC or City, Vendor shall provide the PCOC or City with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
  - e) Vendor agrees to recruit Pasadena residents initially and to give them preference, if all other factors are equal, for any new positions which result from the performance of this Agreement and which are performed within the City.
  - f) Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
  - g) Vendor shall include these provisions in each of its subcontracts under this Agreement.
10. Business License. Vendor shall obtain any City Business License required by Pasadena Municipal Code Chapter 5.04. Consult the License Division, Department of Finance, as to license requirements, phone (626) 744-4166.
11. No conflict. Vendor hereby represents warrants and certifies that no officer or employee of the Vendor is a director, officer or employee of the PCOC or the City of Pasadena, or a member of any boards, commission or committees, except to the extent permitted by law.
12. Maintenance and Inspection of Records. The PCOC, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Vendor's records to the extent the PCOC deems necessary to insure it is receiving all money to which it is entitled under this Agreement and/or is paying the amounts to which Vendor is properly entitled to under the Agreement or for other purposes relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least 3 years after the termination of the Agreement. The Vendor shall maintain all such records in the City of Pasadena. If not, the Vendor shall, upon request, promptly deliver the records to the PCOC or reimburse the PCOC for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Pasadena, including, but not limited to, such additional (out of the City) expenses for personnel,



salaries, private auditors, travel, lodging, meals and overhead.

13. Taxpayer Protection Act. The restrictions of Article XVII, City of Pasadena Taxpayer Protection Act, of the Pasadena City Charter apply to this Agreement. If the PCOC or City public official responsible for approving said Agreement determines the amount of the order, or the cumulative amount of purchase orders granted to Vendor over any 12-month period, triggers the requirements of Article XVII, Vendor will be considered a "recipient of a public benefit." PCOC or City public officials who approve or vote to approve this "public benefit" will be prohibited from receiving gifts or other personal benefits with a value in excess of \$50, campaign contributions, or employment from Vendor for a specified period of time. A "recipient of a public benefit" includes individuals, corporations, firms, partnerships, associations or other persons or entities, as well as those individuals who have more than a 10% equity, participation or revenue interest in an entity, or who serve as trustee, director, partner or officer of the entity. At the PCOC or City's request, Vendor shall provide written disclosure of all of the foregoing interests, as applicable. Vendor's disclosure will be considered a public record.

Approved as to Form  
Pasadena City Attorney  
November 8, 2016





**AFFIDAVIT OF NON-COLLUSION BY CONTRACTOR  
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

\_\_\_\_\_, being first duly sworn deposes

and says that he/she is \_\_\_\_\_  
(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)

of \_\_\_\_\_  
(Insert name of bidder)

who submits herewith to the City of Pasadena a proposal;

That all statements of fact in such proposal are true;

That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That such proposal is genuine and not collusive or sham;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Pasadena, or of any other bidder or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of proposals, said bidder:

- a. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- b. Did not directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposal;
- c. Did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his proposal price, or of that of anyone else;
- d. Did not, directly or indirectly, submit his proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except the City of Pasadena, or to any person or persons who have a partnership or other financial interest with said bidder in his business.

I certify under penalty of perjury that the above information is correct

By: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Vendor List Questionnaire (Form AA-1)**  
**Affidavit of Equal Opportunity Employment & Non-segregation**

In order to be placed to the City’s vendor list and be eligible to receive City business, you must provide the following information except where indicated as “optional”. By submitting this form you are declaring under penalty of perjury under the laws of the State of California and the laws of the United States that the information is true and correct. Furthermore, you are certifying that your firm will adhere to equal opportunity employment practices to assure that applicants and employees are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex or age. And, your firm does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

Name of Company \_\_\_\_\_ Business Telephone \_\_\_\_\_

Address \_\_\_\_\_ Fax number \_\_\_\_\_  
(Optional)

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ E-mail Address \_\_\_\_\_  
(Optional)

Tax ID Number (or Social Security Number) \_\_\_\_\_

Remit Address (if different) \_\_\_\_\_

Please state clearly and concisely the type(s) of goods and services your company provides:

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The following section is **OPTIONAL** and is for statistical reporting purposes only. Ownership (please check all that apply):

African-American \_\_\_\_\_ Asian \_\_\_\_\_ Armenian \_\_\_\_\_ Hispanic \_\_\_\_\_  
Native American \_\_\_\_\_ Disabled \_\_\_\_\_ Female \_\_\_\_\_