



**REQUEST FOR PROPOSAL
FOR ON-CALL ELECTRICAL MAINTENANCE SERVICES
PASADENA CENTER OPERATING COMPANY (PCOC)**



**NOTICE REGARDING DISCLOSURE
OF
CONTENTS OF DOCUMENT**

All responses to this Request for Proposal (RFP) accepted by the Pasadena Center Operating Company (PCOC) shall become the exclusive property of the PCOC. At such time as the PCOC 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.



**PASADENA CENTER OPERATING COMPANY (PCOC)
ELECTRICAL MAINTENANCE SERVICES
INVITATION TO BID**

The PCOC is requesting sealed bids from qualified electrical contractors for the provision of various electrical services on an as-needed basis.

All bids shall be provided in compliance with the specifications in sealed envelopes submitted to the **Visitor Center 300 E. Green Street Pasadena, CA 91101 (Attn: Michael Ross)** prior to **5:00 p.m. on Friday, May 25th, 2018**. Interested parties must submit an original and two (2) copies of their proposals. Sealed Proposals should be boldly marked with the Bid Name - PCOC On-Call Electrical Maintenance Services. No late proposals will be accepted.

The PCOC reserves the right to reject all bids, to waive minor irregularities, or take such other actions with regard to acceptance or rejection of bids as it deems, in its sole discretion, will serve the public interest.

The specifications attached hereto detail the scope of services and contractual requirements which will be imposed. The PCOC reserves the right to make additional contract requirements in accordance with the direction of its PCOC Attorney and the successful firm shall be obligated to execute a contract that provides for those additional requirements.

Award shall be based on a best value evaluation. Criteria used for the evaluation will include: cost, responsiveness to specifications, ability to provide services, consistency with current equipment and standards, and references/previous performance.

**PCOC
ON-CALL ELECTRICAL MAINTENANCE SERVICES**

SCOPE OF SERVICES:

The work consists of furnishing all labor, equipment, tools, materials, parts, service and supervision necessary to properly provide routine and emergency electrical services on an as-needed basis and as described herein. Cost is estimated to be a maximum of \$50,000 annually.

SERVICES AND TECHNICAL REQUIREMENTS:

The successful contractor shall provide a full range of electrical services on an as-needed basis including, but not limited to:

- Diagnostic/troubleshooting and testing services
- General electrical maintenance and repair
- Generator maintenance and repair
- Underground locates
- Repair and/or replacement of parking lot lights and fixtures.
- Installation of conduit, wiring, junction boxes, fixtures and electrical equipment to repair or replace existing installations.
- New service installations
- Panel/Breaker installation/replacement
- Emergency repair work

REQUIRED EXPERIENCE / ABILITY:

An electrician providing electrical services for the PCOC shall have/be:

1. A minimum of five (5) years' experience providing electrical services of similar scope and nature in a commercial or governmental capacity.
2. Capable of performing all services required by the specifications.
3. Considerable experience with generators, various types of outdoor lighting systems, and Irrigation Pump and HVAC experience a plus.
4. C-10 Electrical Contractor License in the State of California to perform the required services (Master Electrician a plus).
5. A working knowledge of the National Electric Code (NEC) and local permitting requirements.
6. Sufficient resources to complete work in a timely and efficient manner.
7. The ability to perform emergency work after normal business hours.

COST PROPOSAL:
1. Pricing

Apprentice/Helper: is the cost per hour for one non-supervisory or apprentice personnel including all associated costs.

Master/Journeyman: is the cost per hour for one supervisory or Master/Journeyman personnel including all associated cost.

Business Hours: are considered 7:00 a.m. through 6:00 p.m., Monday through Friday.

Overtime: is the cost per hour over an 8 hour workday or 40 hour work week.

Mark up on Material ratio: is the percent added to the actual wholesale (no retail pricing will be accepted) cost of materials or special equipment rental.

Pricing	Business Hours	Overtime Hours	Minimum Qualification
Apprentice/Helper	\$ _____ Per HR	\$ _____ Per HR	
Master/Journeyman	\$ _____ Per HR	\$ _____ Per HR	
Markup on Material Cost	Mark-Up _____ %		

2. Additional Items:

1. Are there any surcharges such as fuel, disposables, etc.? Please list.
2. What is your minimum callout time that you bill for emergency and non-emergency?
3. What is your response time for an emergency call?



BIDDERS / PROPOSAL INFORMATION

Bidders Name: _____

NOTE: Bid submittals without the manual signature of an authorized agent of the Bidder shall be deemed non-responsive and ineligible for award.

CONTACT INFORMATION:

Contact Name / Title: _____

Address: _____

Office Phone Number: _____ **Cell Phone Number:** _____

EMAIL: _____

Signature: _____ **Date:** _____

VARIATIONS / EXCEPTIONS

The Bidder shall identify all variations and exceptions taken to the Invitation to Bid including, Scope of Services, Specifications, and Miscellaneous Provisions in the space provided below; provided, however, that such variations are not expressly prohibited in the bid documents. For each variation listed, reference the applicable section of the bid document. If no variations are listed here, it is understood that the Bidder's Proposal fully complies with all terms and conditions. It is further understood that such variations may be cause for determining that the Bid Proposal is non-responsive and ineligible for award:

Section _____ Variance _____

Section _____ Variance _____

Section _____ Variance _____

Section _____ Variance _____

Signature: _____ Date: _____

PROVISION OF SERVICES:

1. All work shall be provided in a professional workmanlike manner in accordance with the National Electric Code (NEC) and PCOC Code. While working *on* behalf of the PCOC, all Federal, State and Local safety rules and regulations including but not limited to OSHA and National Electric Safety Code shall be complied with.
2. The PCOC shall request an estimate of work to be performed, especially for large projects. Each request for estimate shall set forth the work to be accomplished, time to complete, and if available shall include the materials required and applicable specifications and drawings to be followed.
3. The Contractor shall provide written repair estimates for extensive repairs or emergency repairs as may be required. Estimates shall include all time and material charges. The Contractor must inform the PCOC representative of the repair estimate and request authorization to proceed. Estimates must be approved in advance by the PCOC through issuance of a purchase order.
4. Where applicable a permit for said work shall be obtained from the City of Pasadena Building Department. All work is subject to inspection and approval of the City of Pasadena Building Official or assigned inspector.

MISCELLANEOUS PROVISIONS:

1. **Term of the Agreement:** The initial term of the agreement shall be for three (3) years with an option for two (2) additional one (1) year extensions subject to the mutual consent of the Bidder and the PCOC.
2. **Local Preference:** Local Pasadena Businesses receive a 5 percent preference.
3. **Small and Micro-Business:** Small and Micro-businesses receive a 5 percent preference.
4. **Acceptance or Rejection of Bids:** The PCOC, in its sole discretion, reserves the right to accept or reject any or all proposals, part of any proposal, in the best interest of the PCOC. The PCOC reserves the right to make an award to the lowest responsive and responsible Bidder whose service meets the terms, conditions and specifications of the Bid and whose bid is considered to best serve the PCOC's interest.
5. **Bids Firm for Acceptance:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the PCOC for a period of ninety (90) days from the date of bid opening unless otherwise stated in the Bid.
6. **Emergency Repairs:**
Contractor shall be available to perform emergency repairs 24 hours per day as the need arises. Response time for emergency repairs shall be within one (1) hours of notification to Contractor by the PCOC's representative of the need for such repairs. Emergency work requested by the PCOC after normal working hours shall be billed at the After Hours Rate.

7. **PO Contract:** – Contractor agrees to all provisions in the attached PO Contract. Page 13 to 19.

8. Work Schedule:

The PCOC's normal operating hours are from 7:00 am to 6:00 pm Monday through Friday. The PCOC anticipates utilizing the selected Bidder on an as-needed basis during normal operating hours.

9. Rates:

Hourly Rates: Hourly Rates shall be inclusive of all costs with the exception of parts and shall include but not be limited to all labor, equipment, tools, vehicles, profit, overhead, employee benefits, insurance, etc. necessary to perform the required work.

Parts: Parts shall be billed at wholesale cost plus a percentage mark-up.

10. Liens:

Contractor shall promptly pay for all materials, supplies, and labor employed by it so that the property shall be free from materialmen's and mechanic's liens. At time of invoicing, Contractor shall provide PCOC with final lien releases from all subcontractors providing materials, supplies and labor related to the work.

11. Warranty:

Contractor warrants that for one (1) year from the PCOC's acceptance, the work will be free from defects in material and workmanship and that all services and material furnished shall be in accordance with the requirements of this Contract. Contractor also warrants that all material (including repair and replacement parts) will function properly for a period of one (1) year from the PCOC's acceptance and that such material will be new and of original manufacture. Upon PCOC's notice to the Contractor of any defect or nonconformance, Contractor shall within 1 day of the PCOC's notice promptly correct or re-perform, at no cost to the PCOC, any such services and material. If Contractor fails or refuses to correct or re-perform, PCOC may correct or replace with similar services and materials and charge to the Contractor the cost incurred by the PCOC.

12. Risk of Loss:

Contractor shall assume and bear all risk of damage to or failure of the work, and all risk of accidents, from whatsoever cause arising, until the work provided for herein shall have been fully completed and accepted by the PCOC.

13. Damage:

Contractor shall immediately notify the PCOC of any damage to property and/or injury to, or death of, persons which occurs in connection with or is in any way related to the work. Contractor shall furnish the PCOC a written report of any such damage as soon as possible. Contractor shall be responsible for all damages to persons or property that occur as a result of its, its employees, and/or subcontractors fault or negligence. Contractor shall repair or replace damaged property at Contractors own expense.

14. Invoicing:

Invoices shall include the Purchase Order Number, date project completed, and shall indicate separate line items for hours and parts. Terms unless otherwise indicated shall be Net 30 Days.

15. Audit / Records:

The PCOC reserves and shall have the right to examine, audit, and review any and all records relating to this Contract at any time during normal business hours upon giving reasonable notice. Contractor will maintain all reports, data, records, and correspondence related to this Contract for a period of not less than three (3) years.

EVALUATION PROCEDURES AND CRITERIA:

The evaluation process will consider the merits of the proposals by prospective vendors in line with the PCOC's stated objectives. The PCOC may also conduct reference checks to ascertain the quality of work performed previously. Those companies, who appear best suited, in the sole determination of the PCOC, may be asked to participate in an additional interview to further evaluate their qualifications. We will review proposals that are received. Proposals that are non-responsive to the requirements of this RFP shall not be included for evaluation by the selection committee.

Local Pasadena Business receive a 5% preference

Small and Micro-Businesses receive a 5% preference (proposer must be certified by the State of California as a small or micro-business -

<http://www.pd.dgs.ca.gov/smbus/sbcert.htm>

The specific criteria and point value established for this Request for Proposal is as follows (total points):

- 1. Qualification/Experience (60 points)**
- 2. Financial Specifications (30 points)**
- 3. Local Pasadena Business (5 points)**
- 4. Small and Micro Business (5 points)**

REFERENCES

Please list name of government agency or private firm(s) with whom you have done business within the past five years:

Agency/Firm Name: _____

Address: _____

City/State/Zip _____

Phone: Fax: _____

Contact: _____

Agency/Firm Name: _____

Address: _____

City/State/Zip: _____

Phone: Fax: _____

Contact: _____

Agency/Firm Name: _____

Address: _____

City/State/Zip: _____

Phone: Fax: _____

Contact: _____



BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

1. Carefully read the Service & Technical Requirement and PO CONTRACT then properly fill out all BID FORMS.
2. Fill out and sign the NON-COLLUSIVE AFFIDAVIT and VENDOR LIST QUESTIONNAIRE.
3. Sign the Bidder / Proposal Information Page. Failure to do so will result in your Bid being deemed non-responsive.
4. Fill out the REFERENCES PAGE.
5. Fill out Variation / Exception Page.
6. Clearly mark the BID NAME – **PCOC On-Call Electrical Maintenance Services** on the outside of the envelope.
7. Submit ONE (1) Original and Two (2) Photocopies of your bid.
8. Make sure your BID is submitted prior to the deadline. Late Bids will not be accepted.
9. Include proof of insurance.
10. Include copies of all licenses and certifications.
11. Include proof of Public Works Contractor (PWC) Registration

FAILURE TO PROVIDE THE REQUESTED ATTACHMENTS MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.

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 goods 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 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 _____

of _____

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 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 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 other financial interest with said bidder in his business.

I certify that 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:

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 _____