



**REQUEST FOR PROPOSAL**

**FOR**

**WEBSITE DESIGN AND DEVELOPMENT**

April 15, 2019



To All Prospective Bidders:

Pasadena Center Operating Company (PCOC) is seeking a website support and maintenance services company to deliver website support and maintenance services for its websites.

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 contract period for the Scope of Work contained within this RFP will be from approximately June 2019 to December 2019. Pasadena Center Operating Company has a budget of \$50,000 to \$60,000 with an understanding that more may be required for any recommended services or enhancements. Pasadena Center Operating Company reserves the right to adjust both the budget and related services.

Attached is an RFP for those capable of meeting minimum requirements and carrying out the Scope of Work. All responses will be carefully reviewed and evaluated based on the criteria noted in the attached document.

Notice of Intent to BID (a non-binding document), as well as any questions you may have to clarify this RFP are due to PCOC no later than 4:00 p.m., Pacific Daylight Time (PDT), May 15, 2019.

Sincerely,

Christine Susa  
Director of Marketing & Communications  
Pasadena Center Operating Company

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## REQUEST FOR PROPOSAL FOR WEBSITE MAINTENANCE AND SERVICES

**April 15, 2019**

### **Schedule and Due Dates**

The following schedule provides key events and their associated completion dates and is provided primarily for planning purposes. Pasadena Center Operating Company may modify the project timeline at its discretion.

RFP Issued	April 15, 2019
Q&A Submissions	April 26, 2019
Q&A Answers	May 1, 2019
Proposals Due	May 15, 2019

### **Deadline for RFP Questions**

The deadline to submit questions related to this RFP is April 26, 2019. All questions regarding this Request for Qualifications should be directed to:

Jessica Yeh  
Marketing Specialist  
jyeh@visitpasadena.com

The PCOC without liability, cost, or penalty, may at any time prior to or after closing time may: alter any dates in this RFP; cancel this RFP; amend or supplement this RFP; issue a new RFP for the same or similar services

### **Submission Deadline**

Parties interested in responding are asked to submit their proposal no later than 4:00 pm on May 15, 2019 via e-mail or mail, to:

Jessica Yeh, Marketing Specialist  
jyeh@visitpasadena.com  
Pasadena Center Operating Company  
Attn: Marketing and Communications Department  
300 E. Green Street  
Pasadena, CA 91101

### **Evaluation Process**

Key members of the Pasadena Center Operating Company will evaluate the written proposals. The members may at any time during the evaluation process seek clarification from proposers regarding any information contained within their proposal. The top finalists will be chosen and may be asked to provide oral presentations to the selection team.



## **About Pasadena Center Operating Company**

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 to maximize economic impact through the development of meetings, conventions, entertainment events and tourism by providing professionally managed facilities and first-class service.

## **About Pasadena Convention & Visitors Bureau**

The Pasadena Convention & Visitors Bureau (PCVB) is an independent non-profit marketing organization. Its mission is to strengthen the region's economy by marketing Pasadena a preferred destination for meetings, conventions and leisure travel. To accomplish this goal, the Pasadena Convention & Visitors Bureau promotes the city to national, state and regional meeting planners; leisure travelers; travel trade and local, national and international media.

## **RFP Purpose**

The purpose of this RFP is to seek and retain a qualified company that will provide digital and website design strategy and implementation services for [visitpasadena.com](http://visitpasadena.com), [pasadenameetings.com](http://pasadenameetings.com), [pasadenacenter.com](http://pasadenacenter.com), and [pasadenacivicauditorium.com](http://pasadenacivicauditorium.com)

1. Website Development: Development of a mobile first and responsive website capable of enhancing the performance of current and future marketing initiatives.
2. User Experience Design: The website should be responsive to the user, consistently seeking to improve user behavior and increase intent to travel while serving customized content to the user based upon input and search actions
3. Content Management System: Implementation of a robust Software-as-a-Service (SaaS) Content Management System (CMS) for the maintenance of the website.
4. Search Engine Optimization: Provide SEO services throughout the duration of the contract to improve performance based on evolving search algorithm changes.
5. Hosting, Maintenance, and Security: Provide the infrastructure to support the hosting of the website and CMS, maintain a robust security profile, and provide technical updates to the CMS and associated plug-ins.
6. Marketing Technology and Integration: smartphone app (current app), email managed through Mailchimp, CRM (currently ARES), marketing automation tools, personalization tools, 360 photography, Enable voice search (Siri, Google Assistant, etc.)

## Market Background

Pasadena is nestled at the base of the San Gabriel Mountains, our vibrant city is an oasis from the hustle and bustle of downtown Los Angeles, located a mere 10 miles away. Known as the “Crown of the Valley,” Pasadena is the northeastern gateway to all things L.A. Yet it’s very much a destination in its own right.

Equal parts classic and contemporary, Pasadena has enjoyed a long history as a thriving forward-thinking hub of art, culture, design and technological innovation. The jewels of the past have been beautifully preserved as the region has evolved into the sophisticated, modern city it is today.

Each year, the Pasadena attracts over 3.2 million visitors from all over the world who spend nearly \$500 million annually. A majority of visitors come from local drive market in California (Los Angeles, San Francisco and San Diego). Our next largest markets (MSAs) are New York, Las Vegas, Seattle, Washington DC and Chicago. Our largest international markets are China, Canada, UK, and Japan.

According to nsight, Pasadena visitors are experience seekers and bucket listers looking for leisure, culture and immersive travel experiences. They are aged 36-50, established professionals with a household income of \$200K+ and take over 6+ trips per year. They are also aged 66+ with a household income of \$100K+ and take 5+ trips per year with longer stay periods. A study by Buxton (2013) confirms these personas, 20 percent of visitors are affluent middle-aged couples and families enjoying lifestyles in metro areas. 11 percent are mature, upscale couples and singles with over HHI over \$100k.

### **VisitPasadena.com**

500,000 unique visitors annually

900,000 page views annually

57% Female, 43% Male

53% mobile, 40% desktop, 6% tablet

Current Google Analytics shows users are shoppers, travelers, lifestyle and hobby/art and theater aficionados, food and dining enthusiasts, interested in news and politics, movies, books, sports and music lovers

### **Pages with the most pageviews**

Homepage

Events Listing

Rose Parade Guide

Individual Event pages such as: Enchanted Forest of Light, AmericaFest,

Pasadena Meetings Homepage

Museums/Gardens

Transportation

Blog Post: Instagrammable Places

Play Listings

Discover Page

Itinerary Page



**[pasadenameetings.com](http://pasadenameetings.com)**

Meetings marketing is an important role for the PCVB generating over 45,000 room nights annually for local hotels and motels through meetings and conventions. Key markets include the California state association, national association (DC/MD/VA) and mid-west central association (Chicago and Dallas) markets. The website should serve as a resource for meeting planners featuring destination appeal and connect planners with destination resources.

**[pasadenacenter.com](http://pasadenacenter.com)**

The Pasadena Convention Center hosts over 300 events per year. Pasadena-center.com serves as a resource for attendees, meeting planners and exhibitors.

**[pasadenacivicauditorium.com](http://pasadenacivicauditorium.com)**

The Pasadena Civic Auditorium hosts over 60 shows and performances per year. Thepasadenacivic.com serves as a resource for attendees and event managers and promoters.

## Statement of Objectives and Requirements

Our goal in redesigning visitpasadena.com is to provide valuable information to our visitors, to bring it in line with modern web design practices and to build a firm foundation for future campaigns. We want the site to capture the culture, beauty and soul of Pasadena. We want a site that inspires visitors to choose Pasadena as their next destination. The intended audience of visitpasadena.com are leisure travelers and meeting planners in various stages of planning.

1. **Website Development:** The Pasadena Center Operating Company desires to have a website which will more effectively promote the destination and position of the Pasadena as both a major leisure destination and convention/meeting location. The website should also position visitpasadena.com as a resource for all targeted markets and provide ample information to Pasadena stakeholders (visitors, meeting planners, travel trade, local partners & stakeholders, and travel media). The goal of the website is to be an exceptional sales and resource tool that is very functional and engaging.
2. **Navigation and Information Architecture.** Recommend a new navigation and information architecture that improves usability. Determine strategy to house visitpasadena.com, pasadenameetings.com, pasadenacenter.com, pasadenacivicauditorium.com on the same platform that doesn't impede the user experience.
- **User Experience Design:** Make the site mobile first and include key landing pages as accelerated mobile pages. Deliver different content based upon where in the sales funnel a person is (tracking, pixels, etc.). Ability to create mURLs for advertising tracking. Structure data and implement schema. Enable voice search compatibility. Include accessibility/make content ADA compliant where necessary and GDPR disclaimer
3. Drive site improvements, strategy, and ongoing marketing programs through continual learning, evaluation, and improvement.
4. **Content management system.** Use a modern content management system to easily publish content. We strongly prefer an open source content management system or a robust Software-as-a-Service (SaaS) Content Management System (CMS) that can be converted to an open source CMS in the future.
5. **Conversion Optimization and Analysis:** Given the inherent synergies between the website and our marketing goals, PCOC desires to have the website built to be responsive to an evolving marketing plan, goals, and branding.

### Leisure Visitor Metrics

- Time on site
- Unique Visitors
- Number of pageviews
- Pasadena Visitor Guide downloads
- Trip planning and itinerary pageviews
- Room nights

### Meeting Planner Metrics

- Time on site
- Lead to sales phone calls

- Visit Convention Center Facility pages
  - Download Meeting Planner Guide
  - Fill out RFP
6. Analytics and strategy. Implement Google Analytics according to best practices, setup an Analytics dashboard.
  7. Search. Implement search to allow keyword searches of all public content, including PDF content, and enable visitors to filter results by industry or location.
  8. Migration: Migrate all content and blog posts from our current website to the new website. URL conversion to prevent 404, 305 errors etc.
  9. Search Engine Optimization: Provide SEO services throughout the duration of the contract to improve performance based on evolving search algorithm changes. Create a robots.txt and XML sitemap and configure Google Search Console.
  10. Hosting, Maintenance, and Security: Provide the infrastructure to support the hosting of the website and CMS, maintain a robust security profile, and provide technical updates to the CMS and associated plug-ins.
  11. Manage, maintain and update the current smartphone app to create cohesive design with new website and adapt to mobile technologies on iOS and android.
  12. Risk Management: PCOC intends to select an approach that mitigates the risk inherent in long-term website design efforts that often result in substantive redesign efforts every few years that adversely affect search engine optimization. Provide an evaluation method to demonstrate predictable return-on-investment calculus for website feature development.
  13. Documentation. Provide succinct documentation about the website as developed, including a summary of key configurations, and summaries of any custom code, plug-ins, or modules created for this project.
  14. Training. Provide training to the PCOC team that will be managing and updating the website.
  15. Launch. Successfully launch the new website and provide support for any problems that might emerge after launch.

## Hosting

Please recommend website hosting options suitable for the solution you have proposed. We prefer to contract directly with your recommended hosting provider, and prefer that your agency is not the provider of website hosting. Hosting should include:

- Hosting optimized for the CMS solution you recommend.
- 99.9% uptime (with or without an SLA).
- Development, staging and production environments.

- Use of a code repository for code tracking and deployment.
- Daily filesystem and database backups with 14-day retention.
- Uses transport layer security (TLS).
- Uses a content delivery network.
- Site speed should be <2 sec load

### Cost Summary/Detail

To assist with future budgeting efforts, please provide an overview of professional service fees which would include maintenance or changes outside the warranty period of one year. If programming fees are charged on an hourly basis for additional work outside the scope of this RFP.

### Proposal Guidelines and Specifications

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 PCOC in terms of cost, functionality, and other factors as specified in this RFP. Under no circumstances will the PCOC be responsible for your costs and expenses in connection with this RFP including reviewing this RFP and/or submitting a proposal.

The PCOC reserves the right to:

- Reject any or all offers and discontinue this RFP process without obligation or liability to any potential vendor.
- Accept other than the lowest price offered.
- Award a contract based on initial offers received, without discussions or requests for best and final offers.

This RFP and any replies to any written notifications are transmitted to the bidder solely for the purposes of the vendor's preparing and submitting a proposal. Each bidder shall keep the RFP and its contents confidential and shall return the RFP (without keeping copies) to the PCOC if the vendor elects not to submit a proposal, or upon being requested to do so by the PCOC.

Any information or materials submitted as a response to this RFP and/or as a proposal (whether successful or unsuccessful) shall become the property of the PCOC and will not be returned.

### Evaluation Criteria

A.	Overall Technical and Project Management Approach	25 points
B.	Demonstrate Ability to Support Marketing Objectives	25 points
C.	Overall Quality and Creativity of the Proposal	15 points
D.	Experience	15 points
E.	Best Value/Cost Effectiveness	10 points
F.	Local Pasadena Business Preference entitlement	5 points
G.	Small/Micro-Businesses Preference entitlement	5 points

**A. Overall Technical and Project Management Approach:** This criterion will be used to assign points based on how well the consultant's proposal demonstrates their understanding of

the project and how they would approach the needs of the Pasadena Center Operating Company.

**B. Demonstrate Ability to Support Marketing Objectives:** This criterion will be used to assign points based on how their proposal will support the stated marketing objectives of the Pasadena Center Operating Company.

**C. Overall Quality and Creativity of the Proposal:** This criterion will be used to assign points based on how the

**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. Business cases, case studies, and screenshots are highly encouraged.

**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 very 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:** To receive a five (5) point preference, the proposer must be certified by the State of California as a small or micro-business.

## Review Process

Key members of the Pasadena Center Operating Company will evaluate the written proposals. The members may at any time during the evaluation process seek clarification from proposers regarding any information contained within their proposal. The top finalists will be chosen and may be asked to provide oral presentations to the selection team. The PCOC reserves the right to invite all of the proposers for an oral interview OR only the top ranked firms based on the initial written proposal review. The interview will not alter the selection criteria but will be used to clarify issues in the proposal. The final scoring and ranking will be made after the interviews.

Once agreement is reached with a proposer, staff will recommend award of a contract. The PCOC reserves the right to select the firm which, in its sole judgement, best meets the needs of the PCOC. Any contract resulting from this RFP, if \$25,000 or more, shall not be effective until approved by the chief executive officer.

## Contents of Proposal

Responses to this RFP should include the following sections and information.

### Qualifications

- The project management team's qualification and experience.
- Listing of three recent projects that the firm was engaged in for other entities, the scope of work performed, and name title and phone number of clients to be contacted for references.
- Listing of the project's assigned team, their proposed areas of responsibility, a brief description of professional qualifications and experience in those areas.

### Project Proposal

- Detailed description of features and services
- Describe the time and resources needed from the Pasadena Center Operating Company to complete this project.
- Detail additional options (any proposed additions or variations to the solution presented)
- Describe test plan and criteria (timing/user acceptance testing and implementation)
- Project communication plan

### Quality Assurance Process and Analytics

- Describe QA process, code quality, security, source library management
- Describe 2-3 similar development engagements, implementation experiences, and challenges

### Maintenance and Support

- Support Services
- Describe the technical support processes and options available for your proposed solutions
- Outline your escalation process and typical response times
- Technical support process, resources, and service
- Upgrades and releases
- Disaster recovery
- Security
- Backup and transfer ability should contract end

### Cost Summary/Detail

- One-time professional service fees including design, initial development (custom, configuration), and implementation cost including licensing, setup, etc., for core applications and platform as well as options.
- Additional fees outside the scope of this RFP
- Monthly Service & Support for platform and applications for core and options.
- Training & Documentation

Signed Vendor List Questionnaire (Form AA-1) on [page 22](#) of this RFP.

## **Additional Requirements and Terms**

### **Revisions**

This RFP represents the best effort of the Pasadena Center Operating Company to document its requirements for this project. The PCOC reserves the right to adjust the specifications or scope of effort stated in this RFP. In the event that any modifications are necessary, PCOC 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 [csusa@visitpasadena.com](mailto:csusa@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 Center Operating Company during the contract period shall become the property of the PCOC as will all materials, film, negatives, art, etc., as well as campaign treatments developed but not utilized. The PCOC maintains the right to use any materials generated by the vendor in other PCOC materials or programs generated by PCOC personnel and may do so without vendor's consent or approval. The PCOC acknowledges certain legal constraints and, as such, requires universal releases for materials unless cost considerations become prohibitive such as model releases, music, photographs, etc.

### **Compliance**

By responding to this RFP, the vendor is providing assurance that in the performance of the service covered under this RFP it will comply with all applicable State and Federal laws and regulations.

### **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 Center Operating Company or make any commitments or incur any liabilities on behalf of the Pasadena Center Operating Company 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, city and contractor shall enter into the written contract attached herein. PROPOSERS responding to this RFP are strongly advised to review all the terms and conditions of the contract.



#### Minority and Women-Owned Businesses

The Pasadena Center Operating Company has a desire to contract with a broad range of vendors with diverse ownership. Please disclose in your response if you are a minority or women-owned business enterprise.

#### Local Preference

Additional consideration will be given to agencies based in Pasadena or that have ties or partnerships with Pasadena contractor resources.

#### 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.

#### 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.

#### Reservations

The PCOC 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 City may require

#### Errors and Omissions

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

#### RFP not contractual

Nothing contained in this Request for Proposals shall create any contractual relationship between the Proposer and the PCOC. The PCOC 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 ensure 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.



#### Work for Hire

This is a work for hire: all source code, content and keys to external sources used and required to run the application and download the application will be the property of the PCOC.

#### 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.



**ATTACHMENT 1: Sample Purchase Order Contract**

**Purchase Order Contract #**

Pasadena Center Operating Company (PCOC)  
300 E. Green Street, Pasadena, CA 91101  
Phone #: 626-793-2122  
www.pasadenacenter.com

**Vendor**

Business Name  
Address  
Contact Person Phone Fax

**Conditions**

Amount Begin Date End Date

**Vendor agrees to provide the PCOC with the following**

(Describe Materials/Services)

*The Terms and Conditions of Purchase Order Contract – Pasadena Center Operating Company (PCOC) is attached hereto and shall be part of this Purchase Order Contract. Contractor represents that it has executed a City of Pasadena-approved equal Employment Opportunity and Non-segregation Affidavit (Vendor Questionnaire Form) and provided it to PCOC.*

**Important Notice to Vendors**

*Vendors must indicate acceptance of the Terms and Conditions of Purchase Order Contract – Pasadena Center Operating Company by signing this Purchase Order Contract and the Terms and Conditions attached hereto. It is important to note, that **your contract is not valid and PCOC will not make any payments until you have signed both forms and returned them to PCOC. Failure to do so will void this Purchase Order Contract.***

[Signature line]

*Services Vendor Signature*

[Name and Date line]

*Print or Type Name*

*Date*

**All shipments, shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Failure to do so may delay payment processing.**

**Attachments/Appendices are a part of this Order.**

\_\_\_\_\_  
**Authorized PCOC Signature**

## Professional Services

### 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 Requirement, 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 submission 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, own 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 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 monies 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



**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 \_\_\_\_\_