



January 26, 2018

**NOTICE INVITING PROPOSALS FOR
EVENT MANAGEMENT SERVICES, AND EQUIPMENT RENTAL FOR
THE BEVERLY HILLS ART SHOW
ADMINISTERED BY THE CITY OF BEVERLY HILLS**

BID NO. 18-4

The City of Beverly Hills invites prospective Respondents to submit proposals for the provision of special event equipment rental and event set-up services. Proposals must be submitted in accordance with the conditions outlined in this Request for Proposals (RFP).

The RFP is being sent to prospective Respondents via e-mail at 12:00 p.m. (Pacific Standard Time) on **January 26, 2018**. Sealed proposals must be received in the Office of the City Clerk located at 455 North Rexford Drive, Room 290, Beverly Hills, California, by no later than **2:00 p.m.** (Pacific Standard Time) on Thursday, **February 15, 2018**, via mail or in-person, at which time they will be opened and publicly read. Late proposals will not be accepted, and will be returned unopened, regardless of postmark.

Prospective Respondents are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. All proposals must be in writing and must contain an original signature by an authorized officer of the submitting contractor. Electronic proposals (i.e., telephone, fax, e-mail, etc.) are not acceptable.

All inquiries and comments concerning the RFP must be directed to the primary contact, Cindy Brynan, for response, and sent via e-mail to: cbrynan2@beverlyhills.org. To ensure a timely response, please copy the secondary contact, Kristin Buhagiar (kbuhagiar@beverlyhills.org) on all inquiries.

Any inquiry should state the question only, without additional information. Only substantive inquiries will receive a response. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City. Inquiries received via telephone, fax, or in-person will not receive a response.

Respondents to the RFP must submit two (2) copies of their proposal in a sealed envelope.

The envelope should be clearly marked as follows:

Proposal for Event Management Services and Equipment Rental for The Beverly Hills Art Show

Bid No. 18-4

Attention: Cindy Brynan or Kristin Buhagiar

c/o Office of the City Clerk, Room 290

455 N. Rexford Drive

Beverly Hills, CA 90210

REQUEST FOR PROPOSALS
FOR EVENT MANAGEMENT SERVICES AND EQUIPMENT RENTAL FOR THE BEVERLY HILLS ART SHOW

Date of Request: January 26, 2018

**Last Time to Submit Bid (in person only, to City Hall, City Clerk's Office):
Thursday, February 15, 2018 at 2 p.m.**

Bid Number: 18-4

Item Description: The City of Beverly Hills is accepting proposals from qualified companies for event management services and equipment rentals and set-ups of the Beverly Hills Art Show administered by the Community Services Department.

Question Period: Wednesday, January 26, 2018 @ 4:00 p.m. through Monday, February 5, 2018 @ 4:00 p.m. (Pacific Standard Time). All inquiries must be received via email during this period. Emails must be sent to: cbrynan2@beverlyhills.org; and kbuahagiar@beverlyhills.org should be copied.

All substantive inquiries will be answered in a weekly comprehensive document which will be sent via e-mail to all potential Respondents, and posted on the City's website.

Only substantive inquiries will receive a response. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City. Inquiries received via telephone, fax, or in-person will not receive a response.

All substantive inquiries will be answered in weekly comprehensive bid addenda dated **Wednesday, February 7, 2018**, by 5 p.m. each day, unless no questions are received during the prior week, which will be sent via e-mail to the City's list of potential respondents, and posted on the City's website.

Responses to substantive questions will be posted and emailed to prospective bidders in the form of Bid Addenda on at least a weekly basis.

To be added to the email list to receive Bid Addenda, please send a request with the Subject: "PLEASE ADD TO EMAIL LIST FOR BID # 18-4."

All emails must be sent to both: cbrynan2@beverlyhills.org, and kbuahagiar@beverlyhills.org

Open Date: Thursday, February 15, 2018 at 2 pm. (Pacific Standard Time)

Evaluation Period: Thursday, February 15 through Thursday, February 22, 2018

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SECTION 1: MINIMUM QUALIFICATIONS

1-1. Respondents must have been in the business of providing event management expertise similar to those detailed in this RFP, specifically in Exhibit A, which is the Scope of Work, for at least five (5) years.

1-2. Respondents must have experience managing and providing set-up services for large, public special events (servicing 10,000 or more attendees).

1-3. Respondents must provide complete proposals.

1-4. Respondents' proposals must be valid for not less than one hundred eighty (180) days after the Open Date.

SECTION 2: GUIDELINES & GENERAL INFORMATION

2-1. Proposals may be withdrawn at any time prior to the Open Date. No proposal may be withdrawn after the Open Date.

2-2. Respondents are advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a proposal, Respondent represents and warrants that it has thoroughly examined and become familiar with work required under this RFP, that Respondent has conducted such additional investigation as it deems necessary and convenient, that Respondent is capable of providing the services requested by City in a manner that meets City's objectives and specifications as outlined in this RFP, and that Respondent has reviewed and inspected all materials submitted in response to this RFP. Once the award has been made, a failure to have read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for contractor to request additional compensation.

2-3. The Respondent selected for the contract will be responsible for complying with all conditions of this RFP and any subsequent formal agreements. All responses provided should be as detailed as possible to provide the evaluators with enough information to make a fair assessment of the Respondent's services.

2-4. Each Respondent shall submit, in full, the completed original bid form along with all other requested documentation, and all necessary descriptive materials of work Respondent proposes to furnish. Respondent's failure to duly and adequately respond to this RFP will render the proposal non-responsive and is grounds for rejection by the City.

2-5. Every supplier of materials and services and all contractors doing business with the City shall be an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code and Federal Executive Order #11375, and as such shall not discriminate against any person by race, creed, color, religion, age, sex, or physical or mental disabilities with respect to hiring, application for employment, tenure, terms or conditions of employment.

2-6. The Respondent selected for the contract shall cooperate in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue the use tax, when applicable, and report the use tax to the State Board of Equalization with a City assigned permit number. The City's own use tax which is self-accrued by the City will be remitted to the State of California pursuant to the City's permit with the

State Board of Equalization.

SECTION 3: INSURANCE AND INDEMNIFICATION REQUIREMENTS

3-1. The Respondent selected ("Contractor") shall at all times during the term of the resulting Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Contractor.

3-2. Contractor shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the services required by the Agreement.

3-3. Contractor agrees to maintain in force at all times during the performance of work under the Agreement workers' compensation insurance as required by law. A waiver of subrogation must be provided within or accompany this policy.

3-4. Contractor shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of the Agreement. A waiver of subrogation must be provided within or accompany this policy.

3-5. The policy or policies required by the Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best's Insurance Guide. A waiver of subrogation must be provided within or accompany this policy.

3-6. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate the Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Respondent's expense, the premium thereon.

3-7. At all times during the term of the Agreement, Contractor shall maintain on file with the City Clerk a certificate or certificates of insurance on a form satisfactory to the City Attorney and Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Contractor shall, prior to commencement of work under the Agreement, file with the City Clerk such certificate or certificates.

3-8. The policies of insurance required by the Agreement shall contain an endorsement naming the City and City's elected officials, officers and employees as additional insureds. Contractor shall provide City with thirty (30) days prior written notice if the required policies will be canceled or reduced. All of the policies required under the Agreement shall specifically state that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in the Agreement.

3-9. The insurance provided by Contractor shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Contractor's insurance and shall not contribute with it. The policies of insurance required by the Agreement shall include provisions for waiver of subrogation. The Contractor hereby waives all rights of subrogation against City.

3-10. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

3-11 The insurance coverage amounts required under the Agreement do not limit City's right to recover against Contractor and its insurance carriers.

3-12. Contractor agrees to indemnify, hold harmless and defend the City of Beverly Hills, the City Council and each member thereof, and every officer, employee and agent of the City from any liability or financial loss (including without limitation, attorney's fees and costs) arising out of the acts or omissions of Contractor, its employees, agents, representatives, and/or subcontractors, whether intentional, reckless, negligent, or otherwise wrongful, in the performance of this Agreement.

(Note: Proof of insurance need not be submitted with the proposal, but must be provided before the City can award the contract.)

SECTION 4: BACKGROUND INFORMATION AND REQUIREMENTS

4-1. The City is seeking a highly skilled Special Events Management Company (selected Contractor) to provide event management expertise similar to that which is detailed in this RFP, specifically in Exhibit A, which is the Scope of Work.

4-2. In the event of rain, natural, or man-made disaster, City may cancel selected Contractor's services up to four (4) hours prior to the time the City requires selected Contractor's services at no additional cost to City. City may reschedule the Events at its discretion.

SECTION 5: FORMAT OF RESPONSE / PROPOSAL

(Label and include the following sections/subsections in the proposal. Number each page individually and provide a table of contents.)

5-1. Companies interested in responding should submit a packet including:

5-1.1 Bid Form

5-1.2 Respondent Description. A description of the Respondent, including the organization's experience and history providing Equipment Rental and Equipment, and setting up and breaking down large-scale public events.

5-1.3 References. Provide a listing of relevant professional references, including contact information, on the Bid Form.

5-1.4 Additional Materials. Include any additional materials that may be relevant to a determination of suitability for the engagement.

5-1.5 Draft Agreement. Carefully review the attached draft agreement and note in your proposal any terms or conditions to which you would like to propose modifications. Detail the proposed modification.

PART 6: ACCEPTANCE OF PROPOSAL

6-1. The City reserves the right to accept or reject any and all bids and reserves the right to waive technicalities where such action best serves the interest of the City.

6-2. The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The City reserves the right to award the contract in any manner it deems to be in the best interest of the City.

BID FORM

(Must be completed by Respondent)

The undersigned proposes to furnish all services set forth herein, subject to all conditions outlined in the RFP, at the rate indicated below:

PAYMENT TERMS: Net 30 Days

EXCEPTIONS / DEVIATIONS FROM RFP:

CONTRACTOR NAME: _____

ADDRESS: _____

TELEPHONE: _____ E-MAIL: _____

SUBMITTED BY: _____
Name Title

Signature



**CITY OF BEVERLY HILLS
 VENDOR QUOTATION/BID REPORT
 for Rental and Set-Up of Special Events
 for the Community Services Department**

Please fill out and complete ALL information.

Vendor Name	
Vendor Phone	
Vendor Fax	
Vendor Email	
Quoted By (complete name)	
Date	
Quote Expiration Date – must be valid for not less than one hundred eighty (180) days	
Reference 1 (Name, Phone #, and email address of client)	
Reference 2 (Name, Phone #, and email address of client)	
Reference 3 (Name, Phone #, and email address of client)	
Amount of General Liability Insurance Carried, Per Incident	
Amount of Automobile Insurance Carried, Per Incident	
Does Vendor carry Workers' Compensation Insurance for all employees, sufficient to cover State of California legal requirement?	
For how many years has Vendor been in the business of providing rental equipment for customers, including transporting, setting up and breaking down equipment?	# of years:

General Note: The events and the items listed below generally encompass the rental requirements for each City event and the rental items needed for each event. Additional events may be added or additional items may be requested from the Vendor who is awarded the Bid. Conversely, some events may not be held (although this is very unlikely), or some items may not be requested from the Vendor.



**CITY OF BEVERLY HILLS
VENDOR QUOTATION/BID REPORT
for Rental and Set-Up of Special Events
for the Community Services Department**

Please be as complete as possible in completing form. **However**, you are not required to bid on all events or all items in order to obtain work with the Community Services Department.

If not bidding on an item, briefly explain why not.

MAJOR EVENTS	Item Specification (In detail)	Qty	Unit	Unit Price	Total	No. of Workers (for Labor)
EVENT 1 & 2 - Spring Art Show / Fall Art Show BEVERLY GARDENS PARK - Santa Monica Blvd. & Beverly Drive Beverly Hills, CA 90210 Both Events utilize same equipment and set-up.	These 2 events are 2-day, all-day events, held on Sat. & Sun., on 3 rd weekend in May and on 3 rd weekend in October – May 19 & 20, 2018 and October 20 & 21, 2018 -10 a.m. to 5 p.m. in fall -10 a.m. to 6 p.m. in spring - wine, beer & hors d'oeuvres reception 5:30 to 7 p.m. in fall, 6:30 to 8 p.m. in spring, at show site or possibly another site Allowable set-up times for all items for events 1 or 2: Thurs. - 8 a.m. to 6 p.m. Fri. - 8 a.m. to 6 p.m. Allowable breakdown times: Sunday – 5 or 6 p.m. to 9 p.m. Monday - 8 a.m. to 4 p.m. *Note: the events take place on a total of four park blocks - most items are set up on three of the blocks.					
	1) A minimum of 2 project management staff from Event Company to meet with lead City Staff – including a minimum of 3 onsite meetings & 5 weekly conference call meetings					
	2) Development and administration of 2 rental packages - 1 for artist/sponsors and 1 for City staff. Rental forms/paperwork for City staff to be user-friendly as defined by City staff: chronologically aligned with set-up process on site and divided very clearly into various show site areas.					



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	<p>3) Event Company to independently provide set-ups for up to 60 artists / vendors / sponsors, including: up to 60 10 X 10 "pop-up" tents, attractive wall units that can be used for hanging, umbrellas, materials to wrap booths at night, tables, and chairs</p> <p>Direct coordination with individual artists / vendors / sponsors, including:</p> <ul style="list-style-type: none"> a. providing rental package to all artists and sponsors b. taking payments from artists / vendors c. coordinating any other related tasks for this aspect of event. 			bill directly to artists / vendors	bill directly to artists / vendors	
	<p>4) Development of Timelines for all aspects of Event Set-Up and Breakdown, and other Event preparation items.</p>					
	<p>5) Directly coordinate with Wine and Beer Garden Catering Company: this includes oversight of all aspects of Set-Up, Breakdown and Catering Company's operation of the Beer & Wine Garden venues throughout the weekend. It also includes management of all Permits and Agreements with the Wine & Beer Garden Vendor. Contractor may directly contract with Catering Company.</p>					
	<p>4) 10' X 10' canopies/tents, "festival-peaked", white, staked</p>	8	tent			
	<p>5) pipe and drape, to cover 3 sides of 10' X 10' canopy/tents (each of 3 sides is 10' wide x about 8' tall)</p>	8	tent			



**CITY OF BEVERLY HILLS
 VENDOR QUOTATION/BID REPORT
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 for the Community Services Department**

	6) tent, hunter green top, 15' X 15', no sidewalls, approx. 10' tall, staked	1	tent			
	7) velon drapes for 4 legs of hunter green tent – green velon		4 canopy legs			
	8) round or octagonal tent – 20' diameter, 10' legs, no sidewalls, staked	1	tent			
	9) picnic tables, pale wood, 6' long, with 2 wood benches (one for each side of table)	20	table + two benches per table			
	10) solid wood, dark, tables, 8' X 4' for casual but upscale look	20	table			
	11) solid wood, dark, rectangular bench, 2' X 8', no back	40	bench			
	12) umbrellas, colored – colors vary from show to show, 9' diam., sturdy bases	35	ea			
	13) high-quality green astroturf	960	sq. ft.			
	Items for Wine Garden and Beer Garden (both enclosed by fencing) for EVENT 1 / EVENT 2					
	14) cushions, white, 2' X 8', to cover wood benches	12	cushion			
	15) solid wood, dark, high-top stand-up cocktail tables, approx. 2' X 2' X 42" tall	12	table			
	16) solid wood, dark ottomans, wood, 2' x 4'	22	bench / ottoman			



**CITY OF BEVERLY HILLS
 VENDOR QUOTATION/BID REPORT
 for Rental and Set-Up of Special Events
 for the Community Services Department**

	17) 36" round tables, approx. 42" tall	12	table			
	18) table cloths for 36" round tables	12	table-cloth			
	19) chiavari-style bar stools or similar	18	stool			
	20) chiavari-style cushions or similar for bar stools	18	cushion			
	21) dark wood rail fence – split rail or crossing rails - total length of fence required is approx. 198'					
	22) picket fence, white – pieces about 40" tall, by 6' long, total needed length of fence is approx. 160'					
LABOR CHARGES – BH Art Show						
<p>Please note schedule for each event set-up and breakdown time. If your company charges a different rate based on the given schedule, (i.e. Sunday or at other times), please indicate this rate in the Other labor line regarding labor charges. If using Other labor, please leave Standard labor line blank.</p> <p><i>Please note that vendor must provide a labor supervisor or very experienced lead worker for the entire set-up and breakdown of this event.</i></p>						
SET-UP LABOR	24) Standard labor charge on set up of items for art show, to be completed during allowed set-up times (Thurs. Fri. - day time – touch-ups on Sat. a.m.)	1	Standard labor charge			# of Workers:



**CITY OF BEVERLY HILLS
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 for the Community Services Department**

	25) Other labor charge (overtime or similar rate) on set up of items for art show, to be completed during allowed set-up time (Thurs., Fri. -daytime – touch-ups on Sat a.m.)	1	Other labor charge			# of Workers:
BREAKDOWN LABOR	26) Standard labor charge on breakdown of items for art show wine and beer gardens – if not included in above labor charge, to be completed during allowed breakdown times (Sun. night, Monday daytime)	1	Standard labor charge			# of Workers:
	27) Other labor charge (overtime or similar rate) on breakdown of items for art show wine and beer gardens – if not included in above labor charge, to be completed during allowed breakdown times (Sun. night, Monday daytime)	1	Other labor charge			# of Workers:
<u>Please write in any other general costs for set-up, breakdown, or other associated costs for EVENT 1 & EVENT 2 - Spring Art Show & Fall Art Show</u>						
					Subtotal:	
					*Tax:	
					Estimated Freight:	



**CITY OF BEVERLY HILLS
VENDOR QUOTATION/BID REPORT
for Rental and Set-Up of Special Events
for the Community Services Department**

					Total for all events & items:	
--	--	--	--	--	--	--

Note: ***Check current LA County Sales Tax**
Don't forget to check for freight charges

1/26/18 11:27 AM T-Vendor quote

SAMPLE AGREEMENT:

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND CONTRACTOR FOR PROVISION OF EVENT
MANAGEMENT AS DETAILED ON THE ACCOMPANYING
BID SHEET

NAME OF CONTRACTOR:	Contractor Name
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Name, Title
CONTRACTOR'S ADDRESS:	Address City, State, Zip
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210
EIN/Tax ID No.:	
COMMENCEMENT DATE:	TBD
TERMINATION DATE:	June 30, 2019, unless extended per section 2 of the Agreement
CONSIDERATION:	FY 17-18: TBD FY 18-19: TBD

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND CONTRACTOR FOR PROVISION OF RENTAL
EQUIPMENT AND SET-UP SERVICES FOR CITY
SPECIAL EVENTS

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "City"), and Contractor, (hereinafter called "Contractor").

RECITALS

A. City desires to have certain services provided as set forth in Exhibit A, attached hereto and incorporated herein by this reference (the "Services").

B. Contractor represents that it is qualified and able to perform the Services in accordance with the terms set forth herein.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. **Contractor's Scope of Work.**

Contractor shall perform the Scope of Work described in Exhibit A in a manner satisfactory to City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. City shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by Contractor must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. **Time of Performance.**

This Agreement shall commence upon a notice to proceed, and shall terminate on the Termination Date set forth above, unless sooner terminated pursuant to Section 12 of this Agreement. Contractor shall commence its services under this Agreement upon the Commencement Date or upon a receipt of a written notice to proceed from City. Contractor shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee. The City Manager or his designee may extend the time of performance in writing for three additional one-year terms or such other term not to exceed three years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. **Compensation.**

- (a) Compensation and Expenses. City agrees to compensate Contractor, and Contractor agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of Contractor's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable).

- (b) Additional Services. City may from time to time require Contractor to perform additional services. Such requests for additional services shall be made by City in writing and agreed upon by both parties in writing.

Section 4. Method of Payment.

Unless otherwise provided for herein, Contractor shall submit to City a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall pay Contractor said Consideration in accordance with the schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor.

Contractor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as herein set forth. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

Section 6. Assignment.

This Agreement shall not be assigned in whole or in part, by Contractor, without the written approval of City. Any attempt by Contractor to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s).

- (a) Contractor's Responsible Principal.

The Responsible Principal set forth above shall be principally responsible for Contractor's obligations under this Agreement and shall serve as principal liaison between City and Contractor. Designation of another Responsible Principal by Contractor shall not be made without the prior written consent of City.

- (b) City's Responsible Principal.

The City Manager or his designee shall represent City in the implementation of this Agreement.

Section 8. Personnel.

Contractor represents that it has, or shall secure at its own expense, all personnel required to perform Contractor's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of Contractor.

Contractor affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Contractor.

Section 11. **Insurance.**

(a) Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Contractor.

(2) a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the services required by this Agreement.

(3) Contractor agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(b) Contractor shall require each of its sub-contractors or subcontractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best's Insurance Guide.

(d) Contractor agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

(e) At all times during the term of this Agreement, Contractor shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. Contractor shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the City as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by Contractor shall be primary to any coverage available to City. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

(h) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Contractor shall either reduce or eliminate the deductibles or self-insured

retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

(i) The insurance coverage amounts required under the Agreement do not limit City's right to recover against Contractor and its insurance carriers.

Section 12. **Indemnification**

Contractor agrees to indemnify, hold harmless and defend the City of Beverly Hills, the City Council and each member thereof, and every officer, employee and agent of the City from any liability or financial loss (including without limitation, attorneys' fees and costs) arising out of the acts or omissions of Contractor, its employees, agents, representatives, and/or subcontractors, whether intentional, reckless, negligent, or otherwise wrongful, in the performance of this Agreement.

Section 13. **Termination.**

(a) City may cancel this Agreement, with or without cause, at any time upon five (5) days written notice to Contractor. Contractor agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Contractor, Contractor shall be paid full compensation for all services performed by Contractor, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, Contractor shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid Contractor for the full performance of the services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

Section 14. **City's Responsibility.**

City shall provide Contractor with all pertinent data, documents, and other requested information as is available for the proper performance of Contractor's Scope of Services.

Section 15. **Information and Documents.**

All data, information, documents and drawings prepared for City and required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the work submitted by Contractor and compensated by City pursuant to this Agreement as City deems appropriate.

Section 16. **Records and Inspections.**

Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 5 years. City shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. **Notice.**

Any notice required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during regular business hours; or (b) on the second

business day following deposit in the United States mail, postage prepaid, to the addresses set forth above or to such other addresses as the parties may designate in writing.

Section 18. **Attorney's Fees.**

In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 19. **Precedence.**

In case of conflict between any of the Exhibits attached hereto and the terms of this Agreement, this Agreement shall take precedence over the Exhibits.

Section 20. **Entire Agreement.**

This Agreement represents the entire integrated agreement between City and Contractor, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Contractor.

Section 21. **Governing Law.**

The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. **No Third Party Beneficiaries.**

This Agreement and the obligations hereunder are not intended to benefit any party other than City and Contractor, except as expressly provided otherwise herein. No entity not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

Section 23. **Severability.**

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

EXECUTED the _____ day of _____ 20____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

LILI BOSSE
Mayor of the City of
Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

CONTRACTOR NAME:

NAME
Title

NAME
Title

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

NANCY HUNT-COFFEY
Director of Community Services

SHARON L'HEUREUX DREXEL
Risk Manager

EXHIBIT A

SCOPE OF WORK

Contractor, under general oversight by City special event staff, shall provide event management for the Beverly Hills Art Show (or Event), including creating timelines, overseeing the rental equipment process, managing booths and Event layout, coordinating logistics, holding meetings with City staff and managing the wine and beer gardens. More details on each of these items is outlined below.

Timelines

- Creation and continuous updating of two timelines detailing meetings and deadline dates for all equipment, set-up, and related aspects of the Beverly Hills Art Show in coordination with City Staff.
- 5-month timeline will include deadlines for artists, vendors, non-profit participants, sponsors, food trucks, beer and wine gardens proprietors, and event staff, as well as other City Staff who support the Event. 5-month timeline will also include dates of all major Event meetings.
- 2-week timeline will track all deadlines for Event set-up, including maintenance deadlines, to prepare Event site. Coordinate meetings with onsite vendors and support staff (i.e. Parks Division, Irrigation support workers, Electrical support, Public Works, Police Department, Fire Department and other City staff as needed).

Rental Equipment Process, Booth Management and Event Layout

- Manage artists, sponsors and vendors in the rental equipment process, as well as set-up and details of booths and locations.
- Create forms that can be individually tailored for different event participants (approximately 50 artists, 10 sponsors and any vendors or non-profit participants as needed). Forms to include "equipment order form" detailing all possible equipment that Contractor may rent directly to or provide independently to artists, sponsors, vendors. Deadline dates for submission of forms, changes, and payments to be included with forms. Contractor is required to track all vendor paperwork related to equipment / booth space.
- Provide diagrams of individual set-ups are to be provided to artists, sponsors, and vendors for their booth space, as needed.
- Respond to all phone call and email queries from artists, sponsors, and vendors in regard to equipment, set-up, space, size and location concerns.
- Coordinate with City Staff by providing weekly updates in the form of emails and/or excel documents. City staff will assist Contractor with all questions regarding individual layouts, entire Event layout, and Event rules pertaining to different groups who will be setting up, renting, or using equipment on site.
- Provide a final, legible, user-friendly form or forms to City Staff , detailing timing, location and equipment distribution at the Event site.
- Provide all needed rental equipment to City for the Event.

- Work with City staff to produce final diagrams of the entire Event layout, including placement of all equipment. This shall include both equipment provided by Contractor to City and to individual vendors, and City equipment which will also be distributed throughout the Event site.

Logistics and other duties

- Assist City staff in supervising throughout the duration of the Event, including set-up dates, Event dates, and breakdown dates. This includes troubleshooting of logistical issues with City Staff.
- Monitor the Event site for safety and compliance with Event rules and City laws.
- Implement superior customer service skills in order to foster a friendly and welcoming environment for all participants and the public.
- Resolve problems quickly, as they arise on the Event site.
- Read City special event maps/diagrams.

City-staff Meetings

- Contractor will participate in ongoing weekly meetings with City special event staff prior to the Event
- A minimum of one post-Event wrap-up meeting with City staff will be required.

Wine and Beer Gardens

- Contractor shall directly oversee and coordinate the Wine and Beer Gardens caterer at the Event.
- Selection of the caterer (subject to City's prior written approval).
- Set-up and breakdown equipment and needs.
- All necessary agreements and permits as required by Contractor and government agencies (such as the County Health Department and the City's Fire Department).

Cancellation Policy/Rain

- In the event of rain, natural, or man-made disaster, City may cancel Contractor's services up to four (4) hours prior to the time the City requires Contractor's services at no additional cost to City. City may reschedule this Event at its discretion.

**EXHIBIT B
RATES AND PAYMENT**

a) City shall compensate Contractor in an amount not to exceed \$ _____ at the rates set forth in Attachment 1 to this Exhibit.

b) Contractor shall submit a monthly itemized statement to City for its services performed for the prior month, which shall include documentation setting forth, in detail, a description of the services rendered and the hours of service. City shall pay Contractor all undisputed amounts of such billing within thirty (30) days of receipt of the same.

**ATTACHMENT 1
TO EXHIBIT B**