



December 12, 2016

**NOTICE INVITING PROPOSALS FOR
EQUIPMENT RENTAL AND SET-UP SERVICES FOR SPECIAL EVENTS
ADMINISTERED BY THE CITY OF BEVERLY HILLS**

BID NO. 16-39

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 4:00 p.m. (Pacific Standard Time) on **December 12, 2016**. 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 **January 5, 2016**, 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, Karen Fitch McLean (kmclean@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 Special Events Equipment Rental and Set-up Services:
Bid No. 16-39
Attention: Cindy Brynan or Karen McLean
c/o Office of the City Clerk, Room 290
455 N. Rexford Drive
Beverly Hills, CA 90210**

**REQUEST FOR PROPOSALS
FOR EQUIPMENT RENTAL AND SET-UP SERVICES FOR SPECIAL EVENTS**

Date of Request: December 12, 2016

Bid Number: 16-39

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

Question Period: Monday, December 12, 2016 @ 4:00 p.m. through Thursday, December 29, 2016 @ 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; copy to kmclean@beverlyhills.org.

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 comprehensive bid addenda dated **Thursday, December 15, 2016** and **Friday, December 30, 2017** 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 #16-39"

All emails must be sent to both: kmclean@beverlyhills.org, copy to cbrynan2@beverlyhills.org.

Open Date: Thursday, January 5, 2016 at 2 pm. (Pacific Standard Time)
Office of the City Clerk, Room 290
455 N. Rexford Drive
Beverly Hills, CA 90210

Evaluation Period: Friday, January 6 through Friday, January 13, 2017 *(tentative)*

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SECTION 1: MINIMUM QUALIFICATIONS

1-1. Respondents must have been in the business of providing equipment rental and set-up services for special events similar to those detailed in this RFP for at least five (5) years.

1-2. The City requires that the Respondent(s) possess a working knowledge of setting up large and small public special events.

1-3. Respondents must have experience providing set-up services for large special events (servicing 1000 or more attendees).

1-4. Respondents must provide complete proposals.

1-5. 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. Respondents' 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.

3-4. Contractor shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of the Agreement.

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 B+;VII in the latest edition of Best's Insurance Guide.

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. All of the policies required under the 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 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. 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.

(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. City is seeking a highly skilled Special Events Company Contractor to provide (rent to the City) and deliver Special Event equipment, as requested and approved by City staff, for several annual City Special Events and other City Special Events as required by the City. The Contractor must also be able to provide skilled labor and oversight for complete set-up and break-down services, at each event, of all rented equipment. At some events, ability to set-up and break down City-owned equipment, as specified in the Bid Form, will also be required, in addition to equipment rented from the contractor. Ability to read City special event maps/diagrams is required.

4-2. In general, the City's large Special Events are as follows: one annual car show to be held at Greystone Estate, one annual spring art show to be held on four blocks of Beverly Gardens, and one annual fall art show to be held on four blocks of Beverly Gardens. Smaller Events will also require the setting up of rented equipment. The City will require assistance and rental items in a timely manner, for both these events and the events which are of a smaller scale.

4-3. 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 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.



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LARGE EVENTS (3 per year)						
MAJOR EVENTS	Item Specification (In detail)	Qty	Unit	Unit Price	Total	No. of Workers (for Labor)
EVENT 1 or EVENT 2 - Spring Art Show or 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 -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 across street at the Paley Center 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) 10' X 10' canopies/tents, "festival- peaked", white canopies, staked	8	tent			
	2) pipe and drape, to cover 3 sides of 10' X 10' canopy/tents (each of 3 sides is 10' wide x about 8' tall)	8	tent			
	3) tent, hunter green top, 15' X 15', no sidewalls, approx. 10' tall, staked	1	tent			
	4) velon drapes for 4 legs of hunter green tent – green velon					
	5) round or octagonal tent – 20' diameter, 10' legs, no sidewalls, staked	1	tent			



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	6) velon drapes for 8 legs of octagonal tent – white velon	8	ea.			
	7) picnic tables, wood, 6' long, with 2 wood benches (one for each side of table)	20	table + two benches per table			
	8) Amalfi-style wood tables, 8' X 4' for casual dining	20	table			
	9) Labor on set-up of above items for art show, to be completed during allowed set-up time.	1	labor			# of Workers:
	10) Labor on break down of above items for art show – if not included in above labor charge, to be completed during allowed breakdown time.	1	labor			# of Workers:
Items for Wine Garden and Beer Garden (enclosed by fencing) for EVENT 1 or EVENT 2						
	11) Amalfi-style rectangular wood bench, 2' X 8', no back	12	bench			
	12) cushions, white, to cover wood benches	12	cushion			
	13) Amalfi-style high-top stand-up cocktail tables, wood, square, approx. 42" tall	12	table			
	14) Amalfi-style benches / ottomans, wood, 2' x 4'	22	bench / ottoman			
	15) 36" round tables, approx. 42" tall	12	table			



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	16) table cloths for 36" round tables	12	table-cloth			
	17) Chiavari bar stools or similar	18	stool			
	18) Chiavari cushions or similar for bar stools	18	cushion			
	19) Amalfi-style open wood fence – pieces about 6' long by 40" tall, total length of fence required is approx. 198'	33	ea.			
	20) Picket fence, white – pieces about 40" tall, by 6' long, total needed length of fence is approx. 150'	25	ea.			
	21) Labor on set up of items for art show wine and beer gardens, to be completed during allowed set-up time.	1	labor			# of Workers:
	22) Labor on break down of items for art show wine and beer gardens – if not included in above labor charge, to be completed during allowed breakdown times.	1	labor			# of Workers:
	23) ABILITY TO PROVIDE SET-UPS FOR UP TO 60 INDIVIDUAL ARTISTS INCLUDING: OVERHEAD/TENT, ATTRACTIVE WALL UNITS FROM WHICH LARGE PAINTINGS CAN BE HUNG, MATERIALS TO ENCLOSE/WRAP BOOTH WHEN NOT IN USE, TABLES, CHAIRS. COORDINATION WITH INDIVIDUAL ARTISTS IS REQUIRED.				NO PRICING REQUIRED FOR THIS PART OF BID – JUST ABILITY OF VENDOR TO PROVIDE THESE SET-UPS	



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<p>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</p>							
<p>EVENT 3 – Concours Car Show & Concours Gala</p> <p>Show: GREYSTONE PARK (905 Loma Vista Drive, Beverly Hills, CA 90210) Gala: BEVERLY CANON GARDENS (241 N. Canon Dr., Beverly Hills, CA 90210)</p>	<p>The Concours Car Show takes place on 1st Sunday in May, from 10 a.m. to 4 p.m.</p> <p>Allowable set-up times: Thurs. - 8 a.m. to 5 p.m. Fri. - 8 a.m. to 5 p.m. Sat. - 8 a.m. to 1 p.m., if needed</p> <p>Allowable breakdown times: Sun. - 4 p.m. to 8 p.m. Mon. - 8 a.m. to 4 p.m.</p> <p>The Gala takes place on Saturday, from 5:30 p.m. to 7:30 p.m.</p> <p>Allowable set-up times: Sat. - 1 p.m. to 5 p.m. Sat. - 7:30 p.m. to 11 p.m.</p> <p>Please Note: <i>AN HISTORIC SITE – ALL ITEMS WHICH GO UP AND DOWN STAIRS MUST BE CARRIED. RAMPING PROHIBITED.</i></p>						
	<p>1) 30' x 40' tent, on 10 foot tall legs, tent color – matte, off-white (not white),</p>	1	tent				
	<p>2) 10 tent legs, wrapped in velon</p>						
	<p>3) sidewalls to cover 30' X 40' tent – matte, off-white or sand (not white) walls</p>						
	<p>4) water barrels for tent, 55 gallon, with white velon wrap. Weighting of tent with barrels will be sufficient to pass City Building & Safety inspection</p>						
	<p>5) high-quality black astroturf</p>	2,300	sq. ft.				



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	6) high-quality red astroturf	720	sq. ft.			
	7) 15' X 40' white tent, 10' legs	1	tent			
	8) tent legs, 10 legs total, wrapped in velon					
	9) wrapping of tent rafters with velon					
	10) black drapery for rear of 15' X 40' tent					
	11) Labor on set up of above items, to be completed during allowed set-up times.					# of Workers:
	12) Labor on break down of above items, if not included in above labor charge, to be completed during allowed breakdown times.					# of Workers:
Kitchen Items for EVENT 3 - Concours Car Show						
	13) convection oven with racks	1	ea.			
	14) ABC-approved fire extinguisher with hanger bracket	2	ea.			
	15) 3-basin sink with continuous water (not potable) / hose / pump & barrel	2	ea.			
	16) Labor on set-up of Car Show Kitchen Items, to be completed during allowed set-up times.					# of Workers:
	17) Labor on break down of Car Show Kitchen Items, if not included in above labor charge, to be completed during allowed breakdown times.					# of Workers:



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Gala Items for EVENT 3 - Concours Car Show						
	18) "Lava"-style heat lamps	3	lamp			
	19) 8' X 12' (approx.) wood cabanas with drapery	4	cabana			
	20) circular bar, 16 foot outer diameter --- or similar large, bar for very high end event	1	bar			
	21) brass stanchions	48	stanchion			
	22) velvet rope, black	36	velvet rope			
	23) Labor on set-up of Car Show Gala Items, to be completed during allowed set-up times.	1	labor			# of Workers:
	24) Labor on break down of Car Show Gala Items, if not already included in above labor charge, to be completed during allowed breakdown times.	1	labor			# of Workers:
<u>Please write in any other general costs for set-up, breakdown, or other associated costs for</u> EVENT 3 - Concours Car Show						

SMALLER EVENTS (approximately 3 to 6 per year)



CITY OF BEVERLY HILLS
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SMALLER EVENTS	Item Specification (In detail)	Qty	Unit	Unit Price	Total	No. of Workers (for Labor)
EVENT 4 – Woofstock 90210	Woofstock takes place on a Sunday from 11 a.m. to 3 p.m. Allowable set-up times: Sat. – 12 noon to 6 p.m. Allowable breakdown times: Sun. – 3 p.m. to 6 p.m.					
ROXBURY PARK (Olympic Blvd. & Roxbury Drive Beverly Hills, CA 90212)						
	1) 10x10 canopies/tents, white, staked	55	ea.			
	2) tables, 6'	50	ea.			
	3) tables, 8'	15	ea.			
	4) Labor on set up for Woofstock 90210, to be completed during allowed set-up times.	1	labor			# of Workers:
	5) Labor on break down for Woofstock 90210 if not included in above charge, to be completed during allowed breakdown times.	1	labor			# of Workers:
<u>Please write in any other general costs for set-up, breakdown, or other associated costs for EVENT 4 – Woofstock 90210</u>						



CITY OF BEVERLY HILLS
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for the Community Services Department

<p>EVENT 5 and 6 – Piesta and Picklefest at the Farmers’ Market (same set-up is used for both events)</p> <p>Civic Center Drive between Third & Santa Monica Beverly Hills, CA 90210</p>	<p>Allowable set-up times: Sun. – 6 a.m. to 9 a.m. Allowable breakdown times: Sun. - 1 p.m. to 3 p.m.</p>					
	1) stage 12 x 16	1	ea.			
	2) large 15 X 15 canopy	1	ea.			
	3) wrapping of 4 canopy legs in velon (colors vary with each event)	4	leg			
	4) tables – 8 ft.	5	ea.			
	5) tables – 6 ft.	5	ea.			
	6) checked tablecloths – blue & white, 12 ft.	2	ea.			
	7) tablecloths – Magenta, 60” square	2	ea.			
	8) white picket fence, approx. 40” tall - covering 84 linear feet					
	9) Labor on set-up of all items for Piesta / Picklefest, to be completed during allowed set- up times.	1	labor			# of Workers:
	10) Labor on break down of all items for Piesta / Picklefest, if not included in above labor charge, to be completed during allowed breakdown times.	1	labor			# of Workers:



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Please write in any other general costs for set-up, breakdown, or other associated costs for EVENT 5 or 6 – Piesta or Picklefest						
					Subtotal for all events:	
					*Tax:	
					Estimated Freight:	
					Total for all events & items:	

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

12/12/16 4:53 PM T-Vendor quote

SAMPLE AGREEMENT:

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

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

COMMENCEMENT DATE: TBD

TERMINATION DATE: TBD

CONSIDERATION: 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.

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. Party Representatives.

(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 Representative.

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.

Section 9. 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 10. 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 B+;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 on Exhibit C, attached hereto and incorporated herein, or 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 this Agreement, file with the City Clerk such certificate or certificates.

(f) The policies of insurance required by this Agreement shall contain an endorsement naming the City and City's elected officials, officers and employees as additional insureds. 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.

(g) 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 this Agreement shall include provisions for waiver of subrogation. The Contractor hereby waives all rights of subrogation against City.

(k) 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.

Section 11. **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 12. **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 13. 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 14. 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. Changes in the Scope of Work.

The City shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by Contractor must be made in writing and approved by both parties.

Section 18. 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 19. 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 20. 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 21. 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 22. **Governing Law.**

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

Section 23. **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 24. **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

JOHN MIRISCH
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 shall provide and deliver necessary rental items for The Beverly Hills Art Show, the Concours Car Show, "Woofstock 90210" (the City's annual pet event), Farmer's Market and other City Special Events, as required by the City. Contractor shall provide complete set-up and breakdown services and the personnel to provide such services. Contractor shall, when scheduled in advance by City, also provide delivery, set-up and breakdown services for some City-owned canopies and other smaller equipment.

Contractor shall be able to read City special event maps/diagrams.

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 these Special Events 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**