



October 29, 2012

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

BID NO. 13-13

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 **October 29, 2012**. 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 4:00 p.m. (Pacific Standard Time) on **Thursday, November 15, 2012**, 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 Respondent. 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, Brad Meyerowitz, for response, and sent via e-mail to: bmeyerowitz@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. 13-13
Attention: Brad Meyerowitz
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: October 29, 2012

Bid Number: 13-13

Item Description: The City of Beverly Hills is accepting proposals from qualified Companies for Special Event equipment rentals and set-ups.

Question Period: October 29, 2012 @ 4:00 p.m. through November 9, 2012 @ 4:00 p.m. (Pacific Standard Time). All inquiries must be received via email during this period. Emails must be sent to: bmeyerowitz@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.

Open Date: Thursday, November 15, 2012, at 2:00 p.m. (Pacific Standard Time)

Evaluation Period: November 16, 2012 – November 21, 2012

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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 Respondents (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 ninety (90) 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 the successful Respondent 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 proposal 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, attached as Attachment 1, 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 (or "Selected Respondent") 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 Selected Respondent .

3-2. Selected Respondent 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 Selected Respondent in performing the services required by the Agreement.

3-3. Selected Respondent 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. Selected Respondent 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. Selected Respondent 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, Selected Respondent 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. Selected Respondent 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 Selected Respondent 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 Selected Respondent's insurance and shall not contribute with it. The policies of insurance required by the Agreement shall include provisions for waiver of subrogation. The Selected Respondent 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, Selected Respondent shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Selected Respondent shall procure a bond guaranteeing payment of losses and expenses.

3-11. Selected Respondent 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 claim, liability or financial loss (including without limitation, attorneys fees and costs) arising out of the acts or omissions of Selected Respondent, 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 Event Company/ Respondent 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 selected Respondent must also be able 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 selected Respondent. Ability to read City special event maps/diagrams is required.

4-2. In general, the City 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, one annual Fall Art Show to be held on four blocks of Beverly Gardens, and a community Pet Event "Woofstock 90210" to be held at Roxbury Park. The City may require assistance and rental items in a timely manner, for both these events and other events, generally of a smaller scale.

4-3. In the event of inclement weather, natural, or man-made disaster, City may cancel the selected Respondent's services up to four (4) hours prior to the time the City requires Selected Respondent'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 at least three 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, attached as Attachment 2, 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.

ATTACHMENT 1: 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:

RESPONDENT NAME: _____

ADDRESS: _____

TELEPHONE: _____ E-MAIL: _____

SUBMITTED BY: _____
Name Title

Signature



ATTACHMENT 1
CITY OF BEVERLY HILLS
BID FORM
FOR RENTAL AND SET-UP OF SPECIAL EVENTS
FOR THE COMMUNITY SERVICES DEPARTMENT

PLEASE FILL OUT AND COMPLETE ALL INFORMATION.

BIDDER NAME	
BIDDER PHONE	
BIDDER FAX	
BIDDER EMAIL	
QUOTED BY (COMPLETE NAME)	
DATE	
QUOTE EXPIRATION DATE – IMPORTANT!!!	
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 BIDDER CARRY WORKERS' COMPENSATION INSURANCE FOR ALL EMPLOYEES, SUFFICIENT TO COVER STATE OF CALIFORNIA LEGAL REQUIREMENT?	
FOR HOW MANY YEARS HAS BIDDER 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 BIDDER WHO IS AWARDED THE BID. CONVERSELY, SOME EVENTS MAY NOT BE HELD, OR SOME ITEMS MAY NOT BE REQUESTED FROM THE BIDDER.

	ITEM SPECIFICATION (IN DETAIL)	QTY	UNIT	UNIT PRICE	TOTAL	NO. OF WORKERS (FOR LABOR)
EVENT 1 BEVERLY GARDENS PARK (Santa Monica Blvd. & Beverly Drive Beverly Hills, CA 90210)	*Note: this event takes place on a total of four park blocks. Most, but not all, items are set up in the two center blocks.					
	1) 10' X 10' canopies/tents, "festival- peaked", white canopies, staked	2	Tent			
	2) white water-proof sidewall, to cover 3 sides of 2(two) 10' X 10' canopy/tents (3 sides, each side is 10' wide x about 9' tall)					
	3) labor for installing, staking and de-installing tents and sidewalls specified in items 1 & 2	1	Labor			# of Workers:
	4) tent, hunter green top, 15' X 15', no sidewalls, approx. 10' tall, staked	1	Tent			

	ITEM SPECIFICATION (IN DETAIL)	QTY	UNIT	UNIT PRICE	TOTAL	NO. OF WORKERS (FOR LABOR)
	5) velon drapes for 4 legs of hunter green tent – green velon					
	6) round or octagonal tent – 20’ diameter, 10’ legs, no sidewalls, staked	1	Tent			
	7) velon drapes for 8 legs of octagonal tent – white velon	8	Ea.			
	8) labor for installing, staking, and de-installing tents and sidewalls specified in items 4-7.	1	Labor			# of Workers:
	9) bicycle racks, approx. 3’ high by 7’ wide, staked, to be used at perimeter of event, next to street curb	125	Racks			
	10) labor for installing (staking into ground) and de-installing bicycle racks specified in item 7	1	Labor			# of Workers:
	11) stage sections to create 12’ X 16’ by approx. 12” high stage, including all parts	1				
	12) labor to build and de-install stage referenced in item 11	1	Labor			# of Workers:
	13) Amalfi-style rectangular wood bench, 2’ X 8’, no back	12	Bench			
	14) Cushions, white, to cover wood benches	12	Cushion			

	ITEM SPECIFICATION (IN DETAIL)	QTY	UNIT	UNIT PRICE	TOTAL	NO. OF WORKERS (FOR LABOR)
	15) Amalfi-style high-top stand- up cocktail tables, wood, square, +approx. 42" tall	12	Table			
	16) 48" round tables	12	Table			
	17) 120" round table cloths for 48" round tables	12	Table-cloth			
	18) picnic tables, wood, 6' long, with 2 wood benches (one for each side of table	12	Table + 2 benches ea. table			
	19) Chiavari bar stools or similar	18	Stool			
	20) Chiavari cushions or similar for bar stools	18	Cushion			
	21) labor on set-up and breakdown of tables and chairs named above	1	Labor			# of Workers:
City-owned Equipment Items for EVENT 1	*Note: regarding placement of City-owned canopies and wall units: canopies to be installed and staked in 2 places by company and wall units to be laid flat on ground in groups of 6 to 9 throughout four block area, as shown on map which is provided to BIDDER, and as directed by City Supervisor.					

	ITEM SPECIFICATION (IN DETAIL)	QTY	UNIT	UNIT PRICE	TOTAL	NO. OF WORKERS (FOR LABOR)
	22) loading, transport and set-up of City-owned canopies, to be transported from Greystone to Beverly Gardens Park in Rental Company's vehicle.	50				
	23) loading, transport and placement of City-owned wall units with heavy foam core base,(ea. Weighs 14 lbs) to be transported from Greystone to Beverly Gardens Park in Rental Company's vehicle.	400				
	24) breakdown, transport and return of City-owned canopies, wall units, or other items, to be transported from Beverly Gardens back to Greystone Park in Rental Company's vehicle.	50	Ea.			
General Costs for EVENT 1						
	25) fuel costs, or all other costs associated with breakdown and set up of a two-day event.	1	1			
	26) any other costs associated with breakdown and set-up of a two-day event (besides any delivery fee)					

	ITEM SPECIFICATION (IN DETAIL)	QTY	UNIT	UNIT PRICE	TOTAL	NO. OF WORKERS (FOR LABOR)
	27) Other: Delivery fee – Timed Installation (set-up is on Thursday, Friday, and Saturday a.m.)					
	28) Other: Pick up fee – Timed De-Installation (Breakdown is Sunday night at 7 p.m. & Monday during day)					
EVENT 2 GREYSTONE PARK (905 Loma Vista Drive, Beverly Hills, CA 90210) AN HISTORIC SITE – ALL ITEMS WHICH GO UP AND DOWN STAIRS MUST BE CARRIED. RAMPING PROHIBITED.	*Note: set-ups for an event may be required in as many as 10 separate areas on the park grounds. This is an historic site with steps throughout park.					
	1) 30' x 40' tent, on 10 feet legs, tent color – matte, off-white (not white),	1				
	2) tent legs, + 10 feet, wrapped in velon					
	3) Sidewalls to cover 30' X 40' tent – matte, off-white or sand (not white) walls					

	ITEM SPECIFICATION (IN DETAIL)	QTY	UNIT	UNIT PRICE	TOTAL	NO. OF WORKERS (FOR LABOR)
	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					
	5) labor on set-up and breakdown of specified tent					# of Workers:
	6) "Lava"-style heat lamps	3	Ea.			
	7) 8 X 12 (approx.) wood cabanas with drapery	4				
	8) Labor on set-up and breakdown of wood cabanas	1				# of Workers:
	9) High-quality Green Astro turf	Sq. ft.	2,300			
	10) Labor on set-up and breakdown of astro turf					# of Workers:
	11) 15' X 40' white tent, 10' legs					
	12) tent legs, + 10 feet, wrapped in velon					
	13) Wrapping of tent rafters with velon					

	ITEM SPECIFICATION (IN DETAIL)	QTY	UNIT	UNIT PRICE	TOTAL	NO. OF WORKERS (FOR LABOR)
	14) Black Drapery for rear of 15' X 40' tent					
	15) Automobile Ramp, to be placed in front of stage to showcase autos, sufficient to safely bear size and weight of antique, moving autos. (approx. 12" high, and 20' long)					
Kitchen Items for EVENT 2						
	16) Convection oven with racks					
	17) ABC-approved fire extinguisher with hanger bracket	2				
	18) 3-basin sink with continuous water (not potable) / hose / pump & barrel	2				
	19) Labor on set-up and breakdown of Kitchen Items					# of Workers:
General Costs for EVENT 2						
	20) fuel costs, associated with breakdown and set up of a two-day event	1				

	ITEM SPECIFICATION (IN DETAIL)	QTY	UNIT	UNIT PRICE	TOTAL	NO. OF WORKERS (FOR LABOR)
	21) Any other costs associated with breakdown and set-up of a two-day event (besides any delivery fee)					
	22) Other: Delivery fee – Timed Installation (set-up is on Thursday, Friday, & Saturday a.m.)					
	23) Other: Pick-up fee – Timed De-Installation (Breakdown is Sunday night at 6 p.m. & Monday during day)					

Subtotal	
*Tax	
Est. Freight	
Total	

NOTE TO BIDDER **CHECK CURRENT LA COUNTY SALES TAX**

DON'T FORGET TO CHECK FOR FREIGHT CHARGES

10/12/12 8:52 AM T-BIDDER QUOTE

**ATTACHMENT 2
SAMPLE AGREEMENT:**

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:	_____
TERMINATION DATE:	_____
CONSIDERATION:	_____

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 11 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, attached hereto and incorporated herein.

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, except Workers Compensation, 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.

(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.

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 claim, 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) Except as provided in paragraph (c) of this Section, 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 pursuant to paragraph (a) of this Section, 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.

(c) In the event of inclement weather, 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 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 15. **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 16. **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 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 _____, 201__.

CITY OF BEVERLY HILLS
A Municipal Corporation

WILLIAM W. BRIEN, M.D.
Mayor of the City of
Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

(SEAL)

CONTRACTOR NAME:

NAME
Title

NAME
Title

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager

STEVE ZOET
Director of Community Services

KARL KIRKMAN
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, Farmer's Market and other CITY Special Events, as required by the CITY in writing. 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 follow special event maps/diagrams designed by CITY in order to properly provide the services under the Agreement.

EXHIBIT B
COMPENSATION AND PAYMENT

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 2