



September 4, 2014

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

BID NO.15-06

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 **September 4, 2014**. 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 **September 12, 2014**, 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, 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. XX-XX
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: September 4, 2014

Bid Number: 15-06

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: September 4, 2014 @ 4:00 p.m. through September 12, 2014 @ 10:00 a.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: Friday, September 12, 2014, at 2:00 p.m. (Pacific Standard Time)

Evaluation Period: September 12, 2014 – September 15, 2014

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Draft Agreement

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 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 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 subcontractors 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 full amounts of 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 endorsements naming the City and City's officials, officers, employees, agents and volunteers 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, or ten (10) days notice if cancellation is due to nonpayment of premium, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in the Agreement. Additionally, Contractor shall provide immediate notice to the City if Contractor receives a cancellation or policy revision notice from any insurer carrier.

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 other than workers' compensation 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. To the maximum extent permitted by law, Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Contractor, its officials, officers, employees or agents in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Contractor shall defend Indemnitees at Contractor's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. All duties of Contractor under this Section shall survive termination 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 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 Beverly Hills Farmer's Market holds at least two Special Events per year. 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 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 modifications.

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 – 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 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, or some items may not be requested from the Vendor. Fill in ALL highlighted boxes.

| | Item Specification (In detail) | Qty | Unit | Unit Price | Total | Estimated #. 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 | | | |



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

| | | | | | | |
|--|--|-----|-------------------|--|--|-----------------------------|
| | 2) pipe and drape, to cover 3 sides of 2 (two) 10' X 10' canopy/tents (3 sides, each side is 10' wide x about 8' tall) | | | | | |
| | 3) labor for installing, staking and de-installing tents and sidewalls specified in items 1 & 2 | 1 | Labor | | | # of workers for this task: |
| | 4) tent, hunter green top, 15' X 15', no sidewalls, approx. 10' tall, staked | 1 | Tent | | | |
| | 5) velon drapes for 4 legs of hunter green tent – green velon | 4 | Tent Leg Drape | | | |
| | 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 for this task: |
| | 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 for this task: |
| | 11) stage sections to create 12' X 16' by approx. 12" high stage, including all parts | 1 | | | | |



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

| | | | | | | |
|--|--|----|-----------------------------|--|--|-----------------------------|
| | 12) labor to build and de-install stage referenced in item 11 | 1 | Labor | | | # of workers for this task: |
| | 13) Amalfi-style rectangular wood bench, 2' X 8', no back | 12 | Bench | | | |
| | 14) Cushions, white, to cover wood benches | 12 | Cushion | | | |
| | 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 for this task: |



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

| | | | | | | |
|---------------------------|--|---|---|--|--|---|
| | 22) 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. SEE ACCOMPANYING PHOTO AS A GENERAL SAMPLE | | | | NO PRICING REQUIRED FOR THIS PART OF BID – JUST ABILITY OF VENDOR TO PROVIDE THESE SET-UPS | Please indicate here if you can perform this service, refer to photos if need be: |
| General Costs for EVENT 1 | | | | | | |
| | 23) fuel costs, or all other costs associated with breakdown and set up of a two-day event. | 1 | 1 | | | |
| | 24) any other costs associated with breakdown and set-up of a two-day event (besides any delivery fee) | | | | | |
| | 25) Other: Delivery fee – Timed Installation (set-up is on Thursday, Friday, and Saturday a.m.) | | | | | |
| | 26) Other: Pick up fee – Timed De-Installation (Breakdown is Sunday night at 7 p.m. & Monday during day) | | | | | |



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

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|--|---|----|-----|--|--|----------------------------|
| | 27) TOTAL NUMBER OF WORKERS WHO WOULD BE ASSIGNED TO THIS EVENT (an estimate) | | | | | # workers for whole event: |
| | | | | | | |
| EVENT 2 ROXBURY PARK (Olympic Blvd. & Roxbury Drive Beverly Hills, CA 90212) | *Note: regarding placement of City-owned canopies and wall units: canopies to be installed and by company, as shown on map which is provided to Vendor, and as directed by City Supervisor. | | | | | |
| | 1) loading, transport and set-up of city-owned canopies, to be transported from Greystone to Roxbury Park in Rental Company's vehicle. | 50 | | | | |
| | 2) 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. | 20 | | | | |
| | 3) breakdown, transport and return of city-owned canopies, wall units, or other items, to be transported from Roxbury Park back to Greystone Park in Rental Company's vehicle. | | Ea. | | | |
| General Costs for EVENT 2 | | | | | | |
| | 4) fuel costs, or all other costs associated with breakdown and set up of one-day event. | 1 | 1 | | | |
| | 5) any other costs associated with breakdown and set-up of a one-day event (besides any delivery fee) | | | | | |
| | 6) Other: Delivery fee – Timed Installation (set-up is on Saturday a.m.) | | | | | |



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

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|--|--|---|--|--|--|-----------------------------|
| | 7) Other: Pick up fee – Timed De-Installation (Breakdown is Sunday night at 4 p.m.) | | | | | |
| | 8) TOTAL NUMBER OF WORKERS WHO WOULD BE ASSIGNED TO THIS EVENT (an estimate) | | | | | |
| | | | | | | |
| EVENT 3 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 | | | | | |
| | 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 for this task: |



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

| | | | | | | |
|--|---|---------|-------|--|--|-----------------------------|
| | 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 for this task: |
| | 9) High-quality Green Astroturf | Sq. ft. | 2,300 | | | |
| | 10) Labor on set-up and breakdown of astroturf | | | | | # of workers for this task: |
| | 11) 15' X 40' white tent, 10' legs | | | | | |
| | 12) tent legs, + 10 feet, wrapped in velon | | | | | |
| | 13) Wrapping of tent rafters with velon | | | | | |
| | 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) | | | | | |



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

| | | | | | | |
|----------------------------------|--|---|--|--|--|-----------------------------|
| Kitchen Items for EVENT 3 | | | | | | |
| | 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 for this task: |
| General Costs for EVENT 3 | | | | | | |
| | 20) fuel costs, associated with breakdown and set up of a two-day event | 1 | | | | |
| | 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) | | | | | |
| | 24) TOTAL NUMBER OF WORKERS WHO WOULD BE ASSIGNED TO THIS EVENT (an estimate) | | | | | # workers for whole event: |



CITY OF BEVERLY HILLS
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| | |
|-----------------|--|
| Subtotal | |
| *Tax | |
| Est. Freight | |
| Total | |

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

9/4/14 4:32 PM T-Vendor quote

SAMPLE AGREEMENT (subject to change)

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

Cover 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

COMMENCEMENT DATE: October 1, 2014

TERMINATION DATE: July 1, 2015

RENEWAL: two one-year options to renew with mutual written consent of both parties

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 _____ (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 the Commencement Date and shall terminate on the
Termination Date, both of which are set forth in the Cover Sheet, which is attached hereto and
incorporated herein by this reference, unless sooner terminated pursuant to Section 12 of this
Agreement. Additionally, there shall be two (2) one-year options to renew the Agreement with the
mutual written consent of both parties. Upon receipt of written notice to proceed from the City,
Contractor shall perform with due diligence the services specifically requested by the City for an
event. Time is of the essence in 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. City shall pay for such additional services in accordance
with the rates set forth in Attachment 1 within Exhibit B. The rates in Attachment 1 of Exhibit B
shall be in effect through the end of this Agreement, including any renewal terms.

Section 4. **Method of Payment.**

Unless otherwise provided for herein, Contractor shall submit to City a detailed invoice on a monthly basis 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, and Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and volunteers with respect to any claim, demand or action arising from any unauthorized assignment

Section 7. **Party Representatives.**

(a) **Contractor's Responsible Principal.** The Responsible Principal set forth in the Cover Sheet 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 accept any employment or representation during the term of this Agreement or within twelve (12) months after completion of the work under this Agreement which does create or may likely create 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 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 full amounts of 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 officials, officers, employees, agents and volunteers 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, or ten (10) days notice if cancellation is due to nonpayment of premium, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement. Additionally, Contractor shall provide immediate notice to the City if Contractor receives a cancellation or policy revision notice from any insurer carrier.

(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 other than workers' compensation 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**

To the maximum extent permitted by law, Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Contractor, its officials, officers, employees or agents in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Contractor shall defend Indemnitees at Contractor's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. All duties of Contractor under this Section shall survive termination 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 satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, 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**.

(a) All final data, information, documents, reports, exhibits, photographs, images, video files and drawings created or developed by Contractor pursuant to this Agreement ("Written Products") shall be and remain the property of City, and City may use all or any portion of the work submitted by Contractor pursuant to this Agreement without restriction or limitation upon its use, duplication or dissemination, as City deems appropriate. All Written Products shall be considered "works made for hire," and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Contractor shall not obtain or attempt to obtain copyright protection as

to any Written Products. Contractor hereby assigns to the City all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in the City pursuant to this paragraph.

(b) Contractor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services and the production of all Written Products produced under this Agreement, and that the City has full legal title to and the right to reproduce the Written Products. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Written Products produced under this Agreement. In the event the use of any of the Written Products or other deliverables hereunder by the City is held to constitute an infringement and the use of any of the same is enjoined, Contractor, at its expense, shall: (a) secure for City the right to continue using the Written Products and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Written Products and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

(c) Upon termination, abandonment or suspension of the Project, Contractor shall deliver to the City all Written Products and other deliverables related to the Project without additional cost or expense to the City. If Contractor prepares a document on a computer, Contractor shall provide City with said document both in a printed format and in an electronic format that is acceptable to the City.

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 after final payment under this Agreement. City and the California State Auditor 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. Contractor will promptly furnish documents requested by the City.

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 City's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth on the Cover Sheet or to such other addresses as the parties may designate in writing.

Section 19. Attorney's Fees.

In the event of litigation or any other proceeding, including action for declaratory relief, between the parties arising out of or connected with this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees, experts' fees, and other 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 subsequent written instrument signed by both City and Contractor.

Section 22. **Governing Law.**

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.

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. Titles.

The titles used in this Agreement are for general reference only and are not part of the Agreement.

Section 25. Construction.

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Agreement or who drafted that portion of the Agreement.

Section 26. Non-Waiver of Terms, Rights and Remedies.

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the City of any payment to Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

Section 27. **Recitals.**

The Recitals listed at the beginning of this Agreement are hereby incorporated into this Agreement.

Section 28. **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.

[Continued on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of 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:

APPROVED AS TO CONTENT:

LAURENCE S. WIENER
City Attorney

STEVEN 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, "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.

Specific details of equipment and services required for each City Special Event shall be provided in a notice to proceed drafted by the City.

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**

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below :

NAMED INSURED

COMPANIES AFFORDING COVERAGE

A.

ADDRESS

B.

C.

| COMPANY (A.B.C.) | COVERAGE | POLICY NUMBER | EXPIRATION DATE | B.I. | LIMITS P.D. | AGGREGATE |
|---------------------|--|------------------|--------------------|------|-------------|-----------|
| | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKER'S COMPENSATION | | | | | |

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer, employee, agent and volunteer of the City shall be named as additional assureds with respect to claims arising out of the following project or agreement.

It is further agreed that the indemnity provision listed in the Agreement for Provision of Rental Equipment and Set-Up Services for City Special Events, to which this Exhibit C is attached and incorporated, is covered under the policy.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills or to any officer, official, employee, agent or volunteer of the City.

In the event of cancellation or material change in the above coverage, the company will give thirty (30) days written notice of cancellation or material change to the certificate holder, or ten (10) days notice if cancellation is due to nonpayment of premium. Additionally, Contractor shall provide immediate notice to the City if Contractor receives a cancellation or policy revision notice from any insurer carrier.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE :

BY :

Authorized Insurance Representative

TITLE :

AGENCY :

Address :
