



Request for Proposal
for the Comprehensive Management of the City's
Holiday Lighting and Décor Program

City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210

I. Introduction

The City of Beverly Hills (the “City”) is pleased to issue this Request for Proposal (“RFP”) for companies to manage the holiday décor and lighting services for the City’s holiday program. This includes, but is not limited to: project bidding, hiring and management of sub-contractors, event management, design and planning services, and extensive liaison with City officials, business and community partners.

Awarded Contractor will be responsible for working with the City and its partners to develop, design, execute and manage a comprehensive array of holiday décor elements, develop and implement other aspects of the City’s holiday program in coordination with the City and its partners.

II. Objectives

- The City seeks to present a comprehensive and creative holiday program and interactive experience that is commensurate with its brand and acts to support Beverly Hills as a destination of choice for residents and visitors alike during the holidays.
- The City seeks to ensure it receives high quality, professional and dependable, services while protecting the investment of tax dollars through competitive bidding of all elements of the holiday program.

III. Minimum Qualifications

In order to be considered for selection, a corporation or other legal entity (a “Proposer”) shall meet or exceed each of the following minimum qualifications. Proposals that do not meet the following minimum qualifications shall not be considered.

a. Existence

The Proposer must have been in existence as a business in the State of California for a continuous period of five (5) years prior to the date of this RFP.

b. Experience

The Proposer must have at least four (4) years of continuous, first-hand experience designing, managing, installing, maintaining and storing external, street décor elements (including subcontract management).

At least two (2) years experience must be producing design and décor programming and event management for a local government agency.

IV. Scope of Service

The Scope of Service reflects the existing scope of the City’s Holiday Program and it is reiterated in Appendix A. However, each year the City works closely with its Holiday Program provider to review any changes in City budget, determine changes in theme, focus, aesthetics of the program, assess infrastructure maintenance and other program adjustments deemed necessary. As such the following scope is subject to change and negotiation with the selected Contractor.

The City is seeking a turn-key approach for the City’s Holiday Program. The Program includes, but is not limited to, holiday lights and decoration, sound, artistic projections, entertainment programs, and design development elements as agreed upon between Contractor and City.

a. Budget

For the 2014 Holiday Program, the Scope of Services was crafted on an all inclusive budget of \$500,000, which includes the program management fee and sales tax where applicable. The budget is adopted by the City Council on an annual basis in June and is therefore subject to change each year.

b. Length of Contract

It is anticipated the City will enter into a three-year agreement, with annual renewals with the selected Contractor. This provides an opportunity for future planning and investment in the program.

c. Description of Program and General Services

The selected Contractor will implement and provide the turn-key approach for the Program, which includes the following services more fully detailed below: project bidding, contract management and program management services, artistic direction and technical management of the Program, including contracting and oversight of holiday vendors.

1. Contractor shall provide all design, development, technical and artistic direction, program and contract management, liaison and general program oversight necessary to create, produce and execute a comprehensive Program. This includes, but is not limited to, holiday lights and decorations, sound, artistic projections and other entertainment elements.
2. The City's Program requires collaboration between the City, the various committees and business partners and entities within the City. The Contractor will be required to coordinate the program with said groups. However, the City is the only party with authority to approve all aspects of the Program. The Contractor will be required to attend meetings with City staff, City Council and various business and community groups on an as needed basis throughout the development process of the holiday program.
3. Aspects of the Program may require coordination and approval from private property owners to utilize private property for the installation of the Holiday Elements. Contractor shall assist City in obtaining approvals including fees and licenses from private property owners.
4. Services provided by the Contractor will include all materials, labor, supplies, equipment, tools, transportation and other items necessary for installation and execution of the Program, whether these are provided by the Contractor through bidding and securing of subcontractors.
5. The implementation of the Program will be conducted in the following project phases: review of existing program, design, competitive bidding for fabrication, installation, maintenance, removal and storage.
6. The following provides a general list of elements and vendors that comprise the current holiday program (descriptions of some of the current program elements are attached to this RFP as Appendix B – List of 2013 Holiday Elements):

- a. Display Vendor: Lighting, specialty lighting and three-dimensional pieces.
- b. Audio Vendor: Background music and media.
- c. High Voltage Vendor: Power feeds and miscellaneous installation requirements.
- d. Santa & Sleigh: Install one (1) pre-existing Santa & Sleigh element.
- e. Banner Vendor: Re-use and/or re-build pre-existing banners.
- f. Design vendors and individual design artists.
- g. Storage vendor for storage of all and any décor elements as needed.

d. Program Management

This scope of work requires that the Contractor conduct competitive bidding, hire and oversee and compensate third party vendors for the design, fabrication and installation of the various Holiday Elements including their maintenance and removal. In no event will the City be required to pay third party vendors unless agreed upon in advance and in writing by City. Accordingly, Contractor shall provide overall project management for the implementation of the Program. Project management includes, but is not limited to:

1. Develop and issue written competitive bids for the selection of Program Vendors.

- a. Written bids shall be issued to no less than three (3) qualified Program Vendors.
- b. All bids and proposed scopes of services for Program Vendors shall be reviewed with City prior to the execution of the contract between Contractor and Program Vendor.
- c. Contracts between Contractor and Program Vendor shall properly include all the same City requirements as set forth in the Agreement between the City and Contractor.

2. Monitor, Regulate and Coordinate Vendor schedules.

- a. Coordinate and oversee all Program Vendors during all phases of the project: design, fabrication, installation, removal and storage.
- b. Coordinate and oversee Contractor personnel, Artistic and Technical, for the duration of the Project.
- c. Coordinate with City's representatives for the duration of the Project.

- d. Regularly inform and update City's representatives during all phases of the Project. Frequency of update meetings to be determined by mutual agreement of Contractor and the City.
- e. Monitor and regulate budgetary issues in regards to each Program Vendor.
- f. Maintain contracts and pay vendors.
- g. Close out contracts.
- h. Provide end of season report to City on all Vendor costs and services.

e. Artistic Direction

Contractor will provide artistic and design direction for the holiday program, and manage applicable design vendors during the various phases of the Program. This includes, but is not limited to:

- 1. Coordinate and oversee all artists and design vendors during the Design, Fabrication & Installation phases of the Project.
- 2. Monitor, regulate and coordinate artists' and design vendors' schedules.
- 3. Coordinate with City's representatives for the duration of the Project.
- 4. Regularly inform and update City's representatives during all phases of the Project; meet as needed with review committees and other entities participating in the holiday program.

f. Technical Direction

Contractor will be required to provide technical direction for the Program. This includes, but is not limited to:

- 1. Oversee the Design Phase, from a technical perspective, for each Vendor.
- 2. Oversee the Fabrication Phase for each Vendor.
- 3. Oversee the Installation Phase for each Vendor.
- 4. Oversee the Maintenance Phase for each Vendor.
- 5. Monitor, Regulate and Coordinate all Vendors in regards to technical schedules.
- 6. Coordinate between the City's Technical representative(s) and Vendor's technical staff during all phases of the Project.
- 7. Coordinate with City's Representatives in regards to budget issues impacted by technical issues.

V. Submission Requirements

a. Time and Place for Submission of Proposals

All proposals shall be clearly marked as follows: "Proposal for the Comprehensive Management of the City's Holiday Lighting and Décor Program" and **must be received (not postmarked) by 5:00 p.m., on April 10, 2014.** **Four (4)** complete sets of each RFP Submittal and **One (1)** electronic copy must be delivered via mail or in person to:

City Clerk's Office

City of Beverly Hills

455 N. Rexford Drive, Suite 290

Beverly Hills, CA 90210

Late proposals will not be accepted, and will be returned unopened, regardless of postmark. Prospective Proposers 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. Electronic proposals (i.e., telephone, fax, e-mail, etc.) are not acceptable.

b. Format and Content of Proposals

Submissions in response to this RFP must include the following information, in the order specified below.

1. Executive Summary and Experience

a. Letter of Introduction and Executive Summary (10 Points)

Include a letter of introduction describing the Proposed Contractor and a general overview of the proposal. The summary should include a representation as to the length of time the Proposer has been in business. The summary must be signed by and contain the name, address, phone number, and email address of the person authorized by the Proposer to negotiate and execute an Agreement, and the person authorized to communicate with the City in connection with this RFP. Submission of the letter will constitute a representation by the Proposer that the Proposer is willing and able to perform the commitments contained in the proposal.

b. Experience and Qualifications

Each Proposer must address the following:

2. Relevant Experience (20 Points)

Describe other contracts, comparable to this contract, which the Proposer has maintained regarding holiday lighting and décor programs. In particular this section should be used to outline other décor programs undertaken for government or City entities, along with working with committees and community groups. In addition, the Proposer shall outline their experience with administering the bidding process for the various components of other programs they have managed.

The report should include scope details of individual program contracts, the extent and nature of the décor installations, the project budget and the management fee. Photographs or other visual aids may be included.

This section should also refer to any objective evidence of the quality of the Proposer's performance with respect to the contracts, such as reviews by other vendors, exercise of renewal options, etc.

3. Qualifications (15 Points)

Identify and describe the qualifications of each key person on the team for the Proposer including the Proposer's specific employee who will be responsible for issues regarding this contract. One-page resumes may be included for each key person. Describe the role each will play in the operation of this contract.

This section may also be used to describe specific qualifications the Proposer has that make it uniquely qualified to manage the Beverly Hills Holiday Program.

4. References (5 Points)

Proposer must be able to provide references from at least three (3) unrelated agencies, of which one should be a governmental agency, with which the proposer provided services. Include names, titles, all relevant contact information and authorization to contact each of the references. Also include the nature and type of services provided to the agency. Additional references may be included after the required references mentioned above.

5. Assessment of Program Management Fee Structure

Proposers shall provide a program management fee that is based upon an all inclusive budget of \$500,000 to manage the holiday lighting and décor program. The program management fee should include proposer's complete costs to manage the program as outlined in this proposal and the attached sample contract, which is included as an example, but is not limited to program development costs, attendance at meetings, late call outs and reporting of problems during the décor period. The program management fee will be taken into consideration along with the scored criteria. In addition to the program management fee, proposers shall include a list of general and additional services and hourly rates.

VI. Evaluation and Selection Criteria for Oral Interview and Presentation

a. Selection Committee

The proposals will be evaluated by a selection committee of between two and five members (the "Committee") to be determined by the City in its sole discretion. Once the proposals are submitted, City staff will then verify that the Proposer meets the minimum qualification requirements. Once the minimum qualifications are met, staff will evaluate the proposals for compliance with the terms of this RFP.

The Committee will then score the proposals which have met those qualifications. The Committee will conduct an oral interview of the Proposers with scores of **75% of the maximum points** or greater, and select a Contractor. A contract with the selected Contractor will be forwarded to the City Council for approval.

b. Scoring

The Committee will evaluate the proposals using the points and criteria as summarized below:

Area	Points
Executive Summary	10
Relevant Experience	20
Qualifications	15
References	5
Total Points	50

The maximum number of points possible is 50 points for each reviewer, times the number of reviewers (for example if the Committee comprises 3 reviewers, the maximum number of points would be 150).

c. Oral Interview and Presentation

Following the evaluation of the written proposals, the Proposers receiving scores of 75% of the maximum points or greater will be invited to an oral interview and presentation opportunity. The interview will consist of questions asked of each of the Proposers and a brief presentation by the Proposers.

Based on the proposal submitted, answers to the questions asked at the interview and the oral presentation, the Committee will select a Proposer that will best serve the interests of the City and meet its objectives as outlined in this RFP. The City will negotiate a contract with the selected Proposer, however, the City Council has the final authority to approve said contract. 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 and make the selection based on its sole discretion.

VII. **Schedule**

a. **Requests for Information**

The City will keep a record of all parties who receive copies of the RFP. Any questions or requests for clarification concerning the RFP must be directed to Ryan Park, and **sent via email** to rpark@beverlyhills.org no later than 5:00 p.m. on March 27, 2014. The City's response to questions or requests for clarification will take the form of Addenda, which will be emailed to all parties who have requested a copy of this RFP. 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. No questions or requests for clarification will be accepted after 5:00 p.m. on March 27, 2014.

b. **Schedule**

The anticipated schedule for selecting a Contractor is shown below:

Proposal Phase	Date
Request for Proposal Released	March 13, 2014
Deadline for Submission of E-mail Written Questions or Requests for Clarification (deadline is 5:00 p.m.)	March 27, 2014
Proposals Due	April 10, 2014
Anticipated Completion of Proposed Contractor Selection	May 16, 2014
Anticipated City Council Approval Contract	July 15, 2014
Anticipated Commencement Date of Contract	July 15, 2014

VIII. **General Conditions**

Proposers are advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a proposal, Proposer represents and warrants that it has thoroughly examined and is familiar with work required under this RFP, that Proposer has conducted such additional investigation as it deems necessary and convenient, that Proposer is capable of providing the services requested by the City in a manner that meets the City's objectives and specifications as outlined in this RFP, and that Proposer 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 Proposer to request additional compensation.

a. Addenda to RFP

The City may modify this RFP, prior to the proposal due date, by issuing addenda. Addenda will be sent via email to the last known email address of each Proposer listed with the City as having received a copy of the RFP. The City will make reasonable efforts to notify Proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, the Proposer shall be responsible for ensuring that its proposal reflects any and all addenda issued by the City prior to the proposal due date regardless of when the proposal is submitted.

b. Errors and Omissions in Proposal

Failure by the City to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP. Proposers' failure to duly and adequately respond to this RFP will render the proposal non-responsive and is grounds for rejection by the City.

Late proposals will not be accepted, and will be returned unopened, regardless of postmark. Prospective Proposers 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 company. Electronic proposals (i.e., telephone, fax, e-mail, etc.) are not acceptable.

Proposers quoted rates must be valid for not less than ninety (90) days after the date of submission.

c. Financial Responsibility

The City shall not be liable for any pre-contractual expenses incurred by the Proposer in responding to this RFP. Submission of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.

d. Insurance and Indemnification Requirements

Selected contractor and its selected subcontractor must comply with all insurance and indemnification requirements outlined in Appendix A – Agreement for Holiday Program Management.

e. Reservations of Right by the City

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive any defect, informality or irregularity in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reject a proposal if any required proposal document is incomplete or missing;
4. Suspend or reissue a Request for Proposal;
5. Procure any service by any means;
6. Extend deadlines for accepting responses, or accept amendments to responses after expiration of deadlines; or
7. Determine that no project will be pursued.

The Proposer shall prepare the proposal and submit its contents in accordance with the provisions set forth in this RFP. Any attempt to improperly influence any member of the selection committee or the City as determined by the City in its sole discretion shall disqualify a Proposer without further consideration.

Appendix A
Agreement for Holiday Décor Program Management

AGREEMENT FOR SERVICES FOR HOLIDAY DÉCOR AND
PROGRAM MANAGEMENT
PRINCIPAL CLAUSES

THIS AGREEMENT is made by and between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and _____ (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services provided (the "services") as set forth in Exhibit A, attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Services.

(a) The CITY desires a turn-key approach for the CITY's 2014 Holiday Program ("Program"). The Program may include, but is not limited to, holiday lights and decoration, artistic projections and other entertainment elements. In order to implement this approach, CONTRACTOR shall perform the services as described in Exhibit A to the satisfaction of CITY.

(b) By July 31, 2014, CITY and CONTRACTOR shall finalize the lighting, installation and other components of the Program. The components of the Program may include but are not limited to display vendors, banner vendor, and other entertainment elements. CONTRACTOR shall provide CITY with the associated costs of the various Program components and shall bill CITY for the actual costs of such Program components as described more fully in Section 3 of the Agreement.

Section 2. Time of Performance.

(a) CONTRACTOR shall commence the services on the Commencement Date.

(b) CONTRACTOR shall perform all services in conformance with a project schedule mutually agreed upon by the parties and attached hereto and incorporated herein as Exhibit B. Any changes to the project schedule shall be made in writing by the City Manager or his designee, on behalf of CITY, in consultation with CONTRACTOR. All Holiday Program elements (as defined in the Scope of Services) shall be completed, installed, tested and fully operational by November 22, 2014, or other, later date, as directed by CITY.

(c) CITY and CONTRACTOR acknowledge that time is of the essence with respect to the services provided by CONTRACTOR hereunder. CITY may approve changes to the project schedule caused by weather conditions which make it unsafe to install the Holiday Elements or delays in CITY permit processing or approvals.

Section 3. Compensation.

(a) CITY agrees to compensate CONTRACTOR, and CONTRACTOR agrees to accept in full satisfaction for the services required by this Agreement the compensation set forth in Exhibit C, attached hereto and incorporated herein. Such compensation 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) and any other out-of-pocket costs, including payment of monies to third parties directly engaged by CONTRACTOR to provide services under this Agreement. CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit D, attached hereto and incorporated herein. CONTRACTOR agrees to directly bill the CITY for the actual costs incurred for any equipment, materials, or supplies necessary to provide the services under this Agreement, with no mark up. CONTRACTOR shall pass through any savings or additional costs associated with the scope of work outlined in Exhibit A. CONTRACTOR shall use its best efforts to notify CITY if these direct costs are going to exceed the amounts outlined in Exhibit C. In such event, the City Manager, on behalf of CITY, and CONTRACTOR shall modify the scope of work and compensation, if needed, by written amendment to the Agreement.

(b) Any changes to the scope by the CITY or CITY's scheduling changes which result in an increase in services may constitute a change order from CONTRACTOR or any vendor. CONTRACTOR and the CITY, in writing, must agree upon any change orders in advance before any change order work is to commence. If the change order results in an increase in compensation, the additional compensation shall be added to the compensation set forth in Exhibit C.

Section 4. 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 5. Assignment. The services to be provided by CONTRACTOR may not be assigned in whole or in part, without the prior written consent of CITY. The CITY acknowledges that the Holiday Elements (as defined in the scope of work) will be performed by third party contractors engaged by CONTRACTOR.

Section 6. CONTRACTOR and CITY: Responsible Principal.

(a) The Responsible Principal of CONTRACTOR 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) The Responsible Principal of CITY shall be Megan Roach, Marketing and Economic Sustainability Manager and shall serve as principal liaison between CITY and CONTRACTOR. CITY shall notify CONTRACTOR of any change in CITY's Responsible Principal.

Section 7. Personnel. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All personnel engaged in the work shall be qualified to perform such services. CITY shall approve all subcontractors used in the provision of services under this Agreement within three (3) business days of CONTRACTOR's submission and prior to their engagement by CONTRACTOR. Such approval shall not be unreasonably withheld by CITY. CONTRACTOR, however, shall be solely responsible for the work performed by those third party contractors, including timely performance and payment

Section 8. Force Majeure. CONTRACTOR shall not be held responsible for delays or cancellation caused by events beyond the control of CONTRACTOR. Such events include the following: acts of god, fire, epidemic, earthquake, flood or other natural disaster, acts of the government, riots, strikes, war, civil disorder or other man-made disaster.

Section 9. Compliance with Laws. CONTRACTOR and its subcontractors shall comply with all applicable federal, state and local laws applicable to this Agreement.

Section 10. Licenses and Permits.

(a) CONTRACTOR and its subcontractors are responsible for obtaining the licenses and permits required by federal, state or local law, rule or regulation, including, but not limited to, CITY permits as listed in Exhibit E, attached hereto and incorporated herein. As it pertains to CITY permits only, the CITY shall waive the cost of any such CITY permit fees necessary for the installation, maintenance and removal of the Holiday Elements, including any permits fees required for the wiring and/or electrical components of the same.

(b) CONTRACTOR agrees to obtain all licenses for use of music and/or other media utilized in the Program and required by law. CONTRACTOR is responsible for the payment of such license fees and CITY shall reimburse CONTRACTOR for such fees.

Section 11. 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 12. Insurance.

(a) CONTRACTOR shall at all times during the term of this 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.

(b) Contractor shall at all times during the term of this 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 this Agreement.

(c) CONTRACTOR agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation and employer's liability insurance as required by law.

(d) CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement unless otherwise determined by the CITY's Risk Manager.

(e) 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.

(f) If CONTRACTOR fails to keep the aforesaid insurance in full force and effect, CITY shall notify CONTRACTOR that it is in breach of the Agreement and CONTRACTOR has three (3) days to cure such breach. If such breach is not cured by CONTRACTOR as required in this paragraph, CITY may terminate the 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.

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

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

(i) Any deductibles or self-insured retentions must be declared to and approved by CITY prior to commencing work under this Agreement.

Section 13. Indemnification.

(a) CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR including its subcontractors in the performance of this Agreement. CONTRACTOR shall require that its agreements with its subcontractor also provide the indemnification in favor of the CITY as set forth in this paragraph.

(b) CITY agrees to indemnify, hold harmless and defend CONTRACTOR from any liability or financial loss (including, without limitation, attorneys fees and costs) arising from the use of CITY's logo and other CITY trademarks, or any defects in CITY owned property which is the sole cause of the liability or financial loss.

(c) These indemnity provisions shall survive termination of this Agreement.

Section 14. Time is of the Essence. The parties hereto agree that time is of the essence with respect to each term and condition set forth in this Agreement.

Section 15. Termination.

(a) CITY may cancel this Agreement 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 without cause, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid for work done in accordance with all of the terms and provisions of this Agreement, in an amount to be determined as follows: For termination effective prior to September 30, 2014, CONTRACTOR shall be paid xxx Dollars (\$xxx) and for termination effective on or after November 22, 2014, CONTRACTOR shall be paid the full management fee of xxx Dollars (\$xxx) In the event of termination by CITY for cause, CONTRACTOR shall be paid for all services satisfactorily 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.

(c) CONTRACTOR shall ensure and require that any agreements with third party contractors for the provision of Holiday Elements contain a contractual clause to allow the agreement to be assigned to the CITY (upon the CITY's written request) if this Agreement with CONTRACTOR shall be terminated or cancelled at any time during its term.

(d) In the event of termination without cause, CITY shall release CONTRACTOR from any and all further liability that relate to acts that would have been performed if the Agreement was not terminated.

Section 16. Ownership of Holiday Elements.

(a) All original work and services performed and items (other than commercial goods purchased or used and not adapted or designed specifically for the Program) supplied by CONTRACTOR, CONTRACTOR's personnel and CONTRACTOR's agents for the Program, including without limitation, the Holiday Elements and all other entitlements of creative works, the creative works themselves, and all other items of equipment in connection with the preparation and production of the Program, shall be from its inception, the sole and exclusive property of CITY, and shall be returned to CITY at the expiration or earlier termination of this Agreement. CONTRACTOR agrees that CITY owns all right, title and interest, including all rights in copyright, throughout the world.

(b) CONTRACTOR agrees that the Program and all creative results to the Program made, provided, or supplied by CONTRACTOR, CONTRACTOR's personnel, or CONTRACTOR's agents (the "Results") are works made for hire for the City of Beverly Hills within the meaning of the United States Copyright Act. To the extent that any Results are not works made for hire, CONTRACTOR hereby assigns to CITY all right, title, and interest therein and to the Results, including copyright. CONTRACTOR agrees to execute any additional documents furnished by CITY to effectuate and confirm the CITY's sole and exclusive ownership in and to the Results.

Section 17. Notice. Any notices, bills, invoices or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during receiving party's regular business hours or by facsimile before or during receiving party'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 above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. 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 19. Attorney's Fees. In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 20. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 21. Exclusivity. For five years following the termination of this Agreement, CONTRACTOR agrees not to substantially replicate the CITY's Program designs for any other entity anywhere within Los Angeles County without the prior written consent of CITY.

Section 22. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any

of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

Section 23. CITY Not Obligated to Third Parties. The CITY shall not be obligated or liable under this Agreement to any party other than the CONTRACTOR, subject to the provisions set forth in Section 15(d) of the Agreement.

EXECUTED the _____ day of _____, 200_____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

Mayor of the City of Beverly Hills,
California

ATTEST:

City Clerk (SEAL)

CONTRACTOR:

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO CONTENT:

City Manager

Risk Manager

EXHIBIT A

SCOPE OF SERVICES

The CITY desires a turn-key approach for the CITY's Holiday Program which will begin on November 22, 2014 through January 3, 2015 ("Program"). The Program may include but is not limited to holiday lights and decoration, artistic projections and other entertainment elements as agreed upon between CONTRACTOR and CITY. CONTRACTOR will implement and provide the turn-key approach for the Program which includes the following services as more detailed herein: project management services, artistic direction and technical management of the Program, including contracting and oversight of holiday vendors.

A. Description of Program and General Services

1. CONTRACTOR shall, at the request of CITY, provide all design, development, technical and artistic direction, program and contract management, liaison and general program oversight necessary to create, produce and execute a comprehensive Program as described herein. This includes but is not limited to holiday lights and decorations, artistic projections and other entertainment elements.

2. Various aspects of the Program may require coordination and approval from private property owners to utilize private property for the installation of the Holiday Elements. CONTRACTOR shall assist CITY in obtaining approvals including fees and licenses from such private property owners.

3. Services provided by CONTRACTOR include all materials, labor, supplies, equipment, tools, transportation and other items necessary for installation and execution of the Program.

4. The implementation of the Program shall be conducted in the following project phases: design, fabrication, installation, maintenance, removal and storage.

5. As set forth in this Agreement, CITY and CONTRACTOR shall determine the elements and vendors that will comprise the 2014 Holiday Program ("Holiday Elements" and "Program Vendors" respectively). The possible Program Vendors and Holiday Elements include but are not limited to the following:

Display Vendor: Lighting, Specialty Lighting and Three-dimensional pieces

Banner Vendor: Fabricate and install new banners.

Audio Vendor: Provide holiday music on select streets in the City's business triangle.

Vendor to pick-up, refurbish (if necessary) and install previous holiday décor purchased by CITY

Not all vendors may be required for the 2014 Holiday Program

6. CONTRACTOR shall contract with the Program Vendors for the Holiday Elements. Prior to contract execution, CITY and CONTRACTOR shall discuss the scope of services for each Program Vendor including approval of creative designs. CITY expects that the scope of services will describe the various elements and milestones such as design, fabrication and construction, removal and storage. CONTRACTOR shall submit the scope of services for approval by CITY prior to execution of the contract between CONTRACTOR and Program Vendor which approval or disapproval shall be given within three (3) business days of submission and shall not be unreasonably withheld. In addition, the contracts between CONTRACTOR and CITY shall contain any applicable provisions required by this Agreement and said scope of work shall comply with any requirements set forth herein.

B. Project Management.

This scope of work requires that CONTRACTOR will hire and oversee and compensate third party vendors for the design, fabrication and installation of the various Holiday Elements including their maintenance and removal. In no event shall CITY be required to pay such third party vendors unless agreed upon in advance and in writing by CITY. Accordingly, CONTRACTOR shall provide overall project management for the implementation of the Program. Project management includes but is not limited to:

1. Monitor, Regulate and Coordinate Vendor schedules.
2. Monitor and Regulate budgetary issues in regards to each Vendor.
3. Coordinate and Oversee all Vendors during all phases of the project: design, fabrication, installation, removal and storage.
4. Obtain storage vendor bids to assist CITY in the engagement of a storage vendor.
5. Coordinate and Oversee CONTRACTOR personnel, Artistic and Technical, for the duration of the Project.
6. Coordinate with CITY's representatives for the duration of the Project.
7. Regularly inform and update the CITY's representative during all phases of the Project. Frequency of update meetings to be determined by mutual agreement of CONTRACTOR and the CITY.
8. Issue Bid Requests and Oversee Bid responses.
9. Choose Bidders and issue contract documents.
10. Maintain contracts / Pay Vendors.
11. Close out contracts.

C. Artistic Direction.

CONTRACTOR shall seek CITY approval of all Vendor submittals at all stages of the Project as specified in this Exhibit. The CITY shall have the option to participate in the submittal requirements and meetings of each Program Vendor per each Vendor contract.

CITY and CONTRACTOR shall work closely during the design phase of each Holiday Element. CONTRACTOR shall ensure to the greatest extent possible that all Holiday Elements, specifically those that utilize electricity, minimize the use of power

and utilize LED or such other projects and materials designed for efficiency and longevity.

This scope of work requires that the CITY provide prior approval of all Holiday Elements of the various Program Vendors prior to their fabrication. CONTRACTOR shall submit to CITY the design of the various Holiday Elements for CITY approval. CITY shall have sole discretion to approve, disapprove or request modifications to the design. CITY shall have three (3) business days in which to approve, disapprove or request modifications. If the design is disapproved or requires modification, the new design shall be submitted to the CITY for prior approval as set forth herein. If the design modification required by CITY results in a change in cost, CONTRACTOR shall immediately notify CITY in writing and CITY shall pay for such an increase as mutually agreed upon by the parties. In no event shall CONTRACTOR provide the Program Vendor with a notice to proceed to construct or fabricate Holiday Elements without the prior written approval by CITY. Such written approval may be provided by email or facsimile. CITY recognizes that undue delay in providing approvals and direction may result in delay in CONTRACTOR or the Program Vendor in meeting deadlines for production, installation and completion.

As part of CONTRACTOR services, CONTRACTOR shall provide Artistic Direction for the Program Vendors during the various phases of the Program. This includes but is not limited to:

1. Coordinate and Oversee all Artists and Design Vendors during the Design, Fabrication & Installation phases of the Project.
2. Monitor, Regulate and Coordinate Artists and Design Vendors schedules.
3. Coordinate with CITY's representatives during for the duration of the Project.
4. Regularly inform and update the CITY's representative during all phases of the Project. Frequency of update meetings to be determined by mutual agreement of CONTRACTOR and the CITY.

D. Technical Direction.

CONTRACTOR shall provide technical direction for the Program. This includes, but is not limited to:

1. Oversee the Design Phase, from a technical perspective, for each Vendor.
2. Oversee the Fabrication Phase for each Vendor.
3. Oversee the Installation Phase for each Vendor.
4. Oversee the Maintenance Phase for each Vendor.
5. Monitor, Regulate and Coordinate all Vendors in regards to technical schedules.
6. Coordinate between the CITY's Technical representative (s) and Vendor's technical staff during all phases of the Project.
7. Coordinate with the CITY's Representative in regards to budget issues impacted by technical issues.

E. Minimum Specifications for Holiday Elements

The Holiday Elements provided by CONTRACTOR shall comply with the following specifications.

1. The Holiday Elements, and all components thereof, for manufacture and installation pursuant to this Agreement, shall have a useful life of five years, except twinkle lights which shall have a useful life for the display period and the banners which shall have a useful life of three years. All Holiday Elements shall be manufactured and installed so as not to create an unsafe condition on the public street or public right of way. All Holiday Elements shall also be manufactured to meet with all applicable laws and regulations regarding the construction of such decorations. Specifically, but not by way of limitation, such decorations shall be manufactured and installed to withstand rain, wind gusts and other inclement weather and shall be located and installed in such a manner as to avoid, to the greatest extent feasible, vandalism and theft.

2. With respect to Holiday Elements that require the installation of electrical components, the provision of wiring for electrical components or the provision of wiring for power distribution, such electrical components, wiring and/or power distribution shall be installed in accordance with the California Electrical Code and the Beverly Hills Municipal Code. Additionally, where power distribution is required, the contractor shall provide an outlet for each electrical or component element. The CITY shall waive all permit fees usually required for installation of wiring and/or electrical components.

3. Fabrication of Holiday Elements, including all music elements, shall be performed in accordance with best industry practices and techniques and designed for outdoor use. Electrical components shall be of high quality, designed for outdoor use and shall conform to all applicable electrical codes and standards. All fabricated Holiday Elements shall be warranted by the manufacturer for defects in materials and workmanship. All warranties shall be stated on all contracts with CONTRACTOR's subcontractor. Such contracts shall be submitted to CITY.

4. All installations shall be performed in a workmanlike manner according to accepted industry practices. All lighting and electrical work shall conform to all applicable electrical codes and best practices.

5. Throughout the display period of November 22, 2014 through January 3, 2015 ("Display Period"), CONTRACTOR shall cause maintenance of all Holiday Elements every 72 hours and shall make all necessary repairs or replacements within 24 hours of identification or notification of any problems. Emergency response conditions, which in the opinion of the CITY's Responsible Principal present a hazard to public welfare and safety, shall be addressed by CONTRACTOR within four hours of notification to CONTRACTOR at no charge to the CITY. CONTRACTOR shall repair damage caused by vandalism to the Holiday Elements when requested by CITY within twenty-four hours of notification to CONTRACTOR. CONTRACTOR shall supply CITY with quotes for such work if requested by the City Manager or his designee.

6. CONTRACTOR shall remove and disassemble all Holiday Elements at the end of the display period on a schedule to be jointly agreed on between the CITY and CONTRACTOR. CONTRACTOR shall provide all transportation of the Holiday Elements to the storage location.

7. As agreed upon between CONTRACTOR and CITY, CONTRACTOR shall make arrangements for the storage of all Holiday Elements including obtaining bids from vendors on behalf of CITY. CITY shall enter into agreements with storage vendors for such services. The Holiday Elements shall be stored in an appropriate manner such that no damage results from storage. CONTRACTOR shall exercise all reasonable care in the handling and storage of the Holiday Elements. CONTRACTOR shall provide an inventory of all stored Holiday Elements at the completion of the display period. The CITY shall retain the right to inspect the stored Holiday Elements within 24 hours notice to the storage vendor.

8. CONTRACTOR shall take all reasonable steps necessary to ensure the safety of its employees, of any subcontractors, and CITY employees and to protect CITY property from damage. Any safety hazards discovered by CONTRACTOR or its subcontractors during the course of work shall be reported immediately to the CITY Contract Administrator. CONTRACTOR and its subcontractors shall comply with all applicable OSHA or other safety-related laws and regulations in the performance of this Agreement including the installation and removal of the Holiday Elements.

9. If live entertainment is required by CITY or approved by a CITY business partner such as The Rodeo Drive Committee, CONTRACTOR shall provide live entertainment acts according a mutually agreed upon Program and Schedule.

F. General Scope

For the 2014 Holiday Program “Holiday Elements” City desires to hire - _____ to perform general contract type management and oversight of the City’s Holiday Décor Program.

In general services included in this agreement include:

Scope of Services for 2014 Holiday Season shall include:

- Undertake competitive bidding for all sub-vendors and provide City with evidence of bidding, record of bids submitted, analysis of bids and vendor recommendations.
- Manage repairs and maintenance prior to install
- Manage and coordinate vendors to complete installation, ensure compliance, and coordinate maintenance of décor and correction of issues during the display, de-installation and storage.
- Meetings with City staff will be conducted where possible over the telephone.

- Maximum of two site meetings prior to install – e.g. lighting test etc.
- Maximum of two in City meetings with staff and or City Council.
- On-sight review of décor during the display period to ensure quality control
- At end of display provide City with final cost analysis and binder including inventory, storage and vendor information, light pole maps.
- Additional services, such as design, program visioning, entertainment management or attendance at additional meetings shall be charged in accordance with the rate sheet attached. A rate sheet is attached to the Scope of Services.

Emphasis for the 2014 Holiday Décor Program budget shall be on the re-installation of existing décor, with view to keeping the total budget not to exceed \$500,000.

Additional Services for Business Districts within the City

In addition to the specific services outlined above, CONTRACTOR is authorized to install additional décor on CITY streets that may be paid for or sponsored by business organizations or other third party sponsors. In such instances, all décor or proposed enhancements to CITY public right of way shall be subject to prior written approval of CITY. CONTRACTOR shall contact with and pay third party vendors directly for such approved decorations sponsored by third parties. All third party vendors shall indemnify CITY and meet the insurance requirements contained in this Agreement.

EXHIBIT B

SAMPLE HOLIDAY PRELIMINARY OVERALL SCHEDULE

ACTIVITY/COMPLETION DATE	ACTIVITY
July 2014	Council Approval of Holiday Program
July 2014	Competitive Bidding of Subcontractors
August 2014	Approval of all Vendor agreements
September 16	City Power Test
September 30	City Power Timers Set
October 1	Twinkle Lights Install Commence - Business Triangle
October 13	Twinkle Lights – Rodeo Drive Sidewalk Palms
October 16	Twinkle Lights – Wilshire Blvd
October 20	Twinkle Lights – LSM Spur
November 1	Audio – System Installation
November 1	Spans – Wilshire Installation
November 4	Twinkle Lights – City Hall West Side
November 4	Banner – LSM Spur / Wilshire / Robertson / La Cienega
November 6	Light Spheres and Mini Lights – S. Beverly Drive
November 10	Banner – Business Triangle / Wilshire / South Beverly Drive installation
November 10	Santa & Sleigh installation
November 13	Audio: Audio system test & approvals
November 18	Twinkle Light – Lighting test
November 22	Twinkle Lights: system activated: timers set from 4 pm – midnight
November 22	Audio: system activated: timers set from 12 pm – 9 pm
November 22	Begin Display Period
November 27	NO VENDOR ACTIVITY
December 25	NO VENDOR ACTIVITY
January 1, 2015	NO VENDOR ACTIVITY
January 3	End Display Period – Remove All Elements

EXHIBIT C

COMPENSATION

A. Management Fee. For satisfactory performance of the services in this Agreement (Project Management, Artistic Management, Technical Management and Contract Administration of all Vendors listed in the General Specifications), CITY shall pay CONTRACTOR a fixed fee of xxx Dollars (\$xxx).

B. Payment of Vendors. In addition, CONTRACTOR shall be provided an additional amount of compensation to be solely utilized to pay third party vendors (i.e. Program Vendors) to provide the Holiday Elements. This amount shall include compensation for repairs directed by the City Manager or his designee and caused by damage to the Holiday Elements due to vandalism or other events outside the control of CONTRACTOR.

Attachment 1 to this Exhibit is an estimated budget for the Program, attached hereto and incorporated herein. Final subcontract amounts shall be negotiated by CONTRACTOR and approved by CITY in accordance with the terms of the Agreement. Said compensation for the satisfactory performance of all services required by this Agreement, including the management fee, shall not exceed xxx Dollars (\$xxx) and shall be based on the bids provided to CITY from CONTRACTOR from the Program Vendors.

Attachment 1 to Exhibit C – Project Budget

Exhibit D – Schedule of Payment



EXHIBIT E

PERMITS REQUIRED (FEES WAIVED) FOR HOLIDAY DECORATION PROGRAM

Building Permit
Electrical Permit
Heavy Hauling Permit
Street Use Permit
Encroachment Permit



EXHIBIT F 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.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	LIMITS		
				B.I.	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"/> WORKERS' COMPENSATION					

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

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

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**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

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

AGENCY: _____

TITLE: _____

ADDRESS: _____

Appendix B
List of 2014 Holiday Program Décor Elements

Beverly Hills Holiday Program Décor Elements

Santa at Wilshire / Beverly

- Santa Install /Remove
- Paint/refurbish Santa
- Side Lighting
- Storage (1 year)

Power & Twinkle Lights

- Temporary Power and Safety Breaker Boxes
- Incandescent Twinkle Lights
 - (108) Palm Trees Wilshire Blvd
 - (30) Palm Trees Brighton Way
 - (22) Palm Trees Dayton Way
 - (29) Palm Trees and (40) Ficus Trees Little Santa Monica Blvd
 - (27) Palm Trees N Crescent Drive
 - (29) Ficus Trees on N Camden Drive
 - (18) Trees Beverly Canon Gardens Park
 - (25) Trees at City Hall on Crescent Drive
- LED Twinkle Lights
 - (38) Small Palm Trees N Rodeo Drive
 - (23) Palm Trees N Beverly Drive
 - (55) Palm Trees Canon Drive
- (487) Banner Lights - Refurb/ install/ remove/ store
- (53) Ficus Trees South Beverly LEDs / spheres
- Program Maintenance Coordinator
- LED replace (various)
- Storage (1 year)

Décor

- (6) Wilshire Spans - install/refurb/remove/ store
- (53) Garland for poles on N Canon Drive
- (500) Banners -- Install / remove / Maint.
- (17) Ficus Trees Peninsula Hotel Décor and Lights/delivery/storage
- (2) gobo lights on City Hall west wing

Audio

- (2) streets with mounted speakers - Install / Remove / T & A / Maint
- Refurb and Repair
- Storage (1 year)

Appendix C
Power Point with Images of Principal Holiday Décor Elements

Beverly Hills Holiday Décor Program
2013

BANNERS



LIGHTING & DÉCOR – CITY HALL



LIGHTING & DÉCOR – WILSHIRE SPANS



LIGHTING & DÉCOR



LIGHTING & DÉCOR



LIGHTING & DÉCOR



SANTA & SLEIGH

