



**City of Beverly Hills**

**Request for Qualifications  
RFQ-20-010-01**

**Notice Inviting Submission of  
Qualifications for**

**Special Event Management and  
Production Services**

**Due Date: March 5, 2020**

**City of Beverly Hills  
Beverly Hills, CA**

**REQUEST FOR QUALIFICATIONS  
For  
Special Event Management and Production Services**

**RFQ-20-010-01**

**Due Date: March 5, 2020**

**OVERVIEW & BACKGROUND**

The City of Beverly Hills ("City") requests proposals from firms ("Contractor") who can perform special event management and production services including experiential and digital programming under the purview of the City Manager's Office and various City Departments.

Beverly Hills is located in the middle of Los Angeles County, surrounded by the cities of Los Angeles, West Hollywood, Santa Monica and Culver City. Within its 5.7 square mile area, Beverly Hills has approximately 35,000 residents with a business and commercial base that ranks alongside cities with populations of several hundred thousand.

Internationally recognized for its alluring retail stores, hotels and exclusive attractions, Beverly Hills attracts visitors from around the world. As a full-service City, police, fire, water treatment, refuse collection and building inspections, among other municipal services, are provided directly by the City.

Beverly Hills seeks to provide the highest quality special event experiences for residents and visitors while upholding the City's iconic brand as a world premier destination to shop, dine, and stay. In support of this effort, the City seeks to hire a firm or firms to provide professional special event management and production services.

Please note, to help organization, an RFQ Checklist is provided on page 11 of this document. Additionally, the City reserves the right to award as many or as few contracts it deems appropriate.

**OBJECTIVES AND SCOPE OF WORK**

The selected Contractor will provide non-exclusive special event management and production services to event-related projects that may be requested by the City. The City may desire to host events on a small, medium, and large scale in various areas and venues, located in both indoor and outdoor locations.

The selected Contractor will be able to provide turnkey (full-service) operations, including experiential and digital programming, for several event capacities and locations. Events in the City are typically non-ticketed (public and free-of-charge), involve multiple stakeholders, and sometimes include sophisticated technical and logistical elements. Some events in the City have approximately 100 attendees while other events have a range from 3,000 to 30,000 attendees.

The City is interested in receiving proposals from a variety of Contractors for special event management and production services. The City may hire multiple Contractors depending on the needs of the City. For all projects, the City will contact the selected Contractor(s) to obtain a quote. Each project will be quoted by the Contractor(s) at the specified rates in the final Agreement signed by the City and the Contractor.

Third party entities including but not limited to the Beverly Hills Conference & Visitors Bureau and the Rodeo Drive Committee may also wish to contract separately with the City's selected Contractor(s) for special event management and production services. The City may wish to extend pricing and services to these third parties as stipulated in the final Agreement(s) between the City and the selected Contractor(s).

### **Task 1: Special Event Management**

The City supports a variety of initiatives and programs that require a comprehensive turnkey management approach from initial conceptualization to day-of event execution. Events in the City typically range from as few as 100 people up to 30,000. Examples of City supported special events may include but are not limited to the following:

- Summer and Winter Beverly Hills Open Later Days ("BOLD") programs;
- City sponsored events involving multiple venues and stakeholders including but not limited to film festivals, art shows, food festivals, and technology forums;
- Mayor and City Council Installation events;
- City sponsored block parties such as Next Night and the Father's Day Concours de Elegance event on Rodeo Drive;
- Community events including but not limited to sing-alongs, speaker forums, commemorative celebrations and concerts;
- Speaking engagements with the Mayor and City Council;
- Stakeholder meetings;
- Parades;
- Public input meetings;
- Seminars and conferences for educational and/or entertainment purposes;
- BH (Beverly Hills) Healthy City programs including but not limited to yoga, meditation, and 5ks;
- Arts and cultural programs;
- Pop-up events and programs in the business district meant to promote the City;
- Various events and programs requiring street closures; and
- Various events and programs in City parks and City-owned facilities.

In support of these programs, the City seeks to engage the services of Contractors, which can provide special event management for a variety of activities in localized areas of the City and on a larger potentially Citywide scale. The selected Contractor(s) will be able to provide event management services that include but are not limited to the following:

- Creating and managing event timelines and task lists;
- Designing and managing all experiential, physical, and digital event elements
- Coordinating public outreach to community stakeholders including businesses and residents;
- Directing the coordination of tasks and activities with City and non-City partners in preparation for the day of the event;
- Hiring, managing, and training event production staff before the event and day of the event;
- Establishing and maintaining effective working relationships with the City's special events team;

- Developing accurate event budgets and calculating changes in scope as needed;
- Hiring and coordinating servers and bartenders as needed;
- Hiring and coordinating various types of musical entertainment as needed;
- Preparing, designing, and delivering event invitations as needed;
- Managing community impact notifications and response;
- Managing experiences and relationships with VIP event guests;
- Attending project management meetings on a regular basis as needed;
- Preparing professional quality reports and supporting documents for a variety of audiences;
- Delivering marketing and promotional collateral using traditional and digital platforms; and
- Upholding the brand of the City of Beverly Hills at all times.

**Task 2: Special Event Production**

In addition to services for special event management, the City seeks services for special event production and execution. The selected Contractor(s) will be able to provide comprehensive special event production services with the goal of ensuring that the quality of the special event experience is maintained at the highest caliber. The selected Contractor(s) will also be able to provide special event production services including but not limited to the following:

- Negotiating with other contractors and consultants to coordinate lighting, video, sound, labor, and backline services;
- Executing and providing technical management for all experiential, physical, and digital event related services;
- Providing schedules and technical service requests as related to all resources used in the execution of the event including City resources;
- Coordinating street closures and traffic management plans in conjunction with the City;
- Performing site inspections and testing of equipment;
- Developing and communicating technical operations plans with entertainment, security, and safety personnel;
- Hiring other technical and equipment vendors as needed;
- Coordinating and managing technical event rehearsals;
- Troubleshooting and addressing technical challenges with hardware and equipment;
- Leading the production team and coordinating on-site installation of event elements;
- Providing technical expertise on topics including but not limited to visual effects, lighting, sound, set design, rentals, and staging; and
- Supervising event production operations in both back-of-house and front-of-house.

**SCHEDULE**

The anticipated schedule for submission of this Request for Qualifications (“RFQ”) is as follows:

|                                    |                          |
|------------------------------------|--------------------------|
| Solicitation issued:               | <b>February 5, 2020</b>  |
| Deadlines for receipt of questions | <b>February 18, 2020</b> |
| City response to questions         | <b>February 21, 2020</b> |
| Proposal due date                  | <b>March 5, 2020</b>     |
| Anticipated award date             | <b>March 31, 2020</b>    |
| Anticipated start date             | <b>April 1, 2020</b>     |

## **QUESTIONS**

Questions regarding this RFQ are to be submitted by email only to Cindy Owens at [cowens@beverlyhills.org](mailto:cowens@beverlyhills.org) and copied to Garin Hussenjian at [ghussenjian@beverlyhills.org](mailto:ghussenjian@beverlyhills.org), **no later than 4:30 PM PST on Tuesday, February 18, 2020**. The subject title of such emails should read "RFQ-20-010-01 Potential Respondent - (Insert Contractor Name)." Any inquiry should state the question only, without additional information. Questions emailed by potential respondents and any additional information that the City provides in response to such questions will be posted on the City's website <http://beverlyhills.org/citymanager/bidlistings/> by **Friday, February 21, 2020 at 6:00 PM PST**. Oral responses by any City employee or agent of the City are not binding and shall not in any way be considered as a commitment of the City.

## **MINIMUM QUALIFICATIONS**

Respondents must have been in the business of providing special event management and production services similar to those detailed in this RFQ for at least five (5) years.

Respondents must have provided special event management and production services for public events similar to those described within this RFQ for at least five (5) years.

Preference may be given to firms that have worked with municipalities or public agencies.

Respondents must submit complete proposals.

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

Respondent must already possess or be able to obtain a City of Beverly Hills Business License and be licensed to do business in the State of California by the Secretary of State. Respondent can see additional details on insurance requirements on page 8 of this document.

**Respondents must provide complete proposals, including all documents requested by City in this RFQ. Submissions with incomplete questionnaires and pricing information are subject to rejection by the City.**

## **ORGANIZATION OF PROPOSAL**

The proposal shall include the forms listed in Appendix A, including both the questionnaire and the request for a sample budget.

Both the questionnaire and pricing information must be submitted as part of the RFQ submittal by the Respondent.

The City may award contracts to multiple Respondents based on the specialty and capability of each firm to provide services for events of comparatively small, medium, and large sizes.

Additionally, a portfolio of work that demonstrates the ability of the applicant to provide special event management and production services **must be submitted**. The portfolio must encompass at least three projects from the last five years of work, and must include the title of the event(s), the date(s) it occurred, the name of the client if applicable, and the number of attendees.

No other documentation will be required; however, the respondent may include up to five (5) additional pages which may include elements such as further descriptions of work experience, and sample work projects from other jurisdictions.

### **SUBMITTAL REQUIREMENTS**

Proposals must be prepared in English, and include the forms listed in Appendix A in a readable font as a PDF file. Any submission shall constitute an irrevocable offer for one hundred eighty (180) days following the deadline for its submission. Information contained in the proposal is confidential and shall remain so until a contract is signed.

#### **A. Copies**

The respondent shall submit one (1) hard-copy original and a flash drive containing a PDF version of the proposal.

#### **B. References**

The respondent shall provide names and contact information for at least three references.

#### **C. Contact**

Proposers shall not contact the City's Mayor, Councilmembers, or staff during this RFQ process regarding the RFQ other than those listed for the question and answer section. Only Contractors currently under contract with the City may have contact with the Mayor, Councilmembers, and staff, however discussions must be with regards to current special event related topics. The current Contractor **MUST NOT** discuss this RFQ with the City's Mayor, Councilmembers, City Manager, or staff during this RFQ process or they **will be disqualified**.

#### **D. Deadline**

Proposers shall submit one (1) original copy, clearly marked as such, and a flash drive containing a digital PDF copy **no later than 2:00 p.m. PST on Thursday, March 5, 2020** to:

**City Clerk's Office  
City of Beverly Hills  
City Hall, 2nd Floor, Room 290  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
RE: RFQ-20-010-01**

Proposals shall be submitted in writing to the address above, with Attn. City Clerk on the outside of the envelope or package. City Hall office hours are Monday through Thursday, 7:30 a.m. to 5:30 p.m. and Friday 8:00 a.m. to 5:00 p.m.

Until award of a contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful Respondent, all proposals, including those not selected, shall be public records. Any respondent may withdraw their response either in person or by written request, sent by mail or facsimile, at any time prior to the scheduled closing time for receipt of submittal. No proposal shall be returned after the date and time set for opening thereof.

#### **E. Rejection of Proposals**

Proposals received after 2:00 p.m. PST shall be considered late. Late submittals will be rejected and returned unopened. If mail delivery is used, the Respondent should mail the

proposal early enough to provide for arrival by this deadline. The Respondent uses mail or courier service at its own risk. The City will not be liable or responsible for late delivery of proposals.

The City reserves the right in its sole discretion to reject any or all submissions in whole or in part for any reason without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements. If a proposal fails to meet a material requirement in the RFQ, or if it is incomplete or contains irregularities, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements in the RFQ.

Immaterial deviations may cause a proposal to be rejected. The City may or may not waive an immaterial deviation or defect in a proposal. The City's waiver of an immaterial deviation or defect shall in no way modify the RFQ or excuse a respondent from full compliance with the remaining RFQ.

Proposals that contain false or misleading statements may be rejected if in the City's opinion the information was intended to mislead the City regarding a requirement of the RFQ. Proposals may be rejected in any case where it is determined that the proposals are not truly competitive, or where the costs presented are not reasonable.

**F. Proof of Authority**

The proposal must also include the following information: name, title, address and telephone number of the individual who has authority to bind the Contractor and who may be contacted during the proposal evaluation period. The proposal shall be signed by an official authorized to bind the Contractor and shall contain a statement to the effect that the proposal is a Contractor offer for at least a one hundred eighty (180) day period.

**G. Conflict of Interest**

The Contractor shall have no interest in other projects or independent contracts that conflict in any manner with the interests of the City. The Contractor shall notify the City of any existing contracts or proposed new contracts which may conflict with the City's interests. Contractors submitting proposals in response to this RFQ must disclose to the City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under an Agreement for Special Event Management and Production Services to be awarded pursuant to this RFQ. If this Contractor has no conflict of interest, a statement to that effect shall be included in the proposal.

**EVALUATION CRITERIA AND SELECTION PROCESS**

The City will evaluate the proposals with the intent of selecting the most qualified Contractor. Any contract offered by the City will be awarded in the best interest of the City and in the City's sole discretion. The City may select more than one Contractor for performing special event management and production services. Evaluation criteria include but are not limited to the following:

- 1) Completeness and thoroughness of the proposal
- 2) Ability to provide special event management services as outlined in the scope of work
- 3) Ability to provide special event production services as outlined in the scope of work
- 4) Work experience with other government and/or public sector agencies

The most qualified Respondents may be invited for interviews with City representatives. The City reserves the right to interview as many or as few Respondents as it deems appropriate. The City also reserves the right to make its selection without conducting interviews and award as many or as few contracts it deems appropriate.

### **CONTRACT AND INSURANCE**

The City will prepare an Agreement for implementation between the successful respondent and the City (See Appendix B for a Sample). **The selected firm's standard form contract will not be considered as an acceptable substitute.** The selected firm shall maintain, at a minimum, the insurance requirements specified in the sample Agreement. The insurance information listed below encompass the City's minimum requirements. The City shall have access to the selected vendor's total policy limits beyond the minimum requirements as listed below:

- Insurance shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best's Insurance Guide.
- A 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 Consultant.
- If the Contractor will be supplying alcoholic beverages, the General Liability Insurance shall include host liquor liability coverage with minimum limits of One Million Dollars (\$1,000,000).
- If the Contractor is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage with minimum limits of One Million Dollars (\$1,000,000).
- If the Contractor intends to sell alcohol either the Contractor or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol with minimum limits of One Million Dollars (\$1,000,000).
- 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 Consultant in performing the Scope of Work required by this Agreement.
- Workers' compensation insurance as required by the State of California.
- Each sub-contractor engaged by the Contractor must maintain insurance coverage which meets all the requirements listed in the Agreement (Exhibit B to this RFQ).
- All of the policies 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.
- All policies of insurance shall include provisions for waiver of subrogation. The Contractor's insurance shall be primary to any coverage available to City.
- The general and auto liability insurance shall contain an endorsement naming the CITY as an additional insured.
- City may either immediately terminate the Agreement if the insurance lapses during the Agreement or the City may take out the necessary insurance and pay, at the Contractor's expense, the premium.
- All insurance certificates shall be on file with the City Clerk.
- Any deductibles or self-insured retentions shall be declared to the City and must be approved by the City.
- The insurance amounts required by the Agreement do not limit the City's right to recover against the Contractor or its insurance carriers.



## **GENERAL INFORMATION AND INSTRUCTIONS**

All communications concerning this RFQ should be directed to Cindy Owens, Policy and Management Analyst by email at [cowens@beverlyhills.org](mailto:cowens@beverlyhills.org) and copied to Garin Hussenjian, Community Outreach Manager by email at [ghussenjian@beverlyhills.org](mailto:ghussenjian@beverlyhills.org).

**No questions or comments regarding this RFQ are to be directed to the Mayor of the City of Beverly Hills, the Mayor's Office, Beverly Hills City Council, the City Manager, the Director of Finance, any public official, or any City of Beverly Hills trustee other than those listed above.**

Respondents are responsible for complying with all federal, state, and local rules and regulations. Respondents agree that City may, in its sole discretion, at any time prior to the execution of a final contract, accept, reject or cancel all or any part of a proposal, issue another proposal with terms and conditions similar or different to those set forth above, extend any deadline and/or supplement, amend or otherwise modify the proposal.

By submission of a proposal, respondents acknowledge and agree that the City of Beverly Hills, as a public trust, is subject to state and local public disclosure laws and, as such, is legally obligated to disclose to the public documents, including proposals, to the extent required thereunder. Without limiting the foregoing sentence, the City's legal obligations shall not be limited or expanded

Respondents are advised to become familiar with all conditions, instructions and specifications governing this RFQ. Once an award has been made, a failure to have read all the conditions, instructions and specifications of this RFQ document shall not be cause to alter the contract or for the respondent to request additional compensation. This RFQ process does not commit the City to award any contract and the City is not liable for any costs incurred by the respondent in the preparation and submission of a proposal. The City may award multiple contracts as needed.

The successful respondent shall not assign the contract or subcontract, in whole or in part, without the prior written consent of the City. Such consent shall neither relieve the respondent from its obligation nor change the terms of the contract.

Each respondent shall submit in full this completed original RFQ document and all necessary catalogues, descriptive literature, etc., needed to fully describe the materials or work it proposes to furnish. **Respondent's failure to fully and adequately respond to this RFQ may render the proposal non-responsive and is grounds for rejection by the City.** Upon the award of the contract to the successful respondent or respondents, the City will require evidence of insurance coverage be furnished prior to issuing a purchase order. The amounts and types of coverage are specified in Appendix B of this RFQ document. **All insurance forms must be in a format acceptable to the City.**

Every supplier of materials and services and all contractors doing business with the City shall be an "Equal Opportunity Employer" as required by Section 2000e of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11375, and as such shall not discriminate against any other person by reason of race, creed, color, religion, age, sex or physical or mental handicaps with respect to the hiring, application for employment, tenure, terms or conditions or employment of any person.

Prices quoted herein must be valid for a period of not less than one hundred eighty (180) days after the closing date of this RFQ.

RFQs calling for other than a "lump sum" total may be awarded by single item, by groups of items, as a whole, or as the City deems to be in the best interest of the City.

The City will be the sole and exclusive judge of quality, compliance with RFQ specifications or any other matter pertaining to this RFQ. The City reserves the exclusive right to award this RFQ in any manner it deems to be in the best interest of the City.

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of the City shall affect or modify any terms or obligations of the RFQ, or any contract resulting from this RFQ.

Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue use tax associated with its own purchases. The City requests that its contractors self-accrue their 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.

### CHECKLIST

The Checklist below has been prepared by City. The Checklist may be incomplete; therefore, it is the responsibility of the Respondent to ensure that each item requested within the RFQ response is included.

- Cover Letter which expresses how the Respondent meets the minimum qualifications on page 5
- Proof of Authority
- A portfolio of work that demonstrates the ability of the applicant to provide special event management and production services. The portfolio must encompass examples of work that has occurred in the last five years, and must include the title of the event(s), the date(s) it occurred, the name of the client if applicable, and the number of attendees.
- Three references as outlined on page 6.
- Appendix A – Experience Form and Questionnaire
- Appendix B – Pricing Information (Sample Budget)
- One (1) hard-copy original and a flash drive containing a PDF version of the proposal.

**APPENDIX A**

**EXPERIENCE FORM AND QUALIFICATIONS QUESTIONNAIRE**

The Respondent shall provide the following information. Failure to fully complete the required information may render the Proposal non-responsive and possibly eliminate the proposal from further consideration.

**The City is interested in receiving proposals from a variety of firms for special event management and production services. Proposals from several firms will be considered and multiple contracts may be awarded at the discretion of the City.**

**Respondents should note that a portfolio of work that demonstrates the ability of the applicant to provide special event management and production services is required in addition to this form. The portfolio must encompass a minimum of three examples of work that occurred in the last five years. The submitted portfolio must include work that is relevant to Task 1 and/or Task 2 of the RFQ. The submission must include the title of the event(s) managed and/or produced, the date(s) it occurred, and the number of attendees.**

**No other documentation will be required, however, the respondent may include up to five (5) additional pages (not including the required portfolio) which may include elements such as further descriptions of work experience and sample work projects from other jurisdictions.**

1. Respondent has been engaged in the special event management and production services business under the present business name of

\_\_\_\_\_ for \_\_\_\_\_ years.  
 (Name of Business) (Number)

2. Business license # \_\_\_\_\_ Issued by \_\_\_\_\_  
 (Name of City for Business License)

3. Information for the main contact who would be able to answer questions regarding the proposal and its contents.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

4. How many full time staff does your firm currently employ? \_\_\_\_\_

5. For how many municipal government or public sector organizations is your firm currently providing special event management and production services? \_\_\_\_\_

6. For how many municipal government or public sector organizations has your firm provided special event management and production services in the last five (5) years? \_\_\_\_\_
  
7. In the last twelve months, how large were the events produced and/or managed by your firm? Please indicate all that may apply:
  - Fewer than 1,000 attendees
  - 1,000 to 5,000 attendees
  - 5,000 to 10,000 attendees
  - 10,000 to 20,000 attendees
  - 20,000 attendees or more
  
8. For all clients referenced in Question #5, the Respondent must provide on company business letterhead:
  - a. Municipal Government or Public Sector Agency name, location, and personal contact at that agency with telephone number
  - b. Brief description of the scope of work
  - c. Number of years the Respondent has continuously serviced the account
  
9. The Respondent understands that all listed clients and references may be contacted by the City for the purpose of evaluating proposals. (yes / no).
  
10. (Option) Briefly describe in the space provided below your qualifications for providing special event management and production services as described in the scope of services in this RFQ, or any other information you'd like to share that exemplifies the qualifications of your firm. A maximum of two (2) additional pages may be attached to the response if needed.

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\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

PRICING INFORMATION

The Respondent shall provide the following information. Failure to complete the required information may render the proposal non-responsive and possibly eliminate the proposal from further consideration.

The City is interested in receiving proposals from a variety of firms for special event management and production services. In order to gauge an approximate cost of an event, the City is requiring each respondent to provide a sample budget from an event you have previously done for either the City or another entity. The budget shall include line item breakdowns. A sample budget is provided below for reference. This sample budget must be for an event the Respondent produced and should not be identical to the one listed below. The budget may be much smaller in size if respondent is solely providing qualifications for providing event support and/or management for a small scale event.

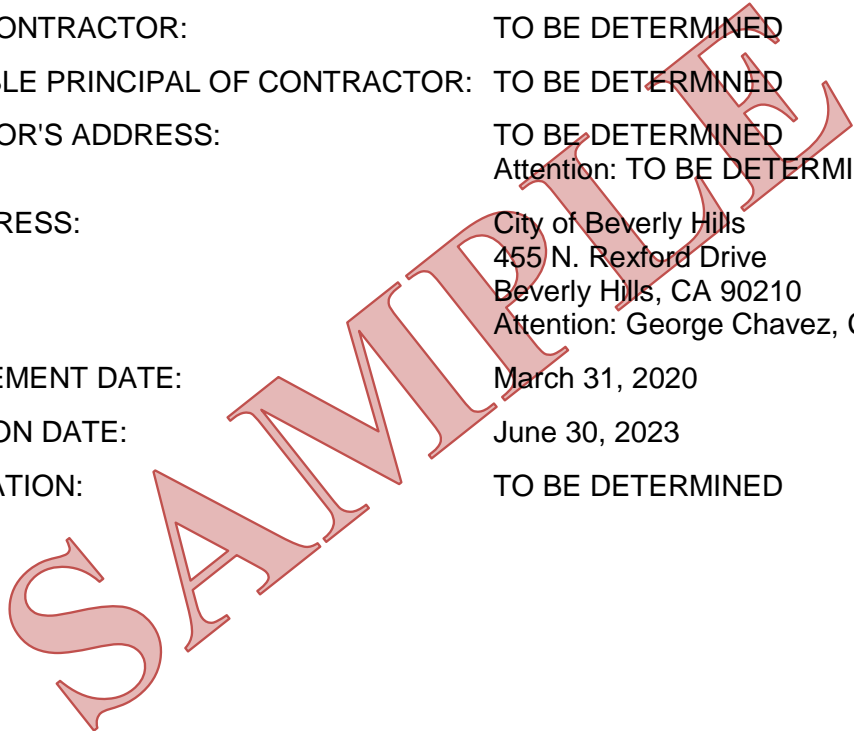
| <b>Expenses - Main Kick Off Night plus 11 Nights of Programming from 5 pm to 8 pm</b> |   |                      |
|---|---|----------------------|
| <b>Item Description</b>   | <b>Detail</b>   | <b>PROGRAM COSTS</b> |
| Site Services, Infrastructure, K Rail, & Equipment                                    | Cleaning, Crowd Control, Heavy Equipment, Production Office, Public Restrooms, K-Rail (Street Closure)  | \$33,000.00          |
| City Event Permit   | Permit for Street Closure and Special Event   | \$45,000.00          |
| Event Rentals & Furnishings   | Main Evening Event (First Night Only)   | \$31,000.00          |
| Creative Services: Signage, Branding, Printed Materials, and Postcards                | Promoting First Evening of Event plus subsequent evenings - includes placing one full page ad a week in local newspaper                                   | \$35,000.00          |
| 3rd Party Security & Medical  | First Night Only  | \$12,500.00          |
| First Night Kick Off Party plus 4 weeks Programming plus Talent Hospitality           | 4 weeks of ongoing programming for Thursday, Friday, and Saturday Evenings, 5 pm to 8 pm; includes increased costs for first evening to promote the event | \$213,150.00         |
| Fireworks   | First Night Only  | \$25,000.00          |
| Main Stage: Includes Stage Hands, Audio Technician(s), and Equipment                  | First Night plus 4 additional evenings  | \$38,000.00          |
| Main Stage Lighting   | First Night Only  | \$20,000.00          |
| Generators  | First Night plus 4 additional evenings  | \$14,000.00          |
| Graphic Design  | For the entire event - including graphics for stage, step and repeat, sidewalk signage as permitted by City, for use in collateral                        | \$15,000.00          |
| Video, Audio, & Sound   | First Night plus 4 additional evenings  | \$46,500.00          |
| Event Support Staff (e.g. Wages, Parking, and Crew Meals)                             | Production Supplies, Crew Meals, Parking, etc   | \$45,000.00          |
| Champagne Garden / Food and Beverage  | First Night Only - Rentals and Staffing   | \$20,000.00          |
| Misc.   | Production Vehicles, Radios, etc.   | \$9,500.00           |
| Social Media Influencers  | For First evening plus 3 other appearances  | \$20,000.00          |
|   | <b>Subtotal</b>   | <b>\$622,650.00</b>  |
| Fee for Management Company  | Estimated at 20%  | \$124,530.00         |
|   | <b>Projected Total Costs</b>  | <b>\$747,180.00</b>  |

**APPENDIX B**

**SAMPLE AGREEMENT**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND <Insert Name of Contractor> FOR SPECIAL EVENT PRODUCTION AND MANAGEMENT SERVICES

|                                      |  |
|--------------------------------------|--|
| NAME OF CONTRACTOR:                  | TO BE DETERMINED   |
| RESPONSIBLE PRINCIPAL OF CONTRACTOR: | TO BE DETERMINED   |
| CONTRACTOR'S ADDRESS:                | TO BE DETERMINED<br>Attention: TO BE DETERMINED  |
| CITY'S ADDRESS:                      | City of Beverly Hills<br>455 N. Rexford Drive<br>Beverly Hills, CA 90210<br>Attention: George Chavez, City Manager |
| COMMENCEMENT DATE:                   | March 31, 2020   |
| TERMINATION DATE:                    | June 30, 2023  |
| CONSIDERATION:                       | TO BE DETERMINED   |



AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND <Insert Name of Contractor> FOR SPECIAL EVENT MANAGEMENT AND PRODUCTION SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and <Insert Name of Contractor> (hereinafter called "CONTRACTOR").

RECITALS

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

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Works.

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.

CONTRACTOR shall commence its services under this Agreement upon the Commencement Date or upon a receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above.

The City manager or his designee may extend the time of performance in writing for two (2) additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONTRACTOR for the services and/or goods provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B.

(b) Expenses.

The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including,



but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) **Additional Services.** CITY may from time to time require CONTRACTOR to perform additional services not included in the Scope of Work. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. **Method of Payment.** CITY shall pay CONTRACTOR said Consideration in accordance with the method and 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 prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. **Responsible Principal(s)**

(a) CONTRACTOR's Responsible Principal 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 prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. **Personnel.** CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

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

Section 10. **Interests of CONTRACTOR.** CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. **Insurance.**

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

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single

limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(i) If CONTRACTOR will be supplying alcoholic beverages, the General Liability Insurance shall include host liquor liability coverage with minimum limits of One Million Dollars (\$1,000,000).

(ii) If CONTRACTOR is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage with minimum limits of One Million Dollars (\$1,000,000).

(iii) If CONTRACTOR intends to sell alcohol either the CONTRACTOR or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol with minimum limits of One Million Dollars (\$1,000,000).

(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 Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

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

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

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

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured.

(f) CONTRACTOR shall provide CITY with thirty (30) days prior written notice if the policies required under this Agreement will be canceled or reduced. All of the policies required under this Agreement shall state that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

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

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

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

Section 12. Indemnification.

(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 claim, 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 in the performance of this Agreement.

(b) All duties of CONTRACTOR shall survive termination or expiration of the Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar 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 based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records Retention and Examination. CONTRACTOR shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, with respect to all matters covered under this Agreement for five (5) years after receipt of final payment by CITY under the Agreement. CONTRACTOR shall make all such records and documents available for inspection, copying, or other reproductions, and auditing by authorized representatives of CITY, including the City Manager or designee, free of charge. CONTRACTOR shall make available all requested data and records at reasonable locations within the County of Los Angeles at any time during normal business hours, and as often as CITY deems necessary. If records are not made available within the County of Los Angeles, CONTRACTOR shall pay CITY's travel, hotel and meal costs to the location where the records are maintained. CONTRACTOR must include this provision in all subcontracts made in connection with this Agreement. This provision shall survive the termination of the Agreement.

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the 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. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 19. 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 20. Exhibits: Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 23. 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.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_ 2020, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
JOHN A. MIRISCH  
Mayor of the City of Beverly Hills, California

ATTEST:

\_\_\_\_\_(SEAL)  
HUMA AHMED  
City Clerk

[Signatures continue]

CONTRACTOR: <To Be Determined>

\_\_\_\_\_  
NAME  
Title

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

\_\_\_\_\_  
GEORGE CHAVEZ  
City Manager

\_\_\_\_\_  
GARIN HUSSENJIAN  
Community Outreach Manager

\_\_\_\_\_  
SHARON L'HEUREUX DRESSEL  
Risk Manager

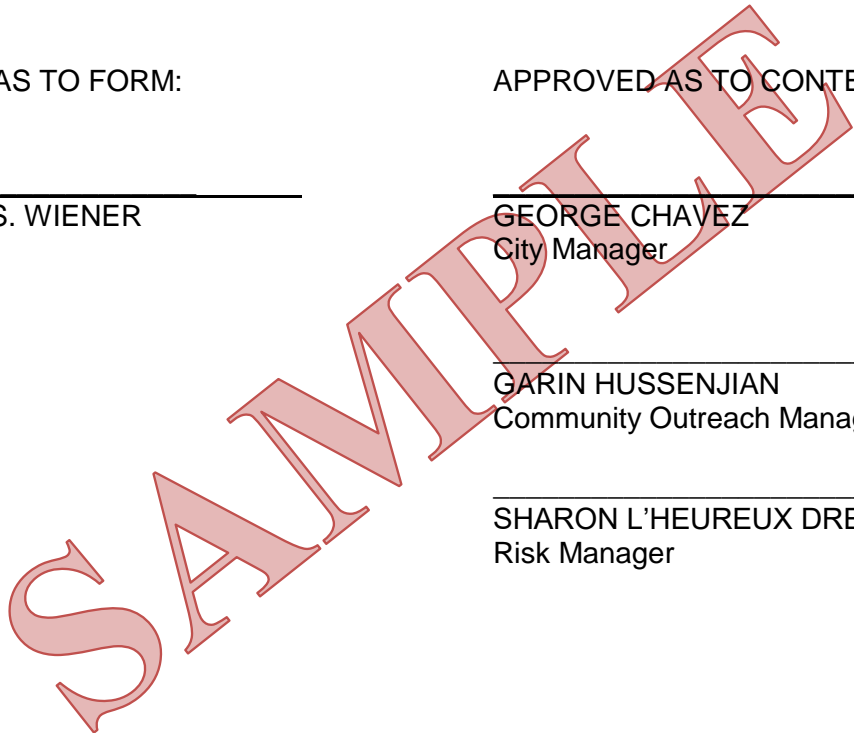


EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall perform the following services:

1. Creating and managing event timelines and task lists
2. Designing and managing all experiential and digital event elements
3. Coordinating public outreach to community stakeholders including businesses and residents
4. Directing the coordination of tasks and activities with City and non-City partners in preparation for the day of the event
5. Hiring, managing, and training event production staff before the event and day of the event
6. Establishing and maintaining effective working relationships with the City's special events team
7. Developing accurate event budgets and calculating changes in scope as needed
8. Hiring and coordinating servers and bartenders as needed
9. Hiring and coordinating various types of musical entertainment as needed
10. Preparing, designing, and delivering event invitations as needed
11. Managing community impact notifications and response
12. Managing experiences and relationships with VIP event guests
13. Attending project management meetings on a regular basis as needed
14. Preparing professional quality reports and supporting documents for a variety of audiences
15. Delivering marketing and promotional collateral using traditional and digital platforms
16. Upholding the brand of the City of Beverly Hills at all times
17. Negotiating with other contractors and consultants to coordinate lighting, video, sound, labor, and backline services
18. Executing and providing technical management for all experiential and digital event related services
19. Providing schedules and technical service requests as related to all resources used in the execution of the event including City resources
20. Coordinating street closures and traffic management plans in conjunction with the City
21. Performing site inspections and testing of equipment
22. Developing and communicating technical operations plans with entertainment, security, and safety personnel
23. Hiring other technical and equipment vendors as needed
24. Coordinating and managing technical event rehearsals
25. Troubleshooting and addressing technical challenges with hardware and equipment
26. Leading the production team and coordinating on-site installation of event elements
27. Providing technical expertise on topics including but not limited to visual effects, lighting, sound, set design, rentals, and staging
28. Supervising event production operations in both back-of-house and front-of-house
29. For each project, CONTRACTOR will develop an event proposal which shall include:
  - a. Conceptual Event design services including creation of Event site plan
30. Oversee Event vendor sub-contracting and manage Event installation, operations, and de-installation which shall include but not be limited to:
  - a. Vendor vetting and contracting
  - b. Alcohol vendor vetting and application processing
  - c. Entertainment vetting and application processing
31. Develop Event components, which shall include but are not limited to:
  - a. Food trucks and coordination with participating restaurants and pop-up vendors



- b. Atmosphere and musical entertainment
  - c. Event signage, graphics, step and repeat, seating, stage, audio, lighting, power, restrooms, and rental support
  - d. Stage with audio and lighting
  - e. Event lighting
  - f. Entertainment and musical acts. CONTRACTOR and CITY shall mutually agree upon in writing the artists chosen to perform at the Event.
  - g. Wine/Beer/Champagne Garden(s). CONTRACTOR and CITY shall mutually agree upon the number and size of wine/beer/champagne gardens for the Event.
    - i. Perimeter barricades around wine/beer/champagne garden(s).
    - ii. Alcohol permit
    - iii. Security
    - iv. Liquor liability insurance
    - v. Alcohol vendors/labor
32. Attend project meetings as requested by CITY
33. Attend City Council meetings and City Liaison Committee meetings in the afternoons and evenings as needed
34. Collect business vendor participation fee from pop-up vendor applicants and incorporate into final budget for CITY review post-event, as needed
35. Coordinate with CITY on the provision of municipal resources, assets, and services including but not limited to:
- a. Public Safety support as needed
  - b. Tents / booths
  - c. Seating and chairs
  - d. Street closure and all associated items and personnel for street closure to be provided at no cost to CONTRACTOR
  - e. Parking structure and staff
  - f. Event marketing planning and development with the CITY's Office of Communications
  - g. CITY refuse bins and removal services
  - h. Additional CITY services as may be identified and mutually agreed upon by both parties in writing prior to event
36. Manage Event costs to ensure they do not exceed the costs outlined in Exhibit B
37. Provide a final report to CITY that shall minimally include all documentation associated with any components that were placed out to bid including purchase orders, and invoices
38. CONTRACTOR shall adhere to a production schedule for each event. Any changes to this schedule must be mutually agreed upon by CITY and CONTRACTOR

CITY may waive all costs associated with City permits, including staff time, related to services provided under this Agreement depending on the nature of the event. CONTRACTOR shall still be responsible for obtaining City permits. All other county, state, or federal permits that may be required for this Event are the responsibility of CONTRACTOR to obtain. CITY will work with CONTRACTOR to coordinate production, logistics, publicity and marketing for the assigned events.

CONTRACTOR shall comply with all relevant prevailing wage legislation as it relates to the subcontracting of work related to this Agreement.

CITY may request CONTRACTOR to perform as needed services not explicitly outlined in this Agreement as mutually agreed upon by CITY and CONTRACTOR in writing prior to the performance of the work.

CITY will contact CONTRACTOR to obtain a quote for each project. CONTRACTOR shall provide a written cost proposal per project. CITY shall compensate CONTRACTOR for such services as mutually agreed upon in writing by the parties of this agreement.

Each engagement will be set forth in writing in a written quote to be approved by CITY in writing before any work, billing, or demand for payment will be initiated. Each quote shall contain an estimated cost for the project along with a Not-to-Exceed amount which shall include all labor and expenses. If the scope of the engagement changes or the cost of the engagement will exceed the Not-to-Exceed amount, then CONTRACTOR shall obtain written permission or an amendment to the quote.

SAMPLE



EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

CITY shall compensate CONTRACTOR for the satisfactory performance of the work described in this Agreement for as-needed services.

Upon CITY's request, each engagement for services shall be set forth in writing in an executed Individual Project Order (IPO) to be approved by CITY in writing before any work, billing, or demand for payment will be initiated. Any project exceeding \$50,000 will require City Council approval prior to the commencement of work. Each IPO shall contain an estimated cost for the project along with a not-to-exceed amount, which shall include all materials, labor, and expenses. If the scope of the engagement changes, or the cost of the engagement will exceed the not-to-exceed amount, then CONTRACTOR shall obtain written permission or an amendment to the IPO.

The event management fee for each project will be quoted on an individual project basis in writing and subject to written approval of CITY.

CONTRACTOR shall submit an itemized statement to CITY for its services performed, which shall include documentation setting forth in detail a description of the services rendered. CITY shall pay CONTRACTOR the undisputed amount of such billing within thirty (30) days of receipt of same.

SAMPLE

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**

**ADDRESS**

- A.
- B.
- C.

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