



## REQUEST FOR PROPOSALS

CITY OF BEVERLY HILLS  
OFFICE OF THE CITY CLERK, RM 290  
455 NORTH REXFORD DRIVE  
BEVERLY HILLS, CALIFORNIA 90210  
(310) 285-2400

### PROPOSALS REQUESTED

Sealed proposals are requested for coffee, supplies, equipment, maintenance, and service at City facilities, as set forth herein, subject to all conditions outlined in this Request for Proposals document, including:

- SECTION I:** REQUEST FOR PROPOSALS
- SECTION II:** GENERAL INFORMATION AND INSTRUCTIONS
- SECTION III:** DETAILED SPECIFICATIONS
- SECTION IV:** PROPOSAL FORMS
- SECTION V:** MISCELLANEOUS PROVISIONS

- APPENDIX A:** SAMPLE AGREEMENT INCLUDING CERTIFICATE OF INSURANCE EXAMPLE (*Proposer's Certificate of Insurance must be submitted with Proposal.*)
- APPENDIX B:** ESTIMATE OF ANNUAL USAGE OF COFFEE AND SUPPLIES

Sealed proposals will be received only at the **Office of the City Clerk**, 455 North Rexford Drive, Room 290, Beverly Hills, CA 90210 until **5:00 p.m. local time, on Monday, September 30, 2019.**

### SECTION I – REQUEST FOR PROPOSALS

**Date of Request: September 12, 2019**

**RFP Number: 19-350-35**

**Item Description: COFFEE, SUPPLIES, EQUIPMENT, MAINTENANCE, AND SERVICE**

**Proposal Due Date/Time: September 30, 2019 @ 5:00 PM**

All proposals shall be delivered no later than the specified due date and time to the City Clerk's office at the address listed above. Proposals arriving after the specified hour will not be accepted. Mailed proposals, which are delivered after the specified hour will not be considered regardless of postmarked time on the envelope. All proposals must be in writing and must contain an original signature by an authorized officer of the firm. Proposals submitted by fax or email will not be accepted.

The only acceptable evidence to establish the time and date of receipt of proposals at the City of Beverly Hills is the time-date stamp of the City Clerk’s office on the proposal wrapper or other documentary evidence of receipt maintained by the City Clerk’s office.

All proposals and accompanying documentation will become the property of the City and will not be returned. The Proposer has full responsibility to ensure the proposal arrives before this deadline and accepts all risks of late delivery of mailed proposals regardless of fault. The City of Beverly Hills assumes no responsibility for delays caused by the U.S. Post Office or any other delivery service.

PROPOSAL DEPOSIT - NONE REQUIRED WITH THIS PROPOSAL.  
PERFORMANCE BOND AND PAYMENT BOND - NONE REQUIRED WITH THIS PROPOSAL.  
THE CITY RETAINS THE RIGHT TO REJECT ANY AND ALL PROPOSALS WITHOUT CAUSE AND/OR ELECT NOT TO AWARD AN AGREEMENT.

**Additional Submission Instructions:**

Submit one (1) original and four (4) hardcopies of the Proposal. In addition, please submit one (1) flash drive with an electronic version of the Proposal. The entire Proposal must be on one single pdf. The original Proposal must include original signatures, in ink by authorized personnel, on all documents that require an authorized signature. The additional hardcopies must also be signed, but they may be photocopies.

The proposal shall be enclosed in sealed package(s) and have the following identifying information on the outside:

1. Name and Address of Proposer
2. RFP Due Date: September 30, 2019
3. RFP Number 19-350-35
4. Title of Procurement: Coffee, Supplies, Equipment, and Maintenance

**Preliminary Schedule:**

Event	Date
Request for Proposals Release Date	Thursday, September 12, 2019
Deadline for Questions or Requests for Clarifications	Thursday, September 19, 2019 at 5:00 PM
Request for Proposals Due Date	Monday, September 30, 2019 at 5:00 PM
Execution of Agreement-all final signatures (tentative)	Monday, October 14, 2019
Issuance of Purchase Order (tentative)	Monday, October 28, 2019

## **Project Website:**

The website for this Request for Proposals (RFP) and related documents is:

<http://www.beverlyhills.org/tags/bids/>

All project correspondence will be posted on the project website. It is the responsibility of Proposers to check the website regularly for information updates and RFP clarifications, as well as any RFP addenda. In addition, this RFP will be posted on PlanetBids. That website link is on the City's website. The City suggests that any interested firms register with PlanetBids.

## **City Contacts:**

Craig Crowder, Fleet and Facilities Maintenance Manager, Department of Public Works  
(310) 285-2484 [ccrowder@beverlyhills.org](mailto:ccrowder@beverlyhills.org)

Judi Tamasi, Senior Management Analyst, Department of Public Works  
(310) 285-2477 [jtamasi@beverlyhills.org](mailto:jtamasi@beverlyhills.org)

All email correspondence pertaining to this RFP should be directed to both people above.

## **Questions and Clarifications Regarding the RFP:**

Any explanation desired by a Proposer regarding the meaning or interpretation of the RFP must be submitted via email sent to [ccrowder@beverlyhills.org](mailto:ccrowder@beverlyhills.org) and [jtamasi@beverlyhills.org](mailto:jtamasi@beverlyhills.org). The deadline for all questions and requests for clarifications or interpretations is Thursday, September 19, 2019, 2019 at 5:00 PM PST; the City is not obligated to respond to questions or requests for clarifications or interpretations not received by the stated deadline.

If a Proposer wishes to be notified of any addenda, or other relevant issues related to the RFP, please provide the name of the contact person, name of the company, email, and phone number to the City Contacts via email by September 19, 2019 at 5:00 PM PST, requesting to be added to the email list for RFP-19-350-35. As a courtesy, City staff will make every effort to send any RFP changes or updates to the email list.

## **Changes to the RFP:**

If the City determines that clarifications, supplemental instructions, or changes to this RFP are necessary, it will issue one or more official written addenda to the RFP that will become part of this RFP and be included as part of the agreement. Oral explanations or instructions given before the award of the agreement will not be binding.

All addenda will be posted on the Project Website. It is the obligation and responsibility of the Proposer to learn of any addenda, responses or notices issued by the City and posted on the Project Website. It shall be presumed that the Proposer has received any addenda issued and such addenda shall become a part of the proposal submittal.

Proposers shall not be allowed to take advantage of any errors or omissions found in this RFP. Full instructions will be given if such error or omission is discovered and called to the attention of the City Contacts in a timely manner.

### **Evaluation of Proposals:**

The City reserves the right to be the sole and exclusive judge of quality, compliance with proposal requirements, and all other matters pertaining to this RFP. The objective is to choose the Proposal that offers the highest level of service and best quality coffee, at the most reasonable price.

As part of the evaluation process, the City may request one or more proposers to provide samples of coffee. The City may request additional information of one or more proposers. The City may require changes in the Proposal as deemed necessary by the City, before agreement execution.

The City reserves the right to analyze, examine and interpret any offer for a period of ninety (90) days after the due date specified for the receipt of proposals.

**CITY OF BEVERLY HILLS**  
**SECTION II - GENERAL INFORMATION AND INSTRUCTIONS**

1. The City may allow a Proposer representative bearing proper authorization and identification to sign for, receive and withdraw the Proposer's unopened proposal prior to the submission deadline. A Proposer wishing to modify his/her proposal may do so by delivering the modification to the City Clerk's Office in a sealed envelope with a notation on the envelope indicating that it contains a modification to the original proposal and identifying the proposal by name, number and due date. No proposal may be withdrawn after the scheduled due date and time for receipt of proposals.
2. Proposers are advised to become familiar with all conditions, instructions and specifications governing this Request for Proposals (RFP). Once the award has been made, a failure to have read all the conditions, instructions and specifications of this RFP shall not be cause to alter the original agreement or for vendor to request additional compensation.
3. The successful Proposer will be required to sign an agreement for this engagement with the City of Beverly Hills. The City's agreement as presented in Appendix A, this RFP, and the successful Proposal, will act as the agreement for the coffee, supplies, equipment, and related maintenance and service ("Agreement"). Unless exceptions to the City's Agreement language are noted in the Proposal, the Proposer is presumed to have accepted Appendix A. List any section number(s) to which the Proposer is taking exceptions, and describe the exception taken. Include suggested wording for any exception taken. In addition, the Proposer must include in the Proposal the exhibit(s) to Appendix A as indicated (e.g., Certificate of Insurance).
4. Proposers agree to defend and save the City from and against all demands, claims, suits, costs, expenses, damages and adjustments based on any infringement of any patent relating to goods specified in this agreement.
5. The City shall have the right to inspect any material specified herein. Equipment, coffee, or supplies that fail to comply with the specifications herein regarding design, material or workmanship are subject to rejection at the option of the City. Any materials rejected shall be removed from the premises of the City at the expense of the vendor.
6. Each Proposer shall submit in full this completed original RFP and all necessary catalogues, descriptive literature, etc., needed to fully describe the materials or work he/she proposes to furnish.
7. Proposer shall state the delivery date and installation date for coffee equipment, as well as delivery date for coffee and supplies, to all locations listed in Section III.C. based on the number of calendar days after Notice to Proceed is emailed to Contractor. This constitutes the initial fully functional and ready-to-use equipment, coffee, and supplies at all locations.
8. Every supplier of materials and services and all contractors doing business with the City shall be an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code 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.

9. Prices quoted herein must be firm for a period of not less than ninety (90) days after due date for RFP. The Proposer shall bear the onus of any errors made in pricing the products (e.g., including in the Proposal an incorrect, lower price for a case of coffee, than what was intended).
10. The City may contract with a single Proposer or, at the City's option, with multiple Proposers if deemed to be in the best interest of the City.
11. The City will be the sole and exclusive judge of quality, compliance with RFP specifications or any other matter pertaining to this RFP. The City reserves the exclusive right to award this agreement in any manner it deems to be in the best interest of the City.
12. Quantities specified in Appendix B are approximate only, the City reserves the right, to increase or decrease the quantity ordered.
13. All coffee equipment furnished under this specification should be standard products of manufacturers regularly engaged in the production of such equipment. All equipment and supplies offered must be new and unused. Test versions of coffee equipment are not acceptable.
14. "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."
15. Contractor shall comply with and adhere to all applicable labor laws, such as, but not limited to, alien labor, etc.
16. For any questions regarding this RFP, please contact Craig Crowder, Fleet and Facilities Maintenance Manager, at [ccrowder@beverlyhills.org](mailto:ccrowder@beverlyhills.org) at (310) 285-2484 or Judi Tamasi, Senior Management Analyst, at [jtamasi@beverlyhills.org](mailto:jtamasi@beverlyhills.org) (310) 285-2477. Any email correspondence sent during the course of the RFP publication and evaluation process must include email addresses of both these people.

### SECTION III – DETAILED SPECIFICATIONS

**IN EVENT OF CONFLICT, THE FOLLOWING SPECIFICATIONS SHALL PREVAIL OVER GENERAL INSTRUCTIONS CONTAINED ELSEWHERE IN THIS REQUEST FOR PROPOSALS.**

**IMPORTANT NOTICE - THIS SECTION III, COMPLETED WITH REQUIRED INFORMATION AND/OR PROPOSER’S EXCEPTIONS, MUST BE ATTACHED TO AND RETURNED WITH SECTION IV - PROPOSAL FORMS.**

**PROPOSER MUST EXPLAIN IN DETAIL ALL ITEMS OFFERED WHICH DO NOT CONFORM TO SPECIFICATIONS CONTAINED HEREIN. IF NO EXCEPTIONS ARE LISTED, IT WILL BE ASSUMED PROPOSER IS PROPOSING “AS SPECIFIED.”**

**SPECIFICATIONS FOR COFFEE, SUPPLIES, EQUIPMENT INSTALLATION, AND MAINTENANCE AND SERVICE**

**PROPOSER’S  
EXCEPTIONS:**

**A. GENERAL REQUIREMENTS**

a) TERM AND SCOPE

These specifications describe the minimum standards for the non-exclusive purchase and delivery of coffee and supplies, installation of coffee equipment, and maintenance and service of such equipment, as the City may elect, from the date of execution of this agreement and subsequent purchase order describing such purchase and service, or as soon thereafter as is practical and agreed to by the Proposer and the City. It is expected that the agreement will terminate at the end of fiscal year, i.e., June 30, 2020. Notwithstanding anything to the contrary contained herein, the agreement(s) for goods and/or services specified herein may be terminated by the City, in whole or in part, at any time when, in the City’s opinion, goods received from and/or services performed by the Vendor are not in compliance with the specifications contained in this Request for Proposals.

b) PROPOSER QUALIFICATIONS

The City shall be the sole and final judge of qualifications to perform as specified herein. The City reserves the exclusive right to accept or reject any proposal as it deems to be in the best interests of the City.

c) FIRM PRICES

Unless the Proposer expressly states otherwise in this proposal, prices proposed herein shall be considered firm for the duration of the agreement, expected to terminate June 30, 2020.

d) DEFINITIONS

City shall mean the City of Beverly Hills.

Contractor shall mean the vendor(s) to whom agreement is awarded as a result of this Request for Proposals procedure.

Vendor shall mean the entity to whom purchase order is awarded as a result of this Request for Proposals procedure.

Administrator shall mean the Fleet Manager, Facilities Maintenance Manager, or his/her designated representative(s).

e) CONTRACTING SERVICES

The Administrator, as defined above, is authorized to contract coffee and supplies purchasing and delivery; coffee equipment delivery and installation; and maintenance and service for such equipment in accordance with the specifications, terms and conditions of the Request for Proposals.

f) INTENT

This Request for Proposals is intended to cover coffee and supplies purchasing and delivery; coffee equipment delivery and installation; and maintenance and service for such equipment. The City is requesting costs for coffee and supplies. There would be no additional costs to the City for coffee equipment delivery and installation, or maintenance and service of such equipment. Delivery and pick-up charges shall be included in the quoted costs. No additional charges for deliveries and pick-ups shall be permitted without prior approval of the Administrator. Taxes will not be included in quoted costs as part of the Proposal; taxes will be included in invoices.

g) FISCAL YEAR EXPENDITURE

The City intends to commit less than \$50,000.00 to a single Vendor, or a total cost of less than \$50,000.00 for multiple Vendors for coffee and supplies purchase and delivery services through the remainder of this fiscal year (i.e., through June 30, 2020). Coffee equipment delivery and installation, and maintenance and service of such equipment would be included in the agreement; there would be no additional costs to the City for these services.



**B. SPECIFIC SCOPE OF WORK**

The City is requesting proposals for purchase and delivery of coffee and supplies; delivery and installation of coffee equipment; and related maintenance and service of such equipment. This consists of regular and decaffeinated coffee; supplies including creamer, sugar, stir sticks, and decanter cleaner; installation of coffee equipment; and maintenance and service of such equipment, at 39 locations at City facilities.

The Proposer shall include all detailed pricing for coffee and supplies only, on the form (Costs Table) in Section IV. There would be no separate charges to the City for delivery and installation of coffee equipment, or ongoing maintenance or service.

The selected Proposer ("CONTRACTOR") shall provide and install coffee brewers at the locations in Section III.C. below and shall maintain and repair all brewers at no cost to the CITY, according to the obligations listed below.

- a) CONTRACTOR shall provide the CITY with coffee brewers, coffee pots and coffee brewer filters at all locations designated by the Administrator or designee (e.g., Building Maintenance Attendant).
- b) CONTRACTOR shall not be compensated by CITY for the use of coffee brewers or the maintenance and repair of the coffee brewers. CONTRACTOR shall also not be compensated by CITY for coffee pots or coffee brewer filters.
- c) CONTRACTOR shall, upon CITY's request, increase and/or decrease the locations serviced and/or quantity of the brewers at a given location. Any such request shall be responded to by the CONTRACTOR within five (5) business days.
- d) CONTRACTOR shall, at CITY's request, make service calls to repair and/or replace coffee brewers within forty-eight (48) hours of such a request. CONTRACTOR shall install new coffee brewers immediately upon removal of coffee brewers that must be replaced.
- e) CONTRACTOR shall inspect and clean each coffee brewer every six (6) months and perform any maintenance needed at that time.
- f) CONTRACTOR shall update the Administrator or designee (e.g., Building Maintenance Attendant) as needed on the following items:
  - i. Inventory listing all locations
  - ii. Number of coffee brewers at each location
  - iii. Type of coffee brewers at each location
  - iv. Number of burners on each coffee brewer
  - v. Other features associated with coffee equipment, e.g., hot water spigots
  - vi. Identifying number for each coffee brewer so that the Building Maintenance Attendant may use it to place service calls.
- g) CONTRACTOR shall provide a toll-free number on all inventories so that City staff may make service requests.
- h) CONTRACTOR shall provide to the CITY the products listed in the Costs Table, at the quantities requested by the CITY.
- i) CONTRACTOR shall deliver such products listed in the Costs Table to the CITY within forty-eight (48) hours of the date ordered. All deliveries shall be made to the location or locations designated by the Administrator.

- j) Alternatively, upon CITY's request, each engagement for services will be set forth in an Individual Project Order (IPO), which shall include payment terms and shall be subject to the written approval of the CITY.
- k) CONTRACTOR shall submit an itemized statement to CITY for its services performed no more frequently than monthly, which shall include documentation setting forth in detail a description of the services rendered. CITY shall pay CONTRACTOR the undisputed amount of such undisputed billing within thirty (30) days of receipt of same.

**PROPOSER'S EXCEPTIONS TO SPECIFIC SCOPE OF WORK:**

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**C. COFFEE EQUIPMENT LOCATIONS AND NUMBERS**

LOCATIONS: EQUIPMENT LOCATIONS

City Hall 455 N. Rexford Drive

City Attorney	Room	230	1
City Clerk	Room	290	1
Community Development	Room	100	3
Council Room B (Kitchen)	Room	280	1
Finance Administration	Room	35	1
Human Resources	Room	31	1
Policy & Management	Room	400	1
Community Services	Room	200	1

Fire Department Headquarters 445 N. Rexford Drive

Administration Office	1st Floor		1
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Public Works Services Department 345 Foothill Road and Surrounding Facilities

Public Works	1 <sup>st</sup> Floor Parking		1
	Meters Office		
Public Works	2 <sup>nd</sup> Floor Kitchen		2
Public Works	1 <sup>st</sup> Floor Lunchroom		2
Water Treatment Facility	2 <sup>nd</sup> Floor		2
Vehicle Shop	Breakroom		1
Public Works Warehouse	Lunchroom		1

Library 444 N. Rexford Drive

Administration	2nd Floor	1
Circulation	1st Floor	1
Children's Library	1st Floor	1
Fine Arts Section	2nd Floor	1
Reference Section	1st Floor	1
Technical Services	1st Floor	1
Auditorium Kitchen	2nd Floor	1

Information Technology 9355 Civic Center Drive

Information Technology (IT)	Kitchen	1
Print Shop/Graphics	Breakroom	1

Police Department 464 N. Rexford Drive

Administration Office	2nd Floor	1
Communications/Dispatch	1st Floor	1
High Tech Crime Unit	2nd Floor	1
Detective Division	3rd Floor	1
EOC	1st Floor	1
Jail Lounge	3rd Floor	1
Lunch Room	1st Floor	1
Records Division	3rd Floor	1
Traffic Division	3rd Floor	1
Crime Lab	2nd Floor	1

Recreation and Parks Locations:

La Cienega Tennis Center 325 S. La Cienega Blvd.	3rd Floor Kitchen	1
La Cienega Community Center 8400 Gregory Way	1 <sup>st</sup> Floor Kitchen	1
Employee Service Yard 8400 Gregory Way	Breakroom	1
Roxbury Park Community Center 471 S. Roxbury Drive	Administration Office	1
Greystone Park Trailer Office 905 Loma Vista Drive	West Park Area	1

**SECTION IV - PROPOSAL FORMS**  
(Must be completed by Proposer)

**CITY OF BEVERLY HILLS**  
**OFFICE OF THE CITY CLERK, ROOM 290**  
455 NORTH REXFORD DRIVE  
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**PROPOSAL SHEET**

**PART I. COFFEE AND SUPPLIES COSTS**

Please indicate the cost for purchase and delivery of coffee and the following types of supplies on the table below. Tax is excluded in Costs Table, but will be included in invoices. Proposer may add other accessories as an option for the City to consider. No costs for installation, maintenance, or service of equipment would be billed to the City.

Appendix B includes an Estimate of Annual Usage of Coffee and Supplies. Quantities specified in Appendix B are approximate only. The City reserves the right to increase or decrease the quantity ordered. Sizes of products the City currently uses are also provided. These sizes are provided for a suggestion; however, the Proposer may submit other sizes.

If abbreviations are used in the Costs Table, they must be spelled out the first time they are used (e.g., oz. = ounce). The costs must clearly state what quantities they are for, for example, cost per sugar canister versus cost per case of sugar canisters. Per ounce pricing must also be given.

*Proposers are allowed to submit more than one costs table, for example, for coffee of different quality.*

<b>Costs Table</b>			
<b>Product Description</b>	<b>Size</b> <i>Example: Regular Coffee-2.5 ounce packets, 24 packets per case</i> <i>Example: 1000 stir sticks per box, 10 boxes per case</i>	<b>Cost (specify per case, per packet, per canister, per box, etc.)</b>	<b>Cost per ounce</b>
Regular Coffee Brand/type: _____		\$	\$
Decaffeinated Coffee Brand/type:		\$	\$
Creamer Shaker Brand/type:		\$	\$
Sugar Granular Canister Brand/type:		\$	\$
Decanter Cleaner		\$	\$
Cup Hot (Paper)		\$	
		\$	

Stir Sticks (Wood)			
		\$	
		\$	

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**PART II. COFFEE EQUIPMENT**

State make and brand of coffee equipment proposed to be used at City of Beverly Hills:

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**PART III. PROPOSER INFORMATION**

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP CODE:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Date)*

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**PART IV. SIGNATURE PAGE AND LEGAL STATUS**

The undersigned certifies that he/she is an official legally authorized to bind his firm and to enter into an agreement should the City accept this proposal.

Proposal By \_\_\_\_\_  
(Name of Firm)

Legal Status of Proposer: Please Check as appropriate.

A. Corporation

State of Incorporation \_\_\_\_\_

B. Partnership

List Names of Partners \_\_\_\_\_

C. DBA

List DBA \_\_\_\_\_

D. Other

Please Explain \_\_\_\_\_  
\_\_\_\_\_

Signature of Proposer \_\_\_\_\_ Title \_\_\_\_\_  
(Authorized Signature)

Signature of Proposer \_\_\_\_\_ Title \_\_\_\_\_  
(Authorized Signature)

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_

Signed this \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_

Proposer acknowledges receipt of the following Addenda:

<b>Addendum No.</b>	<b>Proposer's Initials</b>
_____	_____
_____	_____
_____	_____

**SECTION IV – PROPOSAL FORMS**  
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**PART V. EXPERIENCE AND REFERENCES**

Company's history (e.g., how long the company has been in business) and brief description of services and supplies provided by company:

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<b>Proposer's Experience Table: Providing Coffee, Supplies, Coffee Equipment and Related Maintenance and Service to Customers</b>					
<b>Name of Customer and Location</b>	<b>Is this a current or past customer?</b>	<b>Provided Supplies and/or Service for How Many Years</b>	<b>Annual Dollar Amount of Contract/ Agreement</b>	<b>Scope of Supplies and Services Provided</b>	<b>Was same brand or make of coffee equipment used, as is proposed for City of Beverly Hills?</b>


<b>Proposer's References Table</b> <b>(List at least 3. If not already listed in Proposer's Experience Table above, provide the information from the Proposer's Experience Table.)</b>				
<b>Name of Company and Location</b>	<b>Contact Person</b>	<b>Title</b>	<b>Telephone Number</b>	<b>Email</b>

If the Proposer has (a) had a contract, purchase order, or similar agreement terminated for default, (b) had a contract, purchase order, or similar agreement terminated prior to the defined end, or (c) been subject to litigation related to a contract, purchase order, or similar agreement, during the past three (3) years, this fact should be disclosed along with the Proposer's position on the matter(s). If the Proposer has no such experiences, then the Proposer should indicate as such.

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**PART VI. SCHEDULE**

Proposer shall state the delivery date and installation date for coffee equipment, as well as delivery date for coffee and supplies, to all locations listed in Section III.C. based on the number of calendar days after Notice to Proceed is emailed to Contractor. This constitutes the initial fully functional and ready-to-use equipment, coffee, and supplies at all locations.

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**SECTION IV – PROPOSAL FORMS**  
*(Must be completed by Proposer)*

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**PROPOSAL SHEET**

**PART VII. ADDITIONAL EXCEPTIONS**

The successful Proposer will be required to sign an Agreement for this engagement with the City of Beverly Hills. The City’s agreement as presented in Appendix A, this RFP, and the successful Proposal, will act as the Agreement for the coffee, supplies, equipment, and related maintenance and service (“Agreement”). Unless exceptions to the City’s Agreement language are noted in the Proposal, the Proposer is presumed to have accepted the Agreement in Appendix A. List any section number(s) to which the Proposer is taking exceptions, and describe the exception taken. Include suggested wording for any exception taken. In addition, the Proposer must include in the Proposal the exhibit(s) to Appendix A as indicated (e.g., Certificate of Insurance).

Additional exceptions not already stated in Proposal (e.g., exceptions to Agreement):

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## **SECTION V – MISCELLANEOUS PROVISIONS**

### **1. ACCEPTANCE OF PROPOSAL**

The City reserves the right to accept or reject any and all proposals and reserves the right to waive technicalities where such action best serves the interests of the City.

### **2. EXCEPTIONS**

Any Proposer's exceptions to these terms or conditions or deviations from the written specifications shall be shown in writing and attached to proposal forms. However, such exceptions or deviations may result in proposal rejection.

### **3. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS**

In the performance of the agreement, Successful Proposer shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code Sections 12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. §§ 200e-217), whichever is more restrictive.

AFTER THE ACCEPTANCE OF THE PROPOSAL AND EXECUTION OF THE AGREEMENT BY THE CITY MANAGER (CONSISTING OF THE CITY'S AGREEMENT AS PRESENTED IN APPENDIX A, THIS RFP, AND THE SUCCESSFUL PROPOSAL) THESE DOCUMENTS WILL CONSTITUTE THE LEGAL CONTRACT BETWEEN THE CITY AND THE SUCCESSFUL PROPOSER. SERVICES CANNOT COMMENCE UNTIL EXECUTION OF A WRITTEN PURCHASE ORDER EXECUTED BY A PROPER OFFICER OF THE CITY.

If your response is "**NO PROPOSAL**", please explain below:

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**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP CODE:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**BY:** \_\_\_\_\_

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Date)*

**PLEASE RETURN TO:**

**CITY OF BEVERLY HILLS  
OFFICE OF THE CITY CLERK, ROOM 290  
455 NORTH REXFORD DRIVE  
BEVERLY HILLS, CA 90210**

***(ATTN: RFP-19-350-35, RFP for Coffee, Supplies, Equipment, and Maintenance)***

# APPENDIX A

## SAMPLE AGREEMENT INCLUDING CERTIFICATE OF INSURANCE EXAMPLE

*(Proposer's Certificate of Insurance must be  
submitted with Proposal.)*

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
\_\_\_\_\_ FOR COFFEE, SUPPLIES AND  
RELATED MAINTENANCE AND SERVICE

NAME OF CONTRACTOR: \_\_\_\_\_

RESPONSIBLE PRINCIPAL OF CONTRACTOR: \_\_\_\_\_

CONTRACTOR'S ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

CONTRACTOR'S E.I.N/TAX I.D. NO.: \_\_\_\_\_

CITY'S ADDRESS: City of Beverly Hills  
345 Foothill Road  
Beverly Hills, CA 90210  
Attention: Director of Public Works

COMMENCEMENT DATE: \_\_\_\_\_

TERMINATION DATE: \_\_\_\_\_

CONSIDERATION: Not to exceed \$ \_\_\_\_\_

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
\_\_\_\_\_ FOR COFFEE, SUPPLIES AND  
RELATED MAINTENANCE SERVICE

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and \_\_\_\_\_ (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as described in the Request for Proposals dated XXXX ("RFP") and CONTRACTOR's Proposal dated YYYY ("Proposal"), attached hereto and incorporated herein.

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

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in the RFP and Proposal 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.

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 on the cover page and more particularly described in the RFP and Proposal.

(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, 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 the RFP and Proposal.

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 and Subcontracting. This Agreement shall not be assigned or subcontracted out 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.

(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 A, 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) The general liability and vehicle liability 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 the 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, attorney's 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, which includes the RFP and the Proposal, 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 \_\_\_\_\_ 20\_\_\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

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

[Signatures continue]

CONTRACTOR: \_\_\_\_\_

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NAME  
Title

---

NAME  
Title

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

---

LAURENCE S. WIENER  
City Attorney

---

SHANA EPSTEIN  
Director of Public Works

---

CHAD LYNN  
Assistant Director of Public Works

---

SHARON L'HEUREUX DRESSEL  
Risk Manager



EXHIBIT A

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	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

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

## ESTIMATE OF ANNUAL USAGE OF COFFEE AND SUPPLIES

# Appendix B

<b>Estimate of Annual Usage of Coffee and Supplies</b>			
<b>Product Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Existing Sizes</b>
Regular Coffee	47,180	ounces	2.5-ounce packets, 24 packets/case
Decaffeinated Coffee	2,205	ounces	1.5-ounce packets, 42 packets/case
Creamer Shaker	9,360	ounces	12-ounce shaker, 12 shakers/case
Sugar Granular Canister	15,840	ounces	20-ounce canister, 24 canisters/case
Decanter Cleaner	756	ounces	14-ounce bottle, 12 bottles/case
Cup Hot	93,000	cups	8-ounce cup, 1,000 cups/case
Stir Sticks	149,000	stir sticks	1,000 stir sticks/box, 10 boxes/case
Quantities specified are approximate only. The City reserves the right to increase or decrease quantity ordered.			
The existing sizes of products are provided for suggestion; however, the Proposer may submit other sizes.			