



*City of West Hollywood*

# REQUEST FOR PROPOSALS (RFP)

*Consultant Services for Eastside Market Study*

**Key Dates:**

RFP Released: Monday, March 24, 2014

Questions related to RFP Due: Monday, April 7, 2014 by 5pm

Proposals Due: Monday, April 21, 2014 by 5pm

**Project Planner:** Georgia Sheridan, AICP

Long Range & Mobility Planning

8300 Santa Monica Blvd

City of West Hollywood, CA 90069

email: [gsheridan@weho.org](mailto:gsheridan@weho.org)

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### 1. Project Purpose and Context

#### Project Description:

The City of West Hollywood invites qualified market analysis Consultants to respond to a Request for Proposals (RFP) for the **Eastside Market Study (2014)**. This study is intended to serve as a background document for the upcoming Eastside Community Plan. The City desires a Consultant with market analysis expertise and experience working with municipalities and presenting market data to community groups. The Eastside Market Study will focus on the project area and -

- Analyze market conditions
- Identify changing market dynamics and projected demographic profile
- Inventory and analyze businesses types, industries, and commercial spaces
- Identify barriers and opportunities for attracting and retaining businesses, employers, and events that serve the resident population and strengthen the local market
- Present the findings in a written report
- Prepare a concise, jargon-free presentation to update the community and elected officials prior to the commencement of the Eastside Community Plan (see project context, below).

The City anticipates a three (3) month timeline to complete the Eastside Market Study with work beginning in summer 2014. The Market Study should be completed by fall 2014 in time for the City to begin the Eastside Community Plan. Because the two projects are closely linked, the selected consultant for the Market Study should be adept at coordinating and collaborating with other consulting firms as additional services may be needed to support the Eastside Community Plan process.

#### Project Context:

The City of West Hollywood plans to develop a Community Plan for the eastside of the City, which extends from Hayworth to La Brea (see project area map, page 4). The Eastside Community Plan will establish a vision for the eastern end of West Hollywood and develop a set of implementation items to improve the project area. The planning process will be an inter-disciplinary effort, focusing on economic development and its relationship to land use, transportation, social services, and community events that help define, serve, and promote the project area. Prior to beginning the Community Plan in fall 2014, the City would like to assess market conditions to help identify opportunities and barriers to economic development in the project area, as well as better understand economic linkages between the project area and commercial clusters in adjacent neighborhoods (e.g. Hollywood Media District).

The eastside of West Hollywood is characterized by small businesses on small lots along Santa Monica Blvd with a handful of large commercial projects (i.e. the Gateway, the Lot, and the upcoming Movietown Plaza development), which anchor the southeastern edge of the City. Dense residential neighborhoods abut Santa Monica Blvd to the north and south. Most of the housing in this area is defined by soft-story apartment buildings constructed in the 50s and 60s with a cluster of single family homes north of Santa Monica Blvd along Poinsettia Place, Poinsettia Drive, and Greenacre Ave. Plummer Park serves as the community center for the eastside of the city, hosting

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a diverse range of recreational and social events with social services tailored to serve the City's senior and Russian population. A cluster of Russian businesses along Santa Monica Blvd has long served as the Russian heart of the community. In general, the size and types of businesses on the eastside differ from those on the west end of the City, which has a larger concentration of entertainment uses (the Sunset Strip and Boystown) and high-end shopping (the Design District).

Until recently, the eastside of West Hollywood was the City's Redevelopment Area. With the end of redevelopment and an uptick in new development, now is a critical time to assess the changing market conditions of the eastside. In the next two years, the eastside will see the opening of several major residential, office, and mixed-use projects, which will bring thousands of new residents and employees to the area. Below is a list of several major developments, which are set to come online between 2014 and 2016.

- **The Domain:** a 6-story mixed-use development with 166 units and ground-floor retail at the former Faith Plating site on Santa Monica Blvd, across from the Gateway development
- **Monarch (SMB/La Brea):** a 6-story luxury apartment complex at the eastern edge of the City at La Brea and Santa Monica Blvd with 184 units and 12,808 square feet (SF) of ground floor retail/restaurant
- **Monarch (SMB/Fountain):** a 6-story mixed-use project at Fountain Ave and La Brea with 187 units and over 19,500 SF of ground floor retail
- **Courtyard at La Brea:** a 5-story affordable housing project with 32 units
- **Movietown Plaza:** two 6-story and two 10-story buildings as part of a mixed use development with 400+ units and 26,000 SF of retail at the former Trader Joe's site on Santa Monica Blvd
- **Formosa South at the Lot:** a 5-story building with 120,000 SF of office space as part of the historic Lot movie studio, south of Santa Monica on Formosa Ave
- **960 La Brea:** the rehabilitation of an old industrial building at the southeast corner of La Brea and Romaine to create creative office space with approximately 20,000 SF of retail and 33,000 SF of office space. (This property is just beyond the City's borders in Los Angeles.)
- **La Brea/Willoughby:** a mixed-use project seeking to add 179 residential units and a Sprouts Farmers Market on the ground floor. (This property is just beyond the City's borders in Los Angeles.)

These projects will shape the physical, social, and economic landscape of the eastside, bringing new opportunities and challenges to the area. **The Eastside Market Study will serve as an important background study to inform and help frame the scope and approach of the Eastside Community Plan.**

## 2. Scope of Work

The Eastside Market Study consists of three key tasks: analysis, identification of key issues, and presentation of findings. In addition to the tasks listed below, there may be a need for additional meetings and/or services to support the Eastside Community Plan effort. Because the City cannot anticipate all needs at this time, the City will negotiate additional scope and services at a later date,

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assuming the Market Study provided by the selected Consultant team meets the City's needs and requirements. Tasks 1 through 3 are discussed below.

### **Task 1: Market Analysis should include:**

- a) Fiscal analysis of project area and its economic relationship to surrounding neighborhoods. While the City's boundaries end at La Brea Blvd, it is important to understand how the eastside economy is, or could be, linked to commercial clusters of retail and office in the surrounding Hollywood area.
- b) Inventory existing businesses and compile summary of characteristics and performance metrics for retail, office, and other commercial (e.g. type, class, square footage, typical rents, vacancy rates, lease terms, location, business size with respect to number of employees, and their relationship to retail or office clusters in the greater area).
- c) Retail leakage / surplus analysis.
- d) Summary of input from discussions with four to six developers / property owners. (City will provide contact list for discussions to gain insights into market conditions).
- e) Demographic profile of projected residents and industries in area. (City will provide profile of current residents in area).

### **Task 2: Identification of Key Issues**

- a) Identify key industries, types of services, amenities, and/or leasing space that is lacking in area to service demographic profile). This should address the status of neighborhood-serving retail, Russian businesses, and emerging or shrinking employment sectors.
- b) Identify and describe opportunities and barriers to developing, leasing, or opening businesses in the area.
- c) Identify feasible commercial uses for the existing building stock in the area with no changes to current zoning, including any physical constraints associated with reuse of existing building stock.

### **Task 3: Presentation of Study**

- a) Develop a clear, concise presentation of the Study findings and strategies. The presentation should be crafted for the general public with time and attention spent on communicating economic data and analysis to general audiences. Economic jargon should be avoided. The use of graphics is encouraged to help communicate findings.
- b) Give two (2) presentations of the Market Study to the Eastside Working Group and City Commissioners (tbd).

### **Project Deliverables:**

- A. Draft Study (PDF)
- B. Final Study (PDF)
- C. Powerpoint Presentation (PDF)
- D. Meetings (4 in-person, see below), plus phone meetings as needed
  1. Kick Off Meeting
  2. Draft Plan Meeting
  3. Presentations (2) to community groups/commissions

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### Additional Services (TBD), which *may* include:

- a) Additional meetings, as needed, to support the Eastside Community Plan effort
- b) Targeted analysis and/or economic case studies to inform the Community Plan
- c) Market-driven strategies to strengthen economic development in the project area

### Project Timeline:

The City is proposing a 90-day schedule to complete the tasks and deliverables. A tentative project schedule is outlined below.

April	RFP Submissions Due
May	Interview and select Consultant, Consultant submits data requests to City
June	Finalize scope and approve contract, hold kick-off meeting, begin Study
July	Market Study
August	Submit Draft Study
September	Revise and submit Final Market Study, give presentations on findings

### Project Budget:

The City would like the Consultant to provide a fee to complete the tasks described above, outlining the number of expected hours and fee for each task, as well as the hourly rates for Consultant team members should additional services be needed during the Eastside Community Plan process.

### Project Area Map

## City of West Hollywood Eastside Community Area



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### Project Data & Materials:

- Zoning Map: <http://www.weho.org/city-hall/city-departments/community-development/current-and-historic-preservation-planning/west-hollywood-zoning-map>
- General Plan 2035 and Climate Action Plan - <http://www.weho.org/city-hall/city-departments/community-development/general-plan-2035/west-hollywood-general-plan-2035-and-west-hollywood-climate-action-plan>
- Project Info Map: <http://www.weho.org/infomap>
- Community Study (2013) - <http://www.weho.org/home/showdocument?id=13481>
- Economic Technical Background Report (2009) for General Plan 2035
- Sales tax data
- List of vacant properties
- Summary of investment from previous Redevelopment Project Area
- List of recent public / private investment
- Business license information
- List of contacts with local developers, businesses owners, and property owners
- Map of business types in area
- Other documents, as requested and available

## 3. Proposal Submission & Evaluation

### Key Dates

**RFP Released:** Monday, March 24, 2014

Questions related to RFP Due: Monday, April 7, 2014 by 5pm

Response to questions posted to web: Wednesday, April 9, 2014

**Proposals Due:** Monday, April 21, 2014 by 5pm

Interviews/ Selection: Week of May 5<sup>th</sup>

Finalize Contract/Fees: May

Approval of Contract: Monday, June 23<sup>th</sup>

### Submission Requirements

In an effort to promote waste reduction and resource conservation, submittal shall not contain plastic bindings, plastic pages, or laminated pages. Double sided proposals are preferred. Please avoid superfluous use of paper (such as separate title sheets, or chapter dividers and unnecessary attachments or documents not specifically requested).

The proposal must be no longer than 15 pages (not including staff resumes) and include the following:

**A. Cover Letter:** Summarize why the Consultant is the best firm to complete the scope of work.

**B. Consultant Qualifications:** Provide a brief overview of the Consultant's experience performing market analysis services, their qualifications in working with municipal

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departments, commissions, elected officials, and community members, and a description of any special services, expertise, or abilities that the Consultant can provide in the performance of the services described herein.

**C. Consultant Experience:** Describe experience related to working on projects of similar scope and complexity. Please highlight experience presenting market data and analysis in accessible ways that can be easily understood by the general public. Provide references for up to three (3) relevant projects.

**D. Project Team:** Provide an organization chart that identifies the key members of the project team, their title, and assigned role within the project team. Briefly summarize the major responsibilities of each team member. Include resumes for all team members that highlight relevant projects and qualifications to complete the tasks assigned.

**E. Approach and Work Plan:** Provide a written narrative describing the Consultant's approach and work plan for completing the scope of work. On a per task basis, the narrative should identify the designated team member(s) responsible for completing the work, deliverables, number of meetings and number of staff to attend meetings, and the timeframe for completion.

**F. Fees:** Submit a fee proposal for the scope of work; outline the number of hours and fees associated with **each task** and provide a list of hourly rates for all team members.

### Proposal Evaluation

Submitted proposals shall be evaluated using the following key criteria:

- Consultant experience and demonstrated ability to deliver high quality, innovative work for relevant projects of similar complexity
- Staff experience and demonstrated ability to work well with community groups, various municipal departments, and city staff
- Demonstrated ability to provide clear and compelling presentations to the general public.
- Demonstrated ability to deliver planning reports that exhibit excellent writing quality and the use of charts, graphs, and other graphics to communicate economic data in ways that are engaging and accessible to the general public
- Completeness and clarity of proposal
- References

The highest ranking Consultants may be asked to come in for an interview. After a Consultant is selected, the Long Range & Mobility Planning Manager will initiate final contract negotiation. If an agreement on the fee cannot be reached, the City reserves the right to end negotiations and enter into negotiations with another Consultant.

### Proposal Questions

- There will be **no pre-bid meeting** for this proposal. Any questions regarding this RFP should be emailed to Georgia Sheridan at [gsheridan@weho.org](mailto:gsheridan@weho.org) or faxed to (323) 848-6569 by **5pm on Monday, April 7, 2014.**



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- All submitted questions and responses will be posted on the City website <http://www.weho.org> after the close of the question period.
- No questions regarding this RFP will be answered over the phone. Proposers that contact City personnel or City Council members after the City releases the RFP and throughout the evaluation period may have their proposals disqualified from consideration.

### Proposal Preparation Instructions

The proposer should mail, courier, or hand deliver **seven (7) sealed proposals** to the City of West Hollywood no later than **Monday, April 21, 2014 at 5pm** and **email one (1) digital copy** (PDF of less than 10MB) of the submission to Georgia Sheridan at [gsheridan@weho.org](mailto:gsheridan@weho.org) with the subject line "Eastside Market Study RFP Submission." Proposals received after this time and date may be returned. Postmarks will not be accepted as proof of receipt. No oral, telephonic, faxed, emailed, or telegraphic proposals or modifications of proposals will be considered.

### Proposal Delivery

Proposals shall be in enclosed in envelopes plainly marked with the following information –

Proposal: Eastside Market Study  
Name of Consultant  
Name of Contact Person  
Address  
Telephone Number / Email Address

The submittal shall be addressed as follows:

City of West Hollywood  
Attn: City Clerk  
8300 Santa Monica Blvd  
West Hollywood, CA 90069  
Proposal: Eastside Market Study

## 4. Selected Consultant Rules

The selected Consultant shall be able to meet the following requirements in order to enter into a contract with the City of West Hollywood:

### 1. INDEMNIFICATION

**1.1. Consultant** agrees to indemnify and hold the CITY harmless from any damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by Consultant's negligent wrongful acts, errors, or omissions in the performance of professional services under this agreement.

**1.2. CITY** agrees to indemnify and hold Consultant harmless from any damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by the CITY'S negligent wrongful acts, errors, or omissions in the performance of professional services under this agreement.

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### 2. INSURANCE REQUIREMENTS

**2.1. CERTIFICATES OF INSURANCE.** The Consultant shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The Consultant shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement. The Consultant, at the Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

**2.1.1. WORKERS' COMPENSATION COVERAGE.**

The Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the Consultant shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the Consultant for City. This provision shall not apply if the Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, the Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

**2.1.2. GENERAL LIABILITY COVERAGE.** The Consultant shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage.

If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

**2.1.3. AUTOMOBILE LIABILITY COVERAGE.** The Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence.

**2.1.4. PROFESSIONAL LIABILITY COVERAGE.** The Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the Consultant's operations under this Agreement, whether such operations be by the Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000).

**2.2. ENDORSEMENTS.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A- and shall be endorsed with the specific language of Section 8.2.2.1. below.

**2.2.1.** "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to liability arising out of work performed by

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or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations.”

2.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

2.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

2.2.4. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to the CITY.

2.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.

2.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

2.2.7. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.

2.2.8. Consultant agrees to provide immediate notice to CITY of any claim or loss against Consultant arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

**2.3. DEDUCTIBLES AND SELF INSURED RETENTIONS.** Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY’s option the Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

**2.4. FAILURE TO PROCURE INSURANCE.** Failure on the part of the Consultant to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate the Agreement.

**3. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The Consultant represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.

**4. LIVING WAGE ORDINANCE.** The Consultant shall abide by the provisions of the West Hollywood Living Wage Ordinance No. 97-505. During the term of this Agreement, the Consultant shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.

**5. EQUAL BENEFITS ORDINANCE.** The Consultant shall abide by the provisions of the West Hollywood Equal Benefits Ordinance No. 03-662. During the term of this Agreement, the Consultant

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shall keep on file sufficient evidence of its employee compensation and any applicable benefits package, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical leave; and health insurance benefits; to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.

**6. RESTRICTIONS:** Arab League Boycott of Israel. The Consultant hereby affirms it does not honor the Arab League Boycott of Israel.

**7. RECORDS AND AUDITS.** The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by the CITY at any time during regular business hours.

**8. OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the Consultant, except the Consultant's notes and work papers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the Consultant, but any re-use of such documents by the CITY on any other project without prior written consent of the Consultant shall be at the sole risk of the CITY. The Consultant shall at its sole expense provide all such documents to the CITY upon request.