

REQUEST FOR QUALIFICATIONS



Responses Due:
2/22/2016
at 4pm PST

COMMUNITY ENGAGEMENT & CONTENT DEVELOPMENT SUPPORT SERVICES FOR AN AIDS MONUMENT

The City of West Hollywood is soliciting qualifications from individuals and/or teams of consultants to provide community engagement and content development support services related to an AIDS Monument for a prominent site in West Hollywood Park. The AIDS Monument is currently under development by the Foundation for AIDS Monument (FAM) and artist Dan Tobin, in collaboration with the City.

Contents

1. INTRODUCTION	3
1.1. Introduction.....	3
1.2. West Hollywood Background.....	4
1.3. Mission Statement and Core Values.....	4
1.4. Definitions	5
2. PROJECT INFORMATION	7
2.1. Community Engagement and Content Development Support	7
2.2. Goal of the RFQ	8
2.3. Minimum Qualifications.....	8
2.4. Scope of Services.....	8
2.5. Program Requirements.....	9
3. INSTRUCTIONS.....	11
4. SUPPORTING DOCUMENTATION.....	19
APPENDIX A.....	20
EXECUTIVE SUMMARY	20
APPENDIX B	ERROR! BOOKMARK NOT DEFINED.
PROPOSED WORK PROGRAM.....	Error! Bookmark not defined.
APPENDIX C	21
FEES.....	21
APPENDIX D	22
REFERENCES	22
APPENDIX E.....	23
SAMPLE BASIC CONTRACT.....	23

REQUEST FOR QUALIFICATIONS

COMMUNITY ENGAGEMENT & CONTENT DEVELOPMENT SUPPORT SERVICES FOR AN AIDS MONUMENT

1. INTRODUCTION

1.1. Introduction

The City of West Hollywood, hereinafter referred to as "City," is soliciting qualifications from individuals and/or teams of consultants to provide community engagement and content development support services related to an AIDS Monument for a prominent site in West Hollywood Park. The AIDS Monument is currently under development by the Foundation for AIDS Monument (FAM) and artist Dan Tobin, in collaboration with the City. The requested services and performance qualifications are described in the Scope of Services.

Responses are due on 2/22/2016 at 4:00 P.M. PST. Responses must conform to the requirements of this Request for Qualifications (RFQ).

The purpose of this Request for Qualifications (RFQ) is to provide the City with a pre-qualified list of consultants (individuals and/or teams) who have the capability to perform one or several of the tasks described in the Scope of Services. This invitation to submit qualifications for pre-qualification is extended to all interested persons or firms. Only those persons or firms that best meet the City's requirements as determined solely by the City will be retained in this pool of consultants who will be invited to provide actual proposals for the Scope of Services. The City expects, but does not guarantee, that one or more consultants will be requested to submit a proposal.

All qualifications submitted to the City of West Hollywood shall become the exclusive property of the City. **Once City staff has negotiated a contract for presentation to the City Council, all qualifications shall become a matter of public record subject to disclosure, with the exception of those elements of each qualifications that are identified by the Contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary" and determined by the City to be exempt from disclosure under the Public Records Act.** Each element of a qualifications submittal that the Contractor desires not to be considered a public record must be clearly marked as set forth above. If disclosure is required under the California Public Records Act or otherwise by law, the City will make an independent determination and retain the confidentiality to the extent permitted by the Public Records Act.

The City's principal contact for this proposal will be **Joanna Hankamer, Special Projects Senior Planner**, 8300 Santa Monica Boulevard, West Hollywood, CA 90069. The contact telephone number is (323) 848-6395 and email address is jhankamer@weho.org.

1.2. West Hollywood Background

With a population of approximately 35,000 and about 25,000 residential units in a land area of only 1.9 square miles, the City of West Hollywood is a highly dense, urban community surrounded by the cities of Los Angeles and Beverly Hills. The City is home to one of the nation's best-known gay and lesbian communities, as well to as a large immigrant Russian population. Relatively few children live in West Hollywood, as many of its residents are either adults with no children or senior citizens.

The City is home to the world famous Sunset Strip, the West Hollywood Design District and hosts the annual Halloween Carnival in October, the Christopher Street West Gay, Bisexual, Lesbian and Transgender Pride Parade and Festival in June, as well as dozens of visitor attractions that include a wide variety of restaurants and entertainment venues. On a typical weekend, the City population swells to over 80,000 and during special events, the City attracts between a quarter and a half million people.

The City of West Hollywood is a General Law City with five Council members elected at-large to four year terms on a staggered basis. The City is also a contract city, which contracts out many of its public services. Police service is contracted with the Los Angeles County Sheriff's Department and Fire protection through the Los Angeles County and Consolidated Fire Protection District. The City has approximately 210 full-time and about 30 part-time employees. Its operating budget is approximately \$112 million. The City's fiscal year begins on July 1 and ends on June 30.

1.3. Mission Statement and Core Values

Mission Statement

As a premiere city, we are proactive in responding to the unique needs of our diverse community, creative in finding solutions to managing our urban environment, and dedicated to preserving and enhancing its wellbeing. We strive for quality in all our actions, setting the highest goals and standards.

Core Values

Respect and Support for People

We recognize and celebrate the diversity of our community by treating all individuals with respect for their personal dignity and providing a wide array of specialized services. We promote mutual respect, courtesy, and thoughtfulness in all interactions.

Responsiveness to the Public

We hold ourselves accountable to the members of our community and are committed to actively seeking public participation. We promote a public process whereby we can respond to the community's needs while balancing competing interests and diverse opinions.

Idealism, Creativity and Innovation

We value our artistic richness and support idealism and creativity. We are dedicated to consistently finding innovative and better solutions to provide the best public service possible.

Quality of Residential Life

We maintain a balanced sense of community by protecting quality of life, conserving our historic neighborhoods, safeguarding housing affordability, and proactively governing growth with care and thought.

Promote Economic Development

We recognize that economic development is essential to maintaining quality of life for the total community. We support an environment where our diverse and eclectic businesses can flourish, and seek mutually beneficial relationships with the business community.

Public Safety

We protect the personal safety of our constituents and safeguard the community from the threats of natural, technological and other man-made hazards. Through preparation and planning, we minimize the effects of these disasters.

Responsibility for the Environment

We make it our responsibility to protect and improve our natural and built environments, pursuing opportunities to preserve and create open and green space in our urban setting. We initiate partnerships with other cities and agencies to address regional and global environmental challenges.

1.4. Definitions

The following meanings are attached to the following defined words when used in this RFQ:

- The word “City” or “CITY” shall mean the City of West Hollywood municipality.
- The word “Proposer” means the consultant, contractor, agency or firm submitting a proposal on these specifications, or any part thereof.

- The word “*Services*”, “*Contract Services*” or “*Scope*” means the work to be delivered by the consultant, firm or corporation as set forth in “Exhibit B” attached hereto and incorporated herein by reference.
- The words “*contract*”, “*agreement*”, or “*AGREEMENT*” shall mean the document executed between the Proposer and the CITY to carry out the scope of services of the RFQ.

2. PROJECT INFORMATION

2.1. Community Engagement & Content Development Support

The City is soliciting proposals to provide professional services for community engagement services in support of a significant AIDS monument. The Foundation for a National AIDS Monument (FAM) has hired artist Dan Tobin to design the Monument's physical art piece to be located on City property in West Hollywood Park, in a prominent location significant to the histories of LGBT civil liberties and the fight against AIDS. The City, in coordination with FAM, is looking to hire an outreach consultant and other consultants to help in the development of content for integration into the Monument and an accompanying website.

The City is looking to engage consultants who have knowledge of the AIDS crisis and the local community of people, organizations and institutions who have been and are affected by the AIDS crisis, prevention, support services and education campaigns, for example. Although not an exhaustive list, below are examples of consultants who may possess the qualifications to support FAM and the artist, in coordination with the City, with community engagement and content development.

- Outreach Consultant
- AIDS Historian
- AIDS Services Provider
- Journalist
- Fact-Checker
- Creative Producer
- Art Director
- Curator
- Writer
- Poet

Various concepts for content for the AIDS Monument shall be derived from the stories and input received from the community, stakeholders and others wishing to openly share ideas. The consultant(s) should give strong consideration to maximizing participation, and shall design an outreach program flexible enough to address any major concerns or issues that may arise from the community.

The diverse stories and input collected through the outreach program will be developed into content by FAM and Artist Dan Tobin for integration into the physical art piece as narratives, texts, timelines, personalized soundscapes, light and other technology, and into a website, delivered digitally to the AIDS Monument site or other digital/virtual environments. The collection of stories and information may also provide content for inclusion in the West Hollywood Library's AIDS archive or that content may be made accessible within the AIDS Monument site itself.

Participation by the community is of particular importance in developing a personal and meaningful Monument. The City Council of the City of West Hollywood and FAM have expressed the need for a comprehensive outreach plan for building an engaged community around the Monument and for collecting AIDS stories from diverse voices.

2.2. Goal of the RFQ

The purpose of this RFQ is to identify consultants (individuals or firms) that will support FAM, the artist Dan Tobin, and collaborate with the City, to:

- Implement a comprehensive outreach strategy by designing and leading an engagement program for reaching a diverse community of people with the goal of creating broad participation in the development of content for the AIDS Monument;
- Curate and record personal AIDS stories using multiple media resources;
- Research contacts, information and content for inclusion in the AIDS monument;
- Fact-check AIDS history and timeline information;
- Develop and/or coordinate with the design team on physical or web-based communication tools; and/or
- Coordinate efforts with third party resources to accomplish the above-stated goals.

2.3. Minimum Qualifications

The ideal consultant(s), individual(s), team(s) or firm(s), shall possess one or more of the following minimum qualifications:

- Knowledge of the history of the AIDS crisis and of the full range of people who were and are impacted by AIDS.
- Knowledge of West Hollywood and professional/personal connections with local, State and National community leaders.
- Extensive experience in engaging diverse communities.
- Experience in content development for public art and/or exhibits.
- Experience working with volunteer non-profit organizations.

2.4. Scope of Services

The following are the basic goals and objectives to be met by retained consultant(s) or firm. Proposers of qualifications shall submit qualifications related to these goals and objectives.

1. The consultant(s) shall propose and implement mechanisms to engage the diverse local community of people touched by the AIDS crisis;
2. The consultant(s) shall design and implement a program to collect and curate multiple diverse AIDS stories to support the development of content for the

Monument, in coordination with FAM, Artist Dan Tobin and an Ad Hoc Committee including City Council Members, FAM Board and Advisory Council Members, City staff, and other consultants such as AIDS history surveyor, curator or recorder.

3. The consultant(s) shall also work closely with City of West Hollywood elected officials, FAM and staff to identify current groups and individual supporters of an AIDS Monument in West Hollywood;
4. Prior to commencing with the outreach program, the consultant(s) shall work with FAM to: create a mission statement to guide engagement; compile a list with relevant details of stakeholders already contacted; and an outline and schedule for future outreach, stakeholder and community meetings.
5. The consultant(s) may also lead the effort to position the Monument to reflect the goals of the Monument to operate as a platform for memory, education, and community action; and to reflect City of West Hollywood's significant contribution in the fight to end the HIV/AIDS epidemic.
6. The consultant(s) shall develop and implement a communications strategy, prepare for community presentations and one-on-one meetings designed to engage diverse communities and outreach to organizations throughout the region;
7. The consultant(s) shall work with the outreach consultant(s), Ad Hoc Committee, FAM and the artist, to develop and implement a recording/archiving strategy, and participate in community meetings and one-on-one meetings to record the stories and engagements of diverse communities and organizations throughout the region;
8. Upon conclusion of the outreach program, consultant(s) shall summarize and prepare a report for presentation to City Council. The consultant(s) should be able to demonstrate to the City Council achievement of a broad and high degree of community awareness of the AIDS Monument and the various opportunities for engagement, including among diverse communities, AIDS organizations, and City residents and businesses.

2.5. Program Requirements

The following are the program requirements to be met by retained consultant(s), individual(s) or firm(s). Proposers of qualifications shall submit qualifications related to these program requirements.

1. Records:
 - a. Consultant(s) shall maintain records of specific actions and work related to this RFQ for the term of the agreement.
 - b. Consultant(s) shall make records available upon the request of the City.

2. Monthly Activity Reports and Invoices:
 - a. Consultant(s) shall submit monthly invoices for payment to the attention of Francisco Contreras, Innovation and Strategic Initiatives Manager, or his designee.
 - b. Consultant(s) shall submit invoices along with a Monthly Activity Report that shall include a brief narrative of specific actions taken during the billing period to achieve the goals and objectives proposed on the work program. This brief narrative will serve as an informational memo to pertinent City officials.
 - c. Consultant(s) shall submit the Monthly Activity Report along with an updated "Work Program" form. The Work Program form shall clearly identify steps taken during the reporting period to achieve the goals and objectives proposed on the work program.
 - d. Work Program form shall include pertinent "Ongoing Evaluation" information so as to clearly establish progress made on goals and objectives proposed as part of the work program. Once a goal has been reached, consultant(s) shall identify that goal as achieved and shall provide information related to "Outcome Evaluation".

3. INSTRUCTIONS

3.1. RFQ Schedule

Tentative Dates:

- | | |
|--|-----------------------------|
| ▪ Release of RFQ document | January 11, 2016 |
| ▪ Informational Conference (optional)
A.M. PST | January 25, 2016 at 10 |
| West Hollywood Library
Community Meeting Room
625 N. San Vicente Boulevard
West Hollywood, CA 90069 | |
| ▪ Last day for all inquiries | February 8, 2016 |
| ▪ City responses to all inquiries | February 15, 2016 |
| ▪ Deadline to Submit Qualifications
PST | February 22, 2016 at 4 P.M. |
| ▪ City review of qualifications | Week of February 29, 2016 |
| ▪ Interviews with qualified candidates | Week of March 7, 2016 |
| ▪ City Council Approval of Contract(s) | April 2016 |
| ▪ Potential Contract Start Date | April 2016 |

3.2. Qualifications Submission

- a. Qualifications must be signed in ink by the president, chief executive officer, or individual authorized to act on behalf of the consultant or firm with current Power of Attorney, if applicable. The name, mailing address and other pertinent contact information of the individual submitting the qualifications must be provided.
- b. Proposal of Qualifications shall address all requirements and expectations specified in this document.
- c. Five bound copies and one unbound copy of each proposal of qualifications shall be submitted to the Office of the City Clerk no later than **February 22, 2016 at 4 P.M. PST**.
- d. Late qualifications received after the deadline shall be returned unopened.
- e. Proposals of qualifications shall be addressed and delivered as follows:

Office the City Clerk
City of West Hollywood
8300 Santa Monica Boulevard
West Hollywood, CA 90069

Attn: Community Engagement and Content Development
Support Services for an AIDS Memorial RFQ

3.3. General Terms and Conditions

Cancellation

The City of West Hollywood reserves the right to modify, amend, revise or cancel this RFQ at any time and/or to solicit and re-advertise for other proposals. Receipt and evaluation of Qualifications does not obligate the City to request proposals or award a contract.

Acceptance or Rejection of Qualifications

The City reserves the right to reject any and all proposals of qualifications when such rejection is in the best interest of the City or the proposal contains major irregularities. Minor irregularities of the qualifications may be waived by the City. Any Qualifications received prior to the date and time specified for receipt of qualifications may be withdrawn or modified by written request of the Proposer. To be considered, however, the modified Qualifications must be received by the time and date specified. The cost of preparing any responses to the RFQ shall be borne by the respondents and shall not be reimbursed by the City.

Universal Access and Non-Discrimination in Employment

The City of West Hollywood has a long history of commitment to providing accessible programs and services to all citizens. In connection with the performance of this project, any retained consultant, firm or team agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, color, religion, national origin, gender, gender variance, age, military status, sexual orientation, marital status, or physical or mental disability; and the consultant, firm or team further agrees to insert the foregoing provision in all subcontracts hereunder.

Verification of Information

Proposers of Qualifications are hereby notified that the City will rely on accuracy and completeness of all information provided in making a list of qualified consultants and/or request of consultants to submit proposals. Proposers of Qualifications are urged to carefully review all information provided to ensure, clarity, accuracy, and completeness of such information. As the City deems necessary and appropriate in its sole discretion,

the City reserves the right to make any inquiries or other follow-up required to verify the information provided.

Communications Regarding the Request for Qualifications

If a Proposer of Qualifications is in doubt as to the true meaning or intent of any part of the RFQ or discovers discrepancies in, or omissions from the RFQ, she/he may submit a written request via email for an interpretation or a correction thereof to the Project Manager.

Non-Commitment of City

This Request for Qualifications does not commit the City to request proposals or award a Contract, to pay any costs incurred in the preparation of qualifications for this request, of preparation of a proposal for this request, or to procure or contract services. The City reserves the right to accept or reject any or all qualifications received as a result of this request, to solicit proposals and negotiate with any qualified firm or to modify or cancel in part or in entirety the RFQ if it is in the best interest of the City to do so.

Confidentiality

Prior to award of any future Contract, all Qualifications will be designated confidential to the extent permitted by the California Public Records Act. If and once City staff has negotiated a contract for presentation to the City Council, all proposals shall become a matter of public record subject to disclosure, with the exception of those elements of each proposal that are identified by the Contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary" and determined by the City to be exempt from disclosure under the Public Records Act. Each element of a proposal that the Contractor desires not to be considered a public record must be clearly marked as set forth above. If disclosure is required under the California Public Records Act or otherwise by law, the City will make an independent determination and retain the confidentiality to the extent permitted by the Public Records Act.

Ownership of Reports and Data

The originals of all studies, reports, exhibits, documents data and/or other work / material(s) prepared and/or used to comply with any section/condition of this RFQ, plus any copies of same required by the Contract to be furnished to the City, shall be deemed to be public records which shall be open to inspection by the public and as such shall become and remain the property of the City.

Independent Contractor

Consultant is and shall at all times remain as to the City a wholly independent contractor. Neither the City nor any of its officers, employees, Consultants, servants or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as herein set forth.

Liability for Direct Payment

City shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed by the Consultant performing services hereunder for the City.

Contract Assignment

The Consultant shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without previous written consent of the City.

Non-Exclusive Contract

The City reserves the right to contract with other firms during the contract term.

Public Domain

All products used or developed in the execution of any contract resulting from this request for proposal will remain in the public domain at the completion of the contract.

Property of the City

At the earlier time of 1) termination of the contract agreement or 2) conclusion of all stages of work; all original documents, designs, drawings, reports, calculations, diskettes, computer files, notes, and other related materials whether prepared by Consultant or their consultant(s) or obtained in the course of providing services to be performed pursuant to the contract agreement shall become the sole property of the City and shall be delivered to the City upon demand.

Non-Discrimination

On the performance of the terms of the contract, the Consultant agrees that it will not engage in, nor permit such subcontractors as it may employ to engage in, discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, or religion of such person(s).

Termination

The City reserves the right to terminate the contract once executed upon thirty (30) calendar days from written notice to the Consultant. Consultant may terminate with thirty (30) calendar days written notice for breach only.

Conflicts of Interest

Consultant agrees to promptly notify City whenever a client or consultant has an interest in any portion of the project referred to Consultant for professional services. In particular, Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the resulting construction

project. Such project may be withdrawn by the City with no compensation due, if the Consultant has a conflicting interest.

Indemnity Disclosure

The Consultant shall indemnify and hold City harmless from all claims, damages or liability, including all reasonable attorney's fees and other costs incurred in defending any claims arising out of or in connection with the Consultant's alleged negligence in the performance of its services.

Inspections

The City reserves the right to inspect the work being done by the Consultant or any consultants of the Consultant at any time.

No waiver

No waiver or any provision of the contract agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

Breach of Contract

In the event of any action, suit or proceeding is brought for the enforcement of or the declaration of any right or obligation pursuant to the contract or as a result of any alleged breach of any provision of the contract, the prevailing party shall be entitled to recover its costs and expenses including reasonable attorney's fees, from the losing party and any judgment or decree rendered in such a proceeding shall include an award thereof.

Arbitration

Cases involving a dispute between the City and Consultant may be decided by an arbitrator only if both sides agree in writing to arbitration and to the selection of the arbitrator with each party to bear its own costs.

Action Filed in Court

The contract shall be made, entered into, executed in Los Angeles County, California and any action filed in any court or for arbitration for the interpretation, enforcement or other action regarding the terms, conditions or covenants referred to herein shall be filed in the applicable court in Los Angeles County, California and shall be decided based upon the laws of the State of California.

Standard Basic Contract

The selected consultant or firm will be required to comply with the City's standard contract requirements set forth in **APPENDIX E – SAMPLE BASIC CONTRACT** and the following section:

1. **LIVING WAGE ORDINANCE:** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
2. **EQUAL BENEFITS ORDINANCE, No. 03-662:** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, 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.
3. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.

3.4. Inquiries

Inquiries related to this RFQ can be made by attending an optional information conference on January 25, 2016 at 10 A.M. at the West Hollywood Library, Community Meeting Room. The West Hollywood Library is a tall white building located at 625 N. San Vicente Boulevard between Santa Monica Blvd. and Melrose Ave. The Community Meeting Room is located on the main floor of the West Hollywood Library adjacent to the Library entrance on the north facing side of the building at Park level (to the right of the main Library entrance). To get to the Community Meeting Room from the parking structure, visitors may use the sky bridge located on the third floor of the parking structure which accesses West Hollywood Park and the main entrance to the Library. From San Vicente Blvd, you may use the staircase or elevator to the main entrance.

Any additional inquiries related to this RFQ shall be addressed, in writing via email to **Joanna Hankamer, Special Projects Senior Planner** at jhankamer@weho.org. The last day for inquiries to be submitted to the City is **February 8, 2016 at 4 P.M. PST**. Responses will be provided by **February 15, 2016**. Responses shall be provided via email and shall be available on the City Clerk's page under "Public Notices / RFQ/RFQ/BID Notices" <http://www.weho.org/RFP>

3.5. Evaluation Criteria and Selection Process

All proposals must contain all information requested in this RFQ and be submitted by **February 22, 2016 at 4 P.M. PST** to be considered.

The consultant(s) that most clearly meets the RFQ requirements may be invited to an interview panel to be arranged by the City. Interviews will be held at City Hall with selected candidates after initial review of qualifications. The interview panel will include members of FAM and key staff and project team members. No single criterion, including price, will dictate the City's ultimate selection. The relative importance of these factors involves judgment on the part of the City staff and will include both objective and subjective analysis. Specific evaluation criteria will include the following:

- Qualifications and experience of consultant(s) or firm with comprehensive outreach and community engagement services in the Los Angeles County/Metropolitan area;
- Completeness, presentation and clarity of proposal of qualifications;
- Ability of consultant or firm to dedicate resources needed to deliver the scope of services and proposed work program;
- Fee schedule by task.

3.6. Data to Be Submitted with Proposal

The Proposer of qualifications must respond in writing to all the items listed below point by point:

- a. Proposers shall complete **APPENDIX A – “EXECUTIVE SUMMARY”**. This section shall include the consultant's or firm's experience and years in the industry, qualifications of personnel assigned to the servicing of this scope of work, and any other information that the proposer may consider relevant.
- b. Proposers shall complete **APPENDIX B – “FEE SCHEDULE”**. This section shall clearly identify all hourly fee rates related to the performance of services by the consultant, team, and/or firm. **Please be sure to include the name, address and phone number of primary contact person responding to RFQ.**

The two appendixes listed above are available on a word.doc format at <http://www.weho.org/RFP>

- c. Proposers shall complete **APPENDIX C – “REFERENCES”**. Proposers shall submit at least 3 (three) professional references and complete contact information for those references.

3.7. Revisions to the RFQ

Any revisions to the RFQ document made by the City will be made available on the on the City's web site at <http://www.weho.org/RFP>. Thus, prospective proposers shall ensure to check the City's web page periodically so as to avail themselves to any notifications of changes. The City will attempt to notify prospective responders directly but cannot guarantee such notification(s).

4. SUPPORTING DOCUMENTATION

4.1. Monument Narrative by Artist Dan Tobin

The Monument narrative can be viewed and downloaded by visiting the following URL:
<https://www.dropbox.com/s/sgsocifmf15skka/Tobin%20Narrative%208-2-15.pdf?dl=0>

APPENDIX A

EXECUTIVE SUMMARY

Please describe company background, years of experience, and qualifications of consultant or firm's personnel to be assigned as part of the servicing of this contract.

APPENDIX B

FEE SCHEDULE

Please provide detailed hourly fee schedule related to all services to be provided by consultant(s), team and/or firm.

APPENDIX C

REFERENCES

Please submit at least 3 (three) professional references and complete contact information for those references.

APPENDIX E

SAMPLE BASIC CONTRACT

This Agreement is made on this #th day of Month, 2007, at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and XYZ Corporation, 1500 Main Street, City CA 90000 (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. The CITY proposes to contract for professional services as outlined below;
- B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;
- C. NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:
 1. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.
 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on _____, 20__ unless extended in writing in advance by both parties.
 3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
 4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$###0 for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within thirty (30) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.
 5. **CONTRACT ADMINISTRATION.**
 - 5.1. **The CITY's Representative.** Unless otherwise designated in writing, (City Staff Person) shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
 - 5.2. **Manager-in-Charge.** For the CONTRACTOR, S. Jones shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

- 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

6. **TERMINATION.**

- 6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.
- 6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

7. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless City from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that City is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend City with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly

understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the City. The obligations established by this paragraph will survive termination of this Agreement.

For purposes of this paragraph:

- City means the City Council and its subordinate bodies, elected and appointed City officials and officers, City employees and authorized agents and volunteers of the City.
- Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.
- The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.
- The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

8. **INSURANCE REQUIREMENTS.**

8.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

8.1.1. **Workers' Compensation Coverage.** The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR for City.

This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement. If the CONTRACTOR has no employees for the purposes of this Agreement, the CONTRACTOR shall sign the "Certificate of Exemption from Workers' Compensation

Insurance” which is attached hereto and incorporated herein by reference as “Exhibit B.”

- 8.1.2. **General Liability Coverage.** The CONTRACTOR 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.
- 8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR 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. If CONTRACTOR or CONTRACTOR’s employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.
- 8.1.4. **Professional Liability Coverage.** The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR’s operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.
- 8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best’s rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
- 8.2.1. “The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations.”
- 8.2.2. 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.

- 8.2.3. 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.
 - 8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR 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.
 - 8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
 - 8.2.6. 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.
 - 8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.
 - 8.2.8. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor 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.
- 8.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Owner (as the named insured) should Owner fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Owner's behalf upon the Owner's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such

amounts as damages in any action against Owner for breach of this Agreement in addition to any other damages incurred by City due to the breach."

- 8.4. **Certificates of Insurance.** The CONTRACTOR 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 CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.
- 8.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 10.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
- 10.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due

to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

- 10.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.
11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
13. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
14. **RECORDS AND AUDITS.** The CONTRACTOR 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. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.

15. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, 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 CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
16. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The 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 the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
17. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY OF WEST HOLLYWOOD
8300 Santa Monica Boulevard
West Hollywood, CA 90069-6216

Attention: _____

CONTRACTOR: XYZ Corporation
1500 Main Street
City, CA 90000

Attention: _____

18. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
19. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
20. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
21. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
22. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the #th day of Month, 2007.

CONTRACTOR: XYZ Corporation

J. Smith, President

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk

**Sample Basic Contract
Exhibit A**

Scope of Services:

Time of Performance:

Special Payment Terms:

**Sample Basic Contract
Exhibit B**

Certificate of Exemption from Workers' Compensation Insurance

TO: City of West Hollywood
SUBJECT: Sole Proprietor/Partnership/Closely Held Corporation with No Employees

Please let this memorandum notify the City of West Hollywood that I am a

- sole proprietor
- partnership
- nonprofit organization
- closely held corporation

and do not have any employees whose employment requires me to carry workers' compensation insurance. Therefore, I do not carry worker's compensation insurance coverage.

Contractor Signature _____

Printed Name of Contractor _____

Date _____