

REQUEST FOR PROPOSALS



Responses Due:
4/25/2017
at 4pm PST

COMMUNITY ENGAGEMENT & CONTENT DEVELOPMENT SUPPORT SERVICES FOR AN AIDS MONUMENT

The City of West Hollywood is soliciting proposals from consultant teams to provide community engagement, content development, and related support and advisory services for the purpose of collecting stories through community engagement strategies. The selected consulting team will also curate and prepare these stories for archival purposes in support of an AIDS Monument which will be sited in West Hollywood Park that is currently under development by the Foundation for the AIDS Monument (FAM) and artist Dan Tobin, in collaboration with the City.

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REQUEST FOR PROPOSALS

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 proposals from consulting teams 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 04/25/17 at 4:00 P.M. PST. Responses must conform to the requirements of this Request for Proposals (RFP).

Once City staff has negotiated a contract for presentation to the City Council, the recommended proposal 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 **Andrew Campbell, Arts Manager**, 8300 Santa Monica Boulevard, West Hollywood, CA 90069. The contact telephone number is (323) 848-6883 and email address is acampbell@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 Carnaval 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 RFP:

- 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 the proposal
- 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 RFP.

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 the 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 a team of consultants to help in the development of content (stories, history, imagery, etc.) for integration into the AIDS Monument and an accompanying website.** It is anticipated that this will be accomplished through a variety of community outreach strategies that will engage diverse communities in storytelling and history-sharing related to the AIDS epidemic and the continuing battle against HIV/AIDS today.

The City is looking for a consulting team with 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. The consulting team should have within its cohort some or all of these skill sets:

- community outreach and engagement
- story-telling and story collection strategies
- archiving personal narratives
 - content development for memorials, monuments, or permanent exhibits
 - experience that might be found in museum educators or curators.

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

The diverse stories and input collected by the outreach consultant team through the outreach program will be referenced and/or translated by Artist Dan Tobin in his final design for the AIDS Monument, and representative stories will be selected for their integration into the physical art piece as narrative text, imagery and/or personalized soundscapes or video projections, for example. All of the content collected during the outreach will also be archived by the outreach consultant for future use in a website, digital/virtual environments or other supporting technologies or archival mechanisms.

The collection of stories and information may also provide content for inclusion in the West Hollywood Library's AIDS collection, and/or other local or regional archives or museums, as well as 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.

The City Council approved the formation of an AIDS Monument Outreach Advisory Team (AMOAT) in December 2016. The nine-member AMOAT is comprised of volunteer stakeholders who have been leaders in the community and the fight against HIV/AIDS. The Advisory Team will guide the outreach and public engagement for the development of the AIDS Monument Project, and greatly enhancing FAM's efforts to create an AIDS Monument that speaks to the diversity of people who are and have been affected by the AIDS epidemic.

Over the next four months, the Advisory Team will help City and FAM staffs to: set goals for public engagement; select an outreach consultant team; guide the outreach consultant in reaching important stakeholders; and provide feedback on the outreach consultant's proposal to reach and engage a diversity of communities. The Advisory Team will also be asked to help guide the content selected for the locally-focused AIDS Monument Timeline which is currently under development by Karen Ocamb as a separate scope of services commissioned by City Council in December 2016.

2.2. Goal of the RFP

The purpose of this RFP is to select a consulting team that will support FAM, the artist Dan Tobin, and collaborate with the City, based on the consultant's proposal to:

- Implement a comprehensive outreach and content collection/archival strategy;
- Coordinate messaging and communication with the City, FAM, and the artist;
- Coordinate the identification of a diverse group of key stakeholders and organizations to interview for their stories (aka, "content");
- Document, record and archive personal, professional, cultural and political AIDS stories (for use in the AIDS Monument Project and possible supplemental programs) using multiple media resources, such as photography, video and voice recording booths, website entries, articles and transcription services;
- Identify future partners who may develop programs supplementary to the AIDS Monument; and
- Coordinate efforts with third party resources to accomplish the above-stated goals.

2.3. Project Team and Expertise

The consultant(s) or consultant team should include appropriate staffing and technical expertise to address the Scope of Services outlined below. The consultant(s) may be a single multi-service firm, or comprised of a lead consultant with sub-consultants as required. Strong knowledge of the HIV/AIDS crisis and response is desired. The City anticipates needing specific technical expertise particularly for content collection and

archiving. An innovative community engagement program is a critical component of this project. In addition to technical expertise in key topic areas, the project team must demonstrate that they can contribute:

- A high level of creativity and use of graphics in the production of innovative and user-friendly reports and other materials
- The ability to effectively communicate ideas to a wide range of audiences
- Expert facilitation and collaboration skills for working with City staff, FAM and AMOAT
- Experience in developing and implementing innovative community engagement programs and events in a multi-lingual environment (in this case, primarily English and Russian). The City can provide translation services if needed.
- Experience in collecting, curating, archiving and clearing for use by the City and FAM content (aka stories).
- Availability and capacity to move the project forward and the flexibility to adjust quickly to changes in a complex community environment.

The ideal consulting team 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 education, art and/or exhibits.
- Experience working with volunteer non-profit organizations and community advisory groups.

The City is hosting an **Informational Conference on April 11, 2017 at 4 P.M.** Potential consultants or consultant team members are welcome to attend the Informational Conference with the aim of meeting other consultants with whom to form a team, to provide the needed expertise. As well, potential team members are welcome to join more than one consultant team as long as their participation, role and rate are clearly stated in each proposal. The City encourages each consultant or consultant team to consider additional team members in order to provide the expertise required to achieve the stated goals below.

2.4. Scope of Services

Approved by the AIDS Monument Outreach Advisory Team, or AMOAT, the following are the basic goals and objectives to be met by the winning proposal for comprehensive outreach and content development scope of services:

1. Get the Word Out

- 2. Prioritize Inclusivity and Invite Broad Participation**
- 3. Collect and Archive the Stories**
- 4. Engage, Educate and Build Partnerships**

The main tasks for this project are: collection, curation and archiving of AIDS stories and history through the implementation of an innovative community outreach plan; and development of content for the AIDS Monument and possible use in programs supplemental to the Monument. Specific goal-oriented tasks to be addressed in the proposal include:

Get the Word Out:

1. The consulting team shall develop and coordinate a communications strategy with the City staff, FAM and the AIDS Monument Outreach Advisory Team (AMOAT).
2. The consulting team shall also work closely with City of West Hollywood elected officials and leaders in the HIV/AIDS leadership community to identify and engage current groups and individual supporters of an AIDS Monument in West Hollywood.
3. The consulting team shall propose and implement communication and outreach mechanisms (such as outreach event notifications, social media, networking, flyers and other printed communication materials, articles, and public notices) to engage the diverse local community of people touched by the AIDS crisis. A variety of communication means should be used, especially to engage populations such as youth and seniors who may be difficult to reach using traditional means. The AIDS Monument Outreach Advisory Team will be a good resource for the consultant team to engage regarding networking.
4. Upon conclusion of the outreach program, the consulting team shall summarize and prepare a report for presentation to City Council. The consulting team 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, leaders in the HIV/AIDS community, and City residents and businesses.

Prioritize Inclusivity and Invite Broad Participation:

5. The consulting team shall design, produce and conduct community engagement sessions, workshops and presentations to engage diverse communities and outreach to organizations throughout the region, varying in scale from large scale community workshops to pop-up events and to one-on-one stakeholder meetings. Key engagement activities may include:
 - Generation of content (blog posts, images, etc.) for the project website or AIDS Monument names or memory book
 - Pop-up workshops or special events

- Focus groups to solicit input on specific issues from key stakeholder groups
 - Outreach and consultation with key stakeholders
 - Traditional community workshops
 - Video or sound recording booths
 - Other innovative programs suggested by the Consultant Team.
6. Upon finalization of the consultant(s) contract, and prior to initiating the outreach program, the consultant(s) shall work with City staff, FAM and the AMOAT to: create a mission statement to guide engagement; compile a list of key stakeholders to be directly engaged, including relevant details of stakeholders already contacted by FAM; and create a draft outline and schedule for future outreach events and stakeholder and community engagement sessions. The key stakeholder list should be representative of HIV/AIDS stakeholder groups, including activists, artists, caregivers, cultural organizations, health organizations, etc. and representing diversity of race, gender-identity, age, sexual orientation, ability, etc.

Collect and Archive the Stories:

7. The consulting team shall propose, and work with City staff, FAM, the artist, and the AMOAT, to develop a recording/archiving strategy for collecting stories and information gained at community events and individual meetings.
8. The consulting team shall implement a multi-faceted system to collect, curate and archive multiple diverse AIDS stories in support of the development of content for the Monument, in coordination with City staff, FAM, Artist Dan Tobin, the AIDS Monument Outreach Advisory Team (AMOAT). Collection of stories could include the use of a website, social media, photography, video and/or sound recordings, and written submissions/articles, for example.
9. The consulting team shall collect enough and diverse stories from individuals and organizations throughout the region to represent the local story of HIV/AIDS.
10. The stories shall be collected and archived in such a way that they are accessible and verifiable, to include significant data and/or citations such as source and date, and release forms for use by the City, FAM or Dan Tobin of personal information or imagery.

Engage, Educate and Build Partnerships:

11. The consultant(s) shall work with the City and FAM on coordinated educational messaging that will engage various generations of people, through social media, print material and potentially through public service announcements (PSAs).

12. The consultant(s), the City, FAM and the artist shall consider that each social media platform and event/meeting is an opportunity to educate people about the significance of an AIDS Monument. For example, re-telling some of the representative and poignant stories collected earlier in the outreach process may be a good test to what resonates with people from different perspectives and different generations.
13. During the course of outreach events, workshops and one-on-one meetings, the consultant(s), the City and FAM shall consider and identify potential future partners regarding the use of content developed during the outreach program. For example, the West Hollywood Library may be interested in adding content to its collection regarding HIV/AIDS or an education-oriented organization may be interested in developing an HIV/AIDS education program for schoolchildren. The consultant(s) shall maintain a list of these potential partners.

2.5. Program Requirements

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

1. Records:
 - a. Consulting team shall maintain records of specific actions and work related to this RFP for the term of the agreement.
 - b. Consulting team shall make records available upon the request of the City.
2. Monthly Activity Reports and Invoices:
 - a. Consulting team shall submit monthly invoices for payment to the attention of Andrew Campbell, Arts Manager, or his designee.
 - b. Consulting team 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. Consulting team 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, consulting team shall identify that goal as achieved and shall provide information related to “Outcome Evaluation”.

2.6. Project Timeline

The City is proposing a 5 month schedule to complete the tasks and deliverables. A tentative project schedule is outlined below.

April 5, 2017	RFP Issued
April 11, 2017	Informational Conference (optional) at 4 P.M.
April 25, 2017	RFP Submissions due by 4 P.M.
May 1, 2017	Interviews; and Select Consultant(s)
May/June 2017	Finalize contract, hold Kick-off Meeting with AMOAT
June and July 2017	Outreach Consultant(s) to present progress to AMOAT
August/Sept 2017	Conclusion of Outreach Outreach Consultant(s) to present Final Report

2.7. Project Budget and Fee Submittal

The City would like the consultant(s) to propose a fixed fee **by Task** (inclusive of initial and ongoing coordination of proposed communications, outreach and content development strategy with City, FAM and AMOAT) to complete the goal-oriented **Tasks described in Section 2.4** above, including as many references to the following deliverables, services and activities, as appropriate to describe your proposed work plan:

- Number of and budget for outreach events/sessions by type
- Number of one-on-one stakeholder meetings to schedule and facilitate in coordination with FAM (assume minimum of 25)
- Outreach and event materials, including presentation materials required for proposed engagement activities and summaries of discussion and input received
- Type of and budget for content to be collected, curated and archived (specify recordings, videos, transcripts, meeting notes, articles, images, website/blog entries, etc),
- Initial Communications, Outreach, and Content Development Strategy Memo (outline and schedule), for presentation to and refinement with the City, FAM and AMOAT;
- Project management and coordination materials (assume 9 coordination meetings with City staff and FAM), such as activity reports, meeting agendas, presentation materials and handouts and discussion summaries
- Approval presentations and materials (assume minimum of 3 presentations to City staff, FAM and/or AMOAT and 2 presentations to City Council)

All reprographic, travel and other administrative expenses should be included in the fixed fee. Please also attach the hourly rates for all Consultant Team members for use if additional services are needed during the AIDS Monument outreach and content development process. The City anticipates the project budget will be approximately \$200,000 - \$250,000, based on components proposed.

3. INSTRUCTIONS

3.1. RFP Schedule

Tentative Dates:

- | | |
|--|---------------------------------|
| ▪ Release of RFP document | April 5, 2017 |
| ▪ Informational Conference (optional) | April 11, 2017
4:00 P.M. PST |
| West Hollywood Library
Community Meeting Room
625 N. San Vicente Boulevard
West Hollywood, CA 90069 | |
| ▪ Last day for all inquiries | April 14, 2016 |
| ▪ City responses to all inquiries | April 18, 2016 |
| ▪ Deadline to Submit Proposals | April 25, 2016
4 P.M. PST |
| ▪ Notification of Interviews | April 28, 2017
1 P.M. |
| ▪ Interviews with selected candidates | May 1, 2017
9:00am-12:00pm |
| ▪ Potential City Council Approval of Contract(s) | May 15, 2017 |
| ▪ Potential Contract Start Date | May 16, 2017 |

3.2. Proposal Submission

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).

Proposal:

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

- A. Cover Letter:** Summarize the Consultant Team's understanding of the project and why the Team is best suited to complete the scope of work.

B. Consultant Qualifications: Provide a brief overview of the Consultant's experience performing the requested services, their qualifications in working with municipal 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 or knowledge related to the HIV/AIDS. 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, including initial recommendations regarding communications, community engagement and content development. 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 Delivery:

- a. Proposals must be signed in ink by the president, chief executive officer, or individual authorized to act on behalf of the consultant team with current Power of Attorney, if applicable. The name, mailing address and other pertinent contact information of the individual submitting the proposal must be provided.
- b. Proposal shall address all requirements and expectations specified in this document.
- c. One **(1) digital copy**, a PDF of less than 10MB emailed to acampbell@weho.org with the subject line "Community Engagement and Content Development for the AIDS Monument RFP Submission," **ten (10) bound copies** and **one (1) unbound copy** of each proposal shall be submitted to the Office of the City Clerk no later than **April 25, 2017 at 4 P.M. PST.**
- d. Late proposals received after the deadline shall be returned unopened.

- e. Proposals shall be enclosed in envelopes plainly marked with the following information:

Proposal
Name of Consultant(s)
Name of Contact Person
Address
Telephone / Email Address

- f. Proposals 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 Monument RFP**

3.3. Inquiries

Inquiries related to this RFP can be made by attending an optional **Information Conference on April 11, 2016 at 4 P.M.** in 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.

As stated above, potential consultants or consultant team members are welcome to attend the Informational Conference with the aim of meeting other consultants with whom to form a team, to provide the needed expertise. As well, potential team members are welcome to join more than one consultant team as long as their participation, role and rate are clearly stated in each proposal.

Any additional inquiries related to this RFP shall be addressed, in writing via email to **Andrew Campbell, Arts Manager at acampbell@weho.org**. No questions regarding this RFP will be answered over the phone. **Proposers that contact City personnel, City Council members, Members of the AIDS Monument Outreach Advisory Team (AMOAT) or the Foundation for the AIDS Monument (FAM) after the City releases the RFP and throughout the evaluation period may have their proposals disqualified from consideration.** The last day for inquiries to be submitted to the City is **April 14, 2017 at 4 P.M. PST**. Responses will be provided on **April 18, 2017**. Responses shall be provided via email and shall be available on the City Clerk's page under "Public Notices / RFP/RFQ/BID Notices" <http://www.weho.org/RFP>

3.4. Evaluation Criteria and Selection Process

All proposals must contain all information requested in this RFP and be submitted by **April 25, 2017 at 4 P.M. PST** to be considered.

The consulting team that most clearly meets the RFP requirements may be invited to an interview panel to be arranged by the City. Interviews will be held at City Hall (May 1, 2017 between 9:00 A.M – 12:00 P.M.) with selected candidates after initial review of proposal and qualifications. The interview panel may include City staff members and representatives from AMOAT, FAM, and other City agencies, boards, or commissions. 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 consulting team or firm with comprehensive outreach and community engagement services in the Los Angeles County/Metropolitan area and ability of consultant or firm to dedicate resources needed to deliver the scope of services and proposed work program;
- Demonstrated experience with or knowledge of the HIV/AIDS crisis
- Demonstrated ability to lead innovative content development processes;
- Demonstrated ability to provide clear and compelling presentations to the general public, to facilitate community advisory groups, and to coordinate with various municipal departments and city staff;
- Completeness, presentation and clarity of proposal of qualifications;
- Project cost

The City reserves the right to request a revised proposal and/or a revised team composition, after April 25, 2017, if the City is not satisfied with any of the proposals received.

After a Consultant is selected, the Project Manager will initiate final contract negotiation. The City anticipates entering into an agreement with the selected consultant(s) based on a negotiated fee and a negotiated scope of work. If an agreement on the fee cannot be reached, the City reserves the right to end negotiations and enter into negotiations with another Consultant.

3.5. Revisions to the RFP

Any revisions to the RFP document made by the City will be made available 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).

3.6. General Terms and Conditions

Cancellation

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

Acceptance or Rejection of Qualifications

The City reserves the right to reject any and all proposals 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 Proposals received prior to the date and time specified for receipt of proposals may be withdrawn or modified by written request of the Proposer. To be considered, however, the modified Proposal must be received by the time and date specified. The cost of preparing any responses to the RFP 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 are hereby notified that the City will rely on accuracy and completeness of all information provided in submitting proposals. Proposers 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 Proposals

If a Proposer is in doubt as to the true meaning or intent of any part of the RFP or discovers discrepancies in, or omissions from the RFP, 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 Proposals does not commit the City to award a Contract, to pay any costs incurred in the preparation of proposals for this request, or to procure or contract services. The City reserves the right to accept or reject any or all proposals 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 RFP if it is in the best interest of the City to do so.

Confidentiality

Prior to award of any future Contract, all Proposals 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 RFP, 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 consulting team 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 attorneys' 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 A – 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.

4. SUPPORTING DOCUMENTATION

4.1. Monument Concept by Artist Dan Tobin

The artist's concept and FAM's current website for the Monument can be viewed and downloaded by visiting the following URL: <http://www.aidsmonument.org/>

APPENDIX A

SAMPLE BASIC CONTRACT

This Agreement is made on this [redacted]th day of [redacted], 2017, 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 Company, 1500 Main Street, City, CA 90000 (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. The CITY proposes to contract for 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:
 4. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.
 5. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on June 30, 20[redacted] unless extended in writing in advance by both parties.
 6. **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.
 7. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$ [redacted] 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 forty-five (45) 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.
 8. **CONTRACT ADMINISTRATION.**
 - 8.1. **The CITY's Representative.** Unless otherwise designated in writing, [redacted], 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.

- 8.2. **Manager-in-Charge.** For the CONTRACTOR, [REDACTED] 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.
- 8.3. **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.
- 8.4. **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.
9. **TERMINATION.**
- 9.1. **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.
- 9.2. **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.
10. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. 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 and will survive termination of this Agreement.

11. INSURANCE REQUIREMENTS.

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

11.1.1. **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."

11.1.2. **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.

11.1.3. **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.

11.2. **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.

11.2.1. "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."

- 11.2.2. 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.
 - 11.2.3. 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.
 - 11.2.4. 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.
 - 11.2.5. 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.
 - 11.2.6. 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.
 - 11.2.7. 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.
 - 11.2.8. 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.
- 11.3. **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.

- 11.4. **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.
- 11.5. **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.
12. **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.
13. **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.
- 13.1. **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.
- 13.2. **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.
- 13.3. **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.

14. **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.
15. **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.
16. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
17. **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.
18. **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.
19. **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.

20. **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 Blvd.
West Hollywood, CA 90069-6216

Attention: _____

CONTRACTOR:

Organization Name

Street Address, City State ZIP

Attention: _____

21. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.

22. **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.

23. **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.

24. **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.

25. **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 ____ day of _____, 20__.

CONTRACTOR:

Name, Title

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

Exhibit A

Scope of Services:

Include specific tasks, in-person meetings, interim work products (if any) and at least one final work product (e.g., a report or memo).

Time of Performance:

Include a schedule or timeline for delivering interim and final work products. May include specific dates or the number of weeks (e.g., within 30 days of project initiation)

Special Payment Terms:

NONE

(only if additional to section C.4. on page 1)

E.g., include a pricing sheet or hourly rate, if required or implied. Otherwise, state "None".

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 _____