

REQUEST FOR QUALIFICATIONS FROM
CALIFORNIA DIGITAL ARTISTS AND GRAPHIC DESIGNERS
CITY OF WEST HOLLYWOOD
ARTS DIVISION
WINTER SEASON ARTWORK 2024



Date Released: February 29, 2024
Deadline to Apply: April 15, 2024, 12pm

weho.org/arts

@WeHoArts @WeHoCity

Artwork by Sophie Morro (2022)

Image credit: City of West Hollywood / Jon Viscott



PROJECT DESCRIPTION

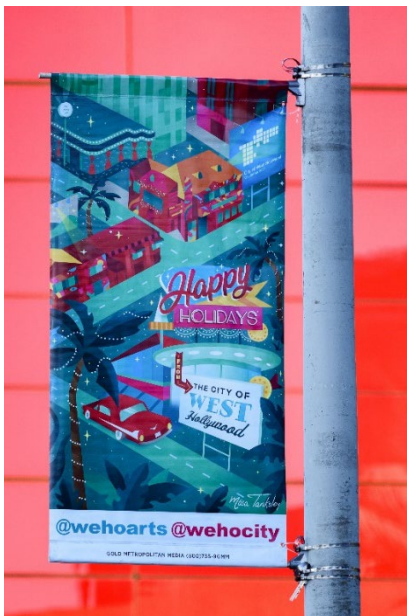
The City of West Hollywood is seeking a graphic artist to provide digital artwork for the City of West Hollywood's annual winter season street pole banner display. The selected artwork will be displayed on the City's digital bus shelters, social media, and printed street pole banners. Artists are invited to submit existing work samples to demonstrate their style and technique.

ELIGIBILITY

The opportunity is open to digital artists and graphic designers who live in California and create computer generated art. Artists who live in West Hollywood and artists of color, women, artists with disabilities, and LGBTQIA+ artists are highly encouraged to apply.

SELECTION PROCESS AND DELIVERABLES

The City of West Hollywood's Performing Arts and Cultural Affairs Subcommittee will review submissions through this request for qualifications to select up to three (3) semi-finalists based on portfolios of existing work samples. Semi-finalists will be paid a stipend of \$350 each to create a concept artwork proposal, and to attend a mandatory short virtual meeting with the City of West Hollywood to discuss the City of West Hollywood's desires for the final artworks. Semi-finalist concept artworks will be reviewed by a committee of City of West Hollywood Arts Division and Communications Department Staff. One artist will be awarded a contract of an additional \$650 (total of \$1000) to create the final artworks incorporating input from the City.



Artwork by Mosa Tanksley (2021)
Image credit: City of West
Hollywood / Jon Viscott

The final artwork will be presented in a variety of ways, including:

- A street pole banner sized artwork 35 x 72 inches (live area 34 x 64.5)
- A digital bus shelter sized image 1920px h x 1080px w
- Social media posts sized for Instagram 1080px x 1080px

The final artwork should not contain any religious imagery. The artwork should be winter-themed. The artwork should also not include any explicit language or imagery as it may be displayed in shared public spaces.

The City would like the banner to include specific winter season imagery (such as decorative lights in trees, snowflakes, wrapped gifts, snowmen, etc.) as well as imagery that is specific to the City of West Hollywood (such as well-known landmarks like the rainbow crosswalks

or famous buildings), flora endemic to the area, and/or people that you might see in West Hollywood (we have large Russian-speaking and LGBTQ+ communities). The semi-finalists will be provided with additional information on the exact boundaries of the City and of well-known landmarks within the City.

The final artwork must include the words: “Happy Holidays from the City of West Hollywood”, the [City logo](#), and @WeHoArts and @WeHoCity social media handles.

Please keep in mind that since this artwork will be used for Street Pole banners, all the words and images should be visible/legible at a distance of at least 30-40 feet. We strongly encourage artwork with larger, bold imagery and color contrast that will read well from a distance. Any wording needs to be visible from this distance and should occupy approximately a third of the banner space.

Your artist social media handle cannot be used on the artwork itself, but you may sign the artwork so people know who created it (we will also tag you in social media posts).

The City of West Hollywood reserves the right to reject all artworks and/or cancel or postpone this RFQ at any time. Selected Semi-Finalist Artists will be paid for any work that is contracted and delivered to the City according to the contract terms. Please review the contract in Attachment A.

TO APPLY

Applications must be submitted online: <https://bit.ly/winterweho>

Applicants from previous years who wish to be considered must submit a new application and work samples. Artists will remain eligible for a period of one year.

SCHEDULE

The following dates represent the schedule that will be followed. The City reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Complete applications must be submitted online by **April 15, 2024, 12pm, Pacific Time (PT)**.

February 29, 2024	RFQ released
April 15, 2024, 12pm	Deadline to Apply. RFQ closes
May 9, 2024	Review by Performing Arts and Cultural Affairs Subcommittee
May 23, 2024	Approval of recommended semi-finalists by Arts and Cultural Affairs Commission
July 31, 2024	Semi-finalists draft artwork proposals due
August 7, 2024	Draft artworks are reviewed and Finalist is selected
August-September	Final edits to artwork based on input from City

CULTURAL EQUITY STATEMENT

The City of West Hollywood's Arts Division and Arts and Cultural Affairs Commission believe that all people in the City of West Hollywood have the right to celebrate and engage in meaningful and relevant arts and cultural experiences. Each member of the community should have access to the arts which reflect and nurture individual identities, affirm personal value, and foster belonging in the community. Arts and culture are foundational to quality of life and vibrant and resilient communities. Arts and culture have the power to enhance inclusion, engagement, and diversity, and contribute to positive outcomes across civic life. The right to participate freely in the cultural life of the community is recognized as a basic human right.

We aspire to ensure cultural equity in all arts policies and practices, including equity for both artists and audiences. West Hollywood has a long history of supporting art that uplifts diverse artists and audiences. To implement the principles of this statement, the Division and Commission will:

- Advocate for equitable outreach and engagement resources to intentionally support and serve diverse populations.
- Actively seek out opportunities to acknowledge past exclusions and change perceptions by being mindful of ways to encourage participation of artists and audiences from groups who have experienced prejudice in the past.
- Reflect on and take action to address and correct any implicit biases that may lead to preferences for one artist or artform over another.
- Provide equity and access through systemic change that will remove barriers, thus improving access, empowerment and representation in the development and distribution of arts policies and resources to diverse communities and individuals.
- Remain accountable through ongoing evaluation and review of the effectiveness of cultural equity practices and procedures and by making public the results of cultural equity audits.

The Arts Division and Arts and Cultural Affairs Commission commit to using this statement to inform policies, partnerships, and programs.

The City of West Hollywood's official definitions of diversity, equity, and inclusion (adopted under Admin Reg 118 on July 21, 2021) are:

- **DIVERSITY:** The presence and acknowledgement of differences within a group of people in a given setting that may include race, physical appearance, skin color, hair style, age, gender, gender identity and expression, sexual orientation, disability, mental and physical health status, ethnicity, immigration status, national origin, language, religious identity, parental status, marital status, geography, social class, housing status, or educational status.
- **EQUITY:** The act of developing and advancing fair and just outcomes in systems, procedures, practices, policies, and distribution of resources to minimize harm and create equitable opportunity and advancement for all people. Equity is distinct from equality, which refers to everyone receiving the same treatment without

accounting for differing needs or circumstances. Equity is viewed from three perspectives: individual, institutional, and structural. Equitable outcomes focus on identifying, understanding, and eliminating the root harm, biases, disadvantages, and barriers that prevent the full participation of historically and currently oppressed individuals and groups.

- **INCLUSION:** The act of creating environments in which any individual, group, or community can fully participate in the decision-making processes and be welcomed, respected, supported, and valued. Inclusion is not a natural consequence of diversity. An inclusive climate embraces differences and offers respect and prospects for growth in words, actions, and preparations to meet all people where they are. It is created through progressive and consistent actions to expand, include, and share.

**The Arts Division and Arts and Cultural Affairs Commission understand that implementing art and funding programs can raise complicated legal issues and consultation with the City Attorney's office may be necessary before making final decisions based on this statement.

CITY OF WEST HOLLYWOOD

The City of West Hollywood, known as the "Creative City," was incorporated in 1984. It is 1.9 square miles in area and is bounded by Beverly Hills to the west, Hollywood to the east, and Los Angeles to the north and south. West Hollywood serves many diverse communities and cultural traditions. Its audiences include older immigrants from repressive political environments, children, families, singles and a large LGBTQ population.

The City is home to approximately 37,000 residents and over 3,500 businesses. Approximately 40% of the City's residents identify as LGBTQ, 10% are Russian-speaking immigrants, and close to 20% are senior citizens.

The City of West Hollywood delivers a broad array of arts programs including Art on the Outside (temporary public art), Arts Grants for Individuals and Nonprofit Arts Organizations, City Poet Laureate, Drag Laureate, Free Theatre in the Parks, Library Exhibits and Programming, Summer and Winter Sounds, WeHo Reads, WeHo Pride Arts Festival (formerly called the One City One Pride LGBTQ Arts Festival), and Urban Art Program (permanent public art). For more information, please visit www.weho.org/arts or on social media at @wehoarts.

QUESTIONS

For all questions related to this RFQ contact Mike Che, Arts Coordinator, mche@weho.org or 323-848-6377

The City of West Hollywood reserves the right to reject all artworks and/or cancel or postpone this RFQ at any time. Semi-Final Artists will be paid for any work that is contracted and delivered to the City according to the contract terms.

CITY OF WEST HOLLYWOOD

**AGREEMENT FOR
GRANT OF RIGHTS TO ORIGINAL WORK OF ART
(to be used for Winter Season Artwork Program, WeHo Pride Arts Festival, etc.)**

This Agreement for Grant of Rights to Original Work of Art (“Agreement”) is made on this xxxxxxxx day of xxxxx, 20xx at West Hollywood, California, by and between the City of West Hollywood, a California municipal corporation located at 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the “CITY”) and Vendor, Address, City, State, Zip (hereinafter referred to as the “ARTIST”).

RECITALS

- A. As part of its Winter Season Artwork Program, the CITY solicited artistic qualifications from which to select an artist to commission an image to be used for promotional materials, including but not limited to posters, postcards, banners, social media posts, advertisements, videos, and other efforts utilized to promote the program.
- B. <NAME OF VENDOR> is the ARTIST who has been selected to deliver an original digital artwork to the CITY, with parameters of the original digital artwork defined by the CITY (hereinafter referred to as the ‘ARTWORK’).
- C. The ARTIST represents that the ARTIST will be the creator of the ARTWORK and owns the right to transfer right to use the ARTWORK in any capacity commercial or otherwise.

NOW, THEREFORE, the CITY and the ARTIST mutually agree as follows:

1. **GRANT OF RIGHTS TO CITY.** The ARTIST grants the CITY full rights to utilize the ARTWORK and any variations of the ARTWORK for any purposes related to promotion of the CITY’s program including but not limited to posters, postcards, banners, social media posts, advertisements, videos, and other efforts utilized to promote the program without further financial compensation beyond that indicated in Payment for Services.
2. **THE ARTIST’S WARRANTY.** The ARTIST represents and warrants to the CITY that the ARTWORK does not violate or infringe upon the trademark, trade name, copyright, literacy, dramatic, musical, artistic, personal, private, civil, “*droit mora*” or property right or rights of privacy or any other right of any person or entity. The ARTIST agrees to indemnify, hold harmless and defend the CITY, the CITY’S City Council and each member thereof, and every officer and employee of the CITY, from any and all claims, losses, or actions brought by any person or persons resulting directly or indirectly from the infringement of any copyright, trademark or other property right associated with the ARTWORK.

3. **INTELLECTUAL PROPERTY RIGHTS.** Except as otherwise expressly provided by this agreement, the ARTIST shall retain all rights to the ARTWORK pursuant to the Copyright Act of 1976 (17 U.S.C. 101 *et seq.* as amended, and any successor act), except that as to the CITY, its agents and contractors, the ARTIST hereby waives any rights under 17 U.S.C. sections 106, 106A (a), 113 and any other rights under the Copyright Act of 1976, which are expressly waived and/or granted to the CITY in this Agreement.
4. **TIME OF PERFORMANCE.** The ARTIST shall deliver the ARTWORK to the CITY by **xxxxxxxxxx** at 12 P.M. via email or file transfer to **xxxxxxxxxxxxxx**.
5. **PAYMENT FOR SERVICES.**
 - 5.1. **Fee Amount.** CITY agrees to compensate the ARTIST, and the ARTIST agrees to accept in full satisfaction for the grant of rights provided for in Section 1, a fixed fee in the amount of **\$xxx**.
 - 5.2. **Time of Payment.** An invoice for the full amount listed in Section 5.1, can be submitted upon delivery of the ARTWORK to the CITY. The ARTIST shall be paid within forty-five (45) days of presentation of an invoice to the CITY, and an invoice for the fee must be submitted to the CITY to receive payment.
6. **USE OF THE ARTIST'S NAME/LIKENESS.** The ARTIST authorizes the CITY to use the ARTIST's name, likeness, and biographical information for the purpose of promoting the CITY and its events through press releases, advertisements, direct mail pieces, public service announcements, and any other methods chosen by the CITY.
7. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and shall expire on **xxxxxx**
8. **GENERAL PROVISIONS.**
 - 8.1. **Assignment.** Neither this Agreement, nor any interest herein, shall be assigned by either party without the prior written consent of the other.
 - 8.2. **Entire Agreement.** 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 with respect to the subject matter hereof. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by either party or anyone acting on behalf of any party, which are not embodied herein and that any other agreement, statement, or promise not contained in this Agreement shall not be valid or binding. Any modifications of this Agreement will be effectively only if signed by the party to be charged.

8.3. **Governing Law.** This Agreement shall be governed by the laws of the State of California.

9. **NOTICES.** 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 the Agreement. Such notices shall be deemed made when sent via email to the other party. The CITY email contact shall be Mike Che, mche@weho.org. The ARTIST can be notified by email at : <Insert ARTIST contact (should match the signator) and email>.

CITY OF WEST HOLLYWOOD:

8300 Santa Monica Boulevard
West Hollywood, CA 90069-6216
Attention: Mike Che, mche@weho.org, 323-848-6377

ARTIST:

Name, email, phone

IN WITNESS WHEREOF, the parties have executed this Agreement the ____ day of xxxxx.

ARTIST: Artist Name

Artist Name, Artist

CITY OF WEST HOLLYWOOD:

Laura Biery, Director of Economic Development

David A. Wilson, City Manager

ATTEST:

Melissa Crowder, City Clerk