



## CALL FOR ARTISTS/REQUEST FOR QUALIFICATIONS: Design for Larkfield-Wikiup Maintenance Hole Covers

COUNTY OF SONOMA  
Creative Sonoma, Department of Transportation and Public Works,  
Sonoma Water

### QUESTIONS?

Email [CreativeSonoma@sonoma-county.org](mailto:CreativeSonoma@sonoma-county.org) or call 707-565-6121

### REQUEST FOR SUBMITTAL OF QUALIFICATIONS

This Request for Qualifications (RFQ) covers a creative design project in Sonoma County.

This RFQ is to identify a qualified artist(s), artist team, or other creative entity(ies) for the purpose of creating a design to be incorporated into the fabrication of new Maintenance (“Person”) Hole Covers within an area of the Larkfield-Wikiup community. **This RFQ is for design-phase services only** – not fabrication or actual implementation, although the selected artist may be retained to consult during County’s implementation (fabrication, installation, etc.) of the work.

Because a key goal of the project is to fuse public art with important public infrastructure, the selected Submitter(s) will be encouraged to bring a spirit of partnership to this projects in order to work with the involved County departments to achieve the best results.

#### SUBMITTAL DEADLINE

Submittals are due no later than 11:59pm PT on the date listed in the schedule below.

#### ELIGIBILITY

This public art opportunity is open to all individual and/or teams of artists or creative entities. Preference will be given to local individuals and entities, in accordance with County’s Local Preference policy stated further herein.

If two or more entities are involved in a team or joint venture or association, the proposal must clearly delineate the respective areas of authority and responsibility of each party. All parties signing any awarded Agreement with the County must be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited. Submitters may not submit more than one proposal nor be listed as lead artist for more than one proposal.

## THE PROJECT: DESIGN FOR LARKFIELD-WIKIUP MAINTENANCE HOLE COVERS

### PROJECT DESCRIPTION

Portions of the Larkfield-Wikiup neighborhood (Santa Rosa, California) around the intersection of Old Redwood Highway and Mark West Springs Road burned as the result of the 2017 Sonoma County Complex Fires. Through its rebuilding efforts, this neighborhood has experienced a renewed sense of community, strength, and resiliency. The Sonoma County Department of Transportation and Public Works (TPW) has partnered with the community on various projects to bring fire safety awareness, pedestrian facilities, and beautification to the area.

The proposed project derives from a partnership between the Mark West Citizen's Advisory Council, Sonoma Water and TPW. Specifically, 21 new maintenance ("person") hole covers are expected to be forged and installed in the streets. All design proposals must conform to applicable road standards, including accessibility guidelines as coordinated and approved by the County in coordination with the County Design Engineer.

Submitters who are awarded design contracts will be encouraged to select themes related to community resiliency and fire safety prevention. Also, each of the person hole covers will need to be uniquely and permanently numbered, from 1-21. Incorporating the Sonoma County Department of Transportation and Public Works and Sonoma Water (text and/or logos) into the design is a plus.

### PROJECT LOCATION

[Larkfield Wiki-up neighborhood](#), Santa Rosa, California.

### DESIGN BUDGET

Up to \$5,000 for design(s). This fee is inclusive of final drawings to be produced by the selected contractor (AutoCAD or as otherwise agreed between contractor and TPW).

### PROJECT IMPLEMENTATION BUDGET (EST.)

For a point of reference, the County anticipates a budget of \$40,000 for its own implementation costs (needed materials, fabrication, installation work, etc.), subject to change.

### GENERAL PROJECT MINIMUM REQUIREMENTS AND SPECIFICATIONS

To be awarded a contract, designs delivered from the submitter(s) must comply as follows:

- Designs must be suitable to be forged or otherwise permanently incorporated into person hole covers, and address durability, maintenance, sustainability, fabrication and production feasibility, and any public safety concerns.
- Designs must be an effective balance of feasibility and imagination to ensure that the finished installation is of sufficient distinction to capture the positive attention of the public.
- The person hole covers will be produced in cast iron.
- Designs and artwork shall not contain obscene or pornographic material matter; advocate or suggest the use of tobacco products or illegal/prohibited substances; advocate for or against political candidates, political campaigns, ballot measures, or political parties or organizations; or advocate a position (directly or indirectly) on any public policy or social issue. Designs and artwork shall not contain objectionable or controversial material such that the Artwork would be objectively offensive to members of the public or to County employees, or contrary to community standards, or would detract from the mission of the County. All displays must meet existing State and Federal laws on obscenity, libel, defamation of character or invasion of privacy.

### ESTIMATED RFQ SCHEDULE (Subject to Change)

November 24, 2021	RFQ advertising period and submission portal opens
<b>December 23, 2021</b>	<b>Deadline to submit qualifications, 11:59pm PT</b>
January 11, 2022	Artist(s) selected or Finalists notified
January 25, 2022	Finalists' deadline to submit proposals – if necessary
February 8, 2022	Award Notification
February 22, 2022	Finalize Services Agreement with selected Submitter
March 29, 2022	Final design and drawings due

### SELECTION PROCESS

Selection will be either a one-step or a two-step process, depending on the sufficiency of submittals received and the determination of the Selection Panel. Submittals shall be limited to submitter's qualifications for the proposed project, and shall not consist of actual proposals for any specific design. All submittals received by the deadline will be screened for eligibility, completeness and responsiveness. Qualifying submittals will be presented to the Selection Panel, which will be comprised of County and affiliated entities staff, along with community representative(s).

Based on the recommendation of the Selection Panel, the County may elect to select the most highly-qualified submitter and move to contract for design of the project. Alternatively, the Selection Panel may identify up to three submitters to submit actual proposals for the project. A site walk-through with County staff will be scheduled in advance of the deadline for submittal of Finalists' actual design proposal. Finalists will be paid a \$500 design fee to defray proposal costs.

The County reserves the right to select the submittal and/or proposal, which, in its sole judgment, best meets the overall project goals (merit, cost, functionality, etc.), as determined by County. In the event proposals for actual project designs are requested, **the lowest proposed cost is not the sole criterion for recommending contract award.** The County also makes no guarantee of any or equal amounts of work as a result of this RFQ or resulting contracts. County further reserves the right to reject any or all submittals for any reason, including, without limitation, County's desire to enter into agreements with other entities. All submitters will be notified after the selection process is completed and a submitter is recommended for award of the design contract. County reserves the right to reject any or all submittals and proposals, or recommendation of the Selections Panel, and to reissue the RFQ for additional candidates for any reason.

### SELECTION CRITERIA

- Artistic excellence, originality and innovation as evidenced by representations of past work (see below regarding prior work example/portfolio requirements)
- Experience with projects of similar scope and scale, or comparable professional experience to handle the requirements of working with the public sector
- Availability and willingness to work with County staff in taking the design concept to implementation, including to meet expected budgetary constraints and flexibility to accommodate County's existing fabrication resources and restrictions as necessary
- References
- Locality of Submitter (see below)

**CONFLICT OF INTEREST DISCLOSURE:** The selected submitter(s) will be required to notify County in advance of any real or potential conflicts of interest (including any that may be had by any submitter subsidiary or affiliated entity), including any potentially posed by new clients or opportunities the submitter may be considering. Submitters shall list all accounts (existing and/or prior), relationships,

and other circumstances the submitter considers or perceives as a potential conflict should they be awarded a contract under this RFQ.

### **LOCAL PREFERENCE**

It is the policy of the County to promote employment and business opportunities for local residents and firms on all contracts and give preference to local residents, workers, businesses and consultants to the extent consistent with the law and interests of the public. A Local Service Provider is defined as a business or consultant who has a valid physical address located within Sonoma County from which the supplier or consultant operates or performs business on a day-to-day basis, and holds a valid business license if required by a city within the jurisdiction of Sonoma County.

For quantitative evaluations of proposals (if requested), the locality of the submitter shall be included as an evaluation criterion. Extra percentage weighting of 5% shall be provided in the total rating score for local service providers. If there is more than one submitter being considered and the submitters are competitively matched in terms of other criteria, local submitters should be selected. If hiring subcontractors, the County strongly encourages using local service providers.

More information about the County's purchasing policies can be found on: [Local Preference Policy for Services](#).

### **COUNTY RESERVED RIGHTS**

1. The County reserves the right, in its sole discretion, to take any of the following actions at any time before approval of an award: waive informalities or minor irregularities in any proposals received, reject any and all proposals, cancel the RFQ, or modify and re-issue the RFQ. Failure to furnish all information requested or to follow the format requested herein may disqualify the submitter, in the sole discretion of the County. False, incomplete, misleading or unresponsive statements in a submittal may also be sufficient cause for a submittal's rejection.
2. The County may, during the evaluation process, request from any submitter additional information which the County deems necessary to determine the submitter's ability to perform the required services. If such information is requested, the submitter shall be permitted three (3) business days to submit the information requested.
3. An error in the submittal may cause the rejection of that submittal; however, the County may, in its sole discretion, retain the submittal and make certain corrections. In determining if a correction will be made, the County will consider the conformance of the submittal to the format and content required by the RFQ, and any unusual complexity of the format and content required by the RFQ. If the submitter's intent is clearly established based on review of the complete submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a submitter on any item in a submittal that County believes to be in error.

### **SCOPE OF WORK:**

The scope of work for the projects (if awarded) will generally include the following:

- Designing the original artwork for the project. Finalists will be expected to provide drawings to scale that will accurately represent the final project and from which staff engineers and contractors can fabricate and install the work;
- [Optional, at the discretion of County Staff]: Meeting with the Selection Panel, staff, and community representatives as needed to develop work appropriate for project context;
- Meeting with county fabrication and installation staff as necessary (the County will be responsible for any fabrication or installation of the artwork at the site and its associated costs).

## CORRECTIONS AND ADDENDA

1. If a submitter discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFQ, the submitter shall immediately notify the contact person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFQ.
2. If a submitter fails to notify the contact person prior to the due date fixed for submittals of a known error in the RFQ, or an error that reasonably should have been known, the submitter shall be deemed to submit at their own risk, and if the submitter is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.
3. Addenda issued by the County interpreting or changing any of the items in this RFQ, including all modifications thereof, shall be incorporated in the submittal and proposal (if requested). The submitter shall submit the addenda cover sheet with the corresponding submittal and proposal. Any oral communication by the County's designated contact person or any other County staff member concerning this RFQ is not binding on the County and shall in no way modify this RFQ or any obligations arising hereunder.

## HOW TO SUBMIT A PROPOSAL

Submitters should read the guidelines at <https://www.creativesonoma.org/opportunities/rfq-hole-cover-design/> (pages 1-4 of this document) thoroughly before submitting the items below. Only electronic items submitted via the Creative Sonoma online portal on Submittable will be accepted. The RFQ submission form includes:

### Section I: Contact Information (Questions 1-8)

### Section II: About Your Qualifications (Questions 9-14)

- Statement of qualifications and experience, and expression of interest in the project
- UPLOAD: Creative Portfolio
  - A minimum of five (5) and maximum of ten 10 digital photos of previous artwork. Submitters applying as a team (of any size) may submit a total of 20 digital photos. Photos must be numbered, and match the numbered Portfolio Image Descriptions in item #13.
- Portfolio Image Description List for all images including title, date, materials, dimensions, location, and a 1-2 sentence description of the project.
- UPLOAD: Resume (3 page maximum); up to two resumes allowed if submitter is artist team
- UPLOAD: Two (2) professional references

Either click the SUBMIT button on the RFP webpage or go to Creative Sonoma's Submittable account (<https://creativesonoma.submittable.com/>) to begin and work on your submittal. You may save a draft of your submittal, but must officially submit it no later than the date listed in the schedule above.

## OTHER REQUIREMENTS:

### INSURANCE

The selected submitter(s) will be required to maintain insurance (with proof, as requested) to cover activities under the intended scopes of work, if applicable. Insurance for the upkeep and repair of any installed artwork will be the responsibility of the County.

## **OWNERSHIP/RESPONSIBILITY OF PROJECT AND ANY ART**

All project work shall constitute work for hire for the benefit of and use, disposition, and profit of County. Upon final payment for the work, ownership of the design and artwork shall fully vest with County. At such time, responsibility for maintenance, insurance, disposition, and/or deaccessioning, will be in the full control of the County of Sonoma.

## **STATUTORY COMPLIANCE/LIVING WAGE ORDINANCE**

Upon award of any contract for the intended projects, the awarded contractor shall agree to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor shall expressly acknowledge and agree that the Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

## **STATEMENT OF NON-DISCRIMINATION**

County is committed to providing services and making resources available all persons without regard to ethnicity, color, creed, religion, age, gender, gender identity and expression, sexual orientation, military status, marital status, political opinion, national origin, familial status, mental and physical disability, or source of income.

## **GENERAL COUNTY OF SONOMA RFQ INFORMATION**

### **RULES AND REGULATIONS**

1. The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of submittals. All costs and expenses associated with the preparation of a submittal shall be borne by the submitter.
2. The County reserves the right to reject any or all submittals or portions thereof if the County determines that it is in the best interest of the County to do so.
3. The County may waive any deviation in a submittal. The County's waiver of a deviation shall in no way modify the RFQ requirements nor excuse the successful submitter from full compliance with any resultant agreement requirements or obligations. County reserves the right to reject any or all submittals, or to waive any defect or irregularity in a submittal. The County further reserves the right to award the agreement to the submitter(s) that, in the County's judgment, best serves the needs of Sonoma County.
4. All submitters submit to the County with the understanding that the recommended selection of the Selection Panel is final and subject only to review and final approval by the County's Board of Supervisors and/or authorized department director.
5. Upon submission, all submittals shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by the County, all submittals shall be deemed public record. In the event that a submitter desires to claim portions of its submittal exempt from disclosure, it is incumbent upon the submitter to clearly identify those portions with the word "Confidential" printed on the top right hand corner of each page for which such privilege is claimed, and to clearly identify the information claimed confidential by

highlighting, underlining, or bracketing it, etc. Examples of confidential materials include trade secrets. Each page shall be clearly marked and readily separable from the submittal in order to facilitate public inspection of the non-confidential portion of the submittal. The County will consider requests for exemptions from disclosure; however, the County will make its decision based upon applicable laws. An assertion by a submitter that the entire submittal, large portions of the submittal, or a significant element of the submittal, are exempt from disclosure will not be honored and the submittal may be rejected as non-responsive. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.

6. The County will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the submittals. Submitters are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Submitters are advised that the County does not wish to receive confidential or proprietary information and submitters are not to supply such information except when it is absolutely necessary.

#### **NONLIABILITY OF COUNTY**

The County shall not be liable for any pre-contractual expenses incurred by submitters, including the selected submitter(s). The County shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFQ.

#### **SUBMITTAL ALTERNATIVES**

Submitters may not take exception or make material alterations to any requirement of the RFQ. Alternatives to the RFQ may be submitted as separate submittals. The County reserves the right to consider such alternative submittals, and to award an agreement based thereon if it is determined to be in the County's best interest and such submittal satisfies all minimum qualifications specified in the RFQ. If alternative is proposed, please indicate clearly in the submittal that the submittal offers an alternative to the RFQ.

#### **LOBBYING**

Any party submitting a submittal or a party representing a submitter shall not influence or attempt to influence any member of the Selection Panel, any member of the Board of Supervisors, or any employee of the County of Sonoma, with regard to the acceptance of a submittal. Any party attempting to influence the RFQ process through ex-parte contact may be subject to rejection of their submittal.

#### **FORM OF AGREEMENT**

1. No agreement with the County shall have any effect until a contract has been signed by both parties. Pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to waive or modify agreement requirements.
2. Submitters must be willing to provide the required insurance and accept the terms of the agreement. With few exceptions, the terms of the County's standard agreement will not be negotiated. Indemnification language will not be negotiated.

#### **DURATION OF SUBMITTAL; CANCELLATION OF AWARDS; TIME OF THE ESSENCE**

1. All submittals will remain in effect and shall be legally binding for at least ninety (90) days.
2. Unless otherwise authorized by County, the selected submitter will be required to execute an agreement with the County for the services requested within sixty (60) days of the County's notice of intent to award. If agreement on terms and conditions acceptable to the County cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such

terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of the County, the County reserves the right to retract any notice of intent to award and proceed with awards to other submitters, or not award at all.

#### **WITHDRAWAL AND SUBMISSION OF MODIFIED SUBMITTAL**

A submitter may withdraw a submittal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the submitter or his/her authorized agent. Another submittal may be submitted prior to the deadline. A submittal may not be changed after the designated deadline for submission of submittals.

#### **PROTEST PROCESS**

Any and all protests must be in writing and must comply with the timelines and procedures set forth at: [\*Protests and Appeals for Goods and Professional Services Procurements.\*](#)