



February 18, 2020

RE: Unsealed Request for Proposals No. 20-01-78 for Inlet Art Project

To Whom It May Concern:

The City of Roanoke is seeking artistic painting services for six (6) storm drains in the City of Roanoke. Specifically, the City of Roanoke is seeking to hire Artists or Artist Teams to transform six storm drains in the City of Roanoke into works of art. Pictures of the drains, along with individual dimensions, can be viewed at the address list below:

<https://www.roanokeva.gov/2290/Stormdrain-Inlet-Art>

An evaluation committee will review each proposal in accordance with the provisions demonstrated herein and the City reserves the right to issue multiple awards for such goods/services.

Background Information:

As the saying goes, a picture is worth a thousand words. Imagine what artists could communicate about improving Roanoke's water quality. Creating Inlet Art will not only draw attention to storm drains "hidden" within the City sidewalks, but will also raise awareness about storm water pollution. Few people realize that litter, trash, and other pollution sources like sediment, bacteria, oils, and yard waste left on City streets wash untreated into the nearest creek, stream, or the Roanoke River. This is the second round of a successful project in raising awareness through visual expression and an effective next step in preventing storm water pollution from entering Roanoke's waterways. The City's Stormwater Utility along with the Roanoke Arts Commission invites Offerors to submit ideas for this project.

For images of the existing inlet art murals, visit:

<https://www.roanokeva.gov/2290/Stormdrain-Inlet-Art>

Scope of Services:

A description and/or listing of the services and/or items that the Successful Offeror will be required to provide to the City under this URFP are set forth in this URFP below.

1. Artist Responsibilities:
 - a. The Successful Offeror shall be responsible for picking up the paint and sealer.
 - b. The paint comes in five colors (Red, Yellow, Blue, Black and white) that the

Successful Offeror shall use to create their own palette.

- c. The Successful Offeror shall be given a clear coat to put on after the painting is completed.
- d. The Successful Offeror shall wear a safety vest during all painting.
- e. The Successful Offeror shall sign and date their work in the bottom left corner.
- f. The Successful Offeror shall be responsible for ALL liability insurance the City deems necessary for this project, including personal medical/health insurance. The City is not liable under any circumstances.

2. City responsibilities:

1. The City will power wash each storm drain prior to painting.
2. The City will provide paints in five colors and sealant.
3. A City will meet with each artist at their assigned storm drain on the day of painting to review specifications. The City will drop off traffic cones and a safety vest.
4. The City will handle all marketing and PR for this project including posting pictures of the storm drains online to include a bio of the artist.

3. Proposed Timeline:

- a) Responses due by March 9, 2020
- b) Artists notified by April 1, 2020
- c) Storm drains to be individually assigned by April 8, 2020
- d) Final drawings due by April 27, 2020
- e) Successful Offeror shall attend pre-painting meeting with City of Roanoke Storm Water and Office of Arts and Culture staff on May 1, after which painting may commence.
- f) Successful Offeror shall complete work by June 15, 2018
- g) Promotion and celebration will occur as part of River Fest on June 20, 2020
- h) Peoples' Choice Awards announced June 22.

4. Budget:

An Offeror may submit up to four designs and may be chosen to transform more than one storm drain. The City will conduct a People's Choice Award on Facebook with cash prizes given for first and second place of \$200 and \$100.

URFP Submittals:

Offeror should submit proposal(s) electronically to joseph.carleno@roanokeva.gov and Douglas.jackson@roanokeva.gov. Each proposal should, at a minimum, include the following:

1. Statement of interest, which describes Offeror's vision for this project and how Offeror's design will use art to educate about the importance of the City's storm drains as a conduit to streams and rivers.
2. Contact information for two professional references for which the Offeror has done design or art work in the last five years.

3. A rough sketch of the Offeror's proposed original design(s) in the colors the Offeror plans to use. The sketch should be detailed enough that the committee can get an idea of the artwork. Offerors may submit up to four designs. Note – Final drawings rendered to fit assigned storm drains will be due after the artists are selected
4. A current résumé with contact information, including a web site if applicable.
5. The Offeror may request to paint a particular storm drain but the final decision will be up to the selection committee.

The City may request additional information, clarification, or oral presentations from any of the Offerors.

This URFP includes the following Attachment:

1. Attachment A – Special Terms and Conditions

Each Offeror should carefully read and review all such items and address such items in the proposal. However, the final description of the services and/or items to be provided to the City under this URFP is subject to negotiations with the successful Offeror(s), and final approval by the City.

The City reserves the right to immediately terminate any Purchase Order, with or without cause, upon written notice to the Successful Offeror(s). In the event of such termination, the Successful Offeror(s) will be compensated for services rendered through the date of termination at the rate agreed to and set out in the Purchase Order between the parties.

The City may also request additional information, clarification, or presentations from any of the Offerors.

All responses to this Request for Unsealed Proposals shall be submitted on or before 2:00 p.m. on March 9, 2020 via email to joseph.carleno@roanokva.gov and Douglas.jackson@roanokeva.gov.

Proposals received after the specified date and time may not be accepted.

The City reserves the right to reject any or all proposals, to cancel this URFP, to waive any informalities in any proposal, to award any whole or part of a proposal, and to award to multiple Offerors whose proposal is, at the sole discretion of the City of Roanoke, determined to be in the best interest of the City.

Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this URFP. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to, the items referred to above and those set forth below.

1. The background, education, and experience of the Offeror in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.
2. The Offeror's responsiveness and compliance with the URFP requirements and conditions.
3. Determination that the selected Offeror has no contractual relationships which would result in a conflict of interest with City's Terms and Conditions.
4. The Offeror's ability, capacity and skill to fully and satisfactorily provide the services or items required in this URFP.
5. The quality of Offeror's performance in comparable and/or similar projects.
6. Whether the Offeror can provide the services and/or items in a prompt and timely fashion.

All proposals submitted in response to this URFP will be reviewed by the Purchasing Division or its designee for responsiveness prior to referral to a selection committee or person. A committee consisting of City personnel and/or others and/or an appropriate individual will then evaluate all responsive proposals, conduct the negotiations, and make recommendations to the City Manager, or the City Manager's designee, as appropriate. The award of a Purchase Order if made, will be made to the Offeror whose proposal best furthers the interest of the City, as determined by the City Manager, or the City Manager's designee. The City reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the Offeror whose proposal is deemed to be in the best interest of the City.

Proposal evaluation and award will be accomplished in accordance with this Request for Unsealed Proposals and Sections 23.2-1, et. seq. of the Code of the City of Roanoke, Virginia. General and/or technical questions regarding the Scope of Services and/or items required or procurement questions under this URFP may be directed to joseph.carleno@roanokeva.gov

Sincerely,

Joey Carleno
Buyer

This section is to be completed by the Offeror and this page must be returned with the proposal. In compliance with this request for proposal and subject to all terms and conditions imposed herein, which are hereby incorporated herein by reference, the undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the Successful Offeror. Unless the proposal is withdrawn, the Offeror agrees that any prices or terms for such proposal shall remain valid for sixty (60) days after opening. Notices of proposal withdrawal must be submitted in writing to the Purchasing Manager.

Legal Name and Address of Firm (according to your registration with the SCC): IF APPLICABLE

_____ Date: _____

_____ By: _____
(Signature in Ink)

_____ Name: _____
(Please Print)

_____ Zip: _____ Title: _____

Phone: _____ FAX: _____

Email: _____ Business License# (If Applicable) _____

Virginia State Corporation Commission Identification Number: (If Applicable)

**Attachment A to
URFP 20-01-78
Inlet Art Project**

SPECIAL TERMS AND CONDITIONS

**PLEASE SEE CITY WEBSITE FOR STANDARD TERMS AND CONDITIONS AT
<http://www.roanokeva.gov/DocumentCenter/Home/View/8352>**

The following Special Terms and Conditions are part of the above Terms and Conditions:

SECTION 1. JOBSITE APPEARANCE.

The Vendor expressly undertakes, either directly or through its subcontractor(s), to clean up frequently all refuse, rubbish, scrap material, and debris caused by its operations, to the end that at all times the jobsite shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed Work nor buried on site, but shall be properly protected and removed from the site and properly disposed of in a licensed landfill or otherwise as required by law or as otherwise required by the Purchase Order.

SECTION 2. FINAL CLEANING.

The Vendor expressly undertakes, either directly or through its subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, and debris of every nature resulting from its operations and to put the site in a neat, orderly condition. If a Vendor fails to clean up at the completion of the Project, the City may do so and charge for the costs thereof to the Vendor.

SECTION 3. PROTECTION ON SITE.

The Vendor expressly undertakes, both directly and through its subcontractor, to take every reasonable precaution at all times for the protection of all persons and property which may come on the jobsite or be affected by the Vendor's operation in connection with the Work.

SECTION 4. SAFETY AND HEALTH PRECAUTIONS.

The Vendor shall be solely responsible for initiating, maintaining, and supervising all safety and health precautions and programs in connection with the Work, including but not limited to provision of appropriate sanitation facilities, if applicable.

SECTION 5. PROTECTING THE PUBLIC.

The Vendor shall in all cases protect the public and the Work, during its execution, by posting and maintaining, at its expense, appropriate signs, barricades, barriers, lights, flagmen, and other safety devices in accordance with the most current version of the "Virginia Work Area Protection Manual," published by Virginia Department of Transportation. The City will provide traffic cones and a safety vest.

SECTION 6. PROTECTING THE WORK AND ADJACENT PROPERTY.

The Vendor shall continuously maintain adequate protection of all its work from damage and shall protect the City's property and the property where the work is being done from injury or loss arising in connection with this Purchase Order. The Vendor shall adequately protect adjacent property to prevent any damage to it or its loss of use. Vendor shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by any public authority, local conditions, the Purchase Order, or erected for the fulfillment of its obligations for the protection of persons and property.

SECTION 7. EMERGENCIES.

In an emergency affecting the safety or life of persons or of the Work, or of the adjoining property, the Vendor, without special instruction or authorization from the City's project manager, City Engineer, Building Code Official, or Fire Official, shall act, at Vendor's discretion, to prevent such threatened loss or injury. Also, should Vendor, to prevent threatened loss or injury, be instructed or authorized to act by the City's project manager, City Engineer, Building Code Official, Fire Official, or other responsible official, Vendor shall so act immediately, without appeal.

SECTION 8. DAMAGE TO THE WORK.

The Vendor shall have charge of and be solely responsible for the entire Work and be liable for all damages to the Work including, but not limited to any property in the vicinity of the Work, until its completion and acceptance by the City.

SECTION 9. DAMAGE TO OTHER WORK OR UTILITIES.

The Vendor shall take into account all other work which shall be done by other parties on the jobsite, either now known or which may become necessary during the progress of the Work, and shall be responsible for any damage done to the other work. Should any utilities require adjustment during the Work, it shall be the Vendor's responsibility to have such utilities relocated as a part of the Work and to contact and cooperate with the respective Utility Company in performance of such operations. The respective Utility Company shall be given a minimum of forty-eight (48) hours notice prior to the

adjustment, and the Vendor shall comply with the provisions of the Virginia Underground Utilities Damage Prevention Act, Section 56-265.14 et seq., of the Va. Code. Damages that may occur to the utilities during the Work shall be the sole responsibility of the Vendor.

SECTION 10. WEATHER DAMAGE OR DELAY.

Damage to the Work or any delays caused by the weather shall be the responsibility of the Vendor.

SECTION 11. DAMAGE TO EXISTING STRUCTURES.

Damage caused by Vendor or its subcontractors to concrete curbs, gutters, sidewalks, or any existing facility, structure, or building that may occur during the Work shall be repaired or replaced by the Vendor, at its sole expense, as directed by and to the satisfaction of the City.

SECTION 12. RELEASE BY VENDOR.

The acceptance by the Vendor of the final payment shall be and does operate as a release by the Vendor of all claims by the Vendor against City and of all other liability of the City to the Vendor whatever, including liability for all things done or furnished in connection with the Work or the Purchase Order.

SECTION 13. DEFECTIVE WORK.

The Vendor agrees it shall repair or replace, at Vendor's sole expense, and to the satisfaction of the City, any work, material, equipment, or part that is found, by the City, to be defective.

SECTION 14. INDEMNITY.

The Vendor agrees and binds itself and its successors and assigns to indemnify, keep and hold the City and its officers, employees, agents, and representatives free and harmless from any liability on account of any injury or damage of any type to any person or property growing out of or directly or indirectly resulting from any act or omission of the City. In the event that any suit or proceeding shall be brought against the City or any of its officers, employees, agents, or representatives at law or in equity, either independently or jointly with the Vendor on account of any injury or damage resulting from any act or omission of the Vendor, the Vendor, upon notice given to it by the City or any of its officers, employees, agents, or representatives, will pay all costs of defending the City or any of its officers, employees, agents, or representatives in any such action or other proceeding, if such suit or proceeding shall have been brought against the City as a result of acts or omissions of the Vendor.

In the event of any settlement or any final judgment being awarded against the City or any of its officers, employees, agents, or representatives, either independently or jointly with the Vendor, as a result of any act of omission of the Vendor giving rise to such settlement or judgment then the Vendor will pay such settlement or judgment, in full or will comply with such decree, pay all costs and expenses of whatsoever nature and hold the City or any of its officers, employees, agents, volunteers or representatives harmless therefrom.

SECTION 15. INSURANCE.

Vendor shall be responsible for ALL liability insurance they deem necessary under this Purchase Order. The City is not liable under any circumstance.

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