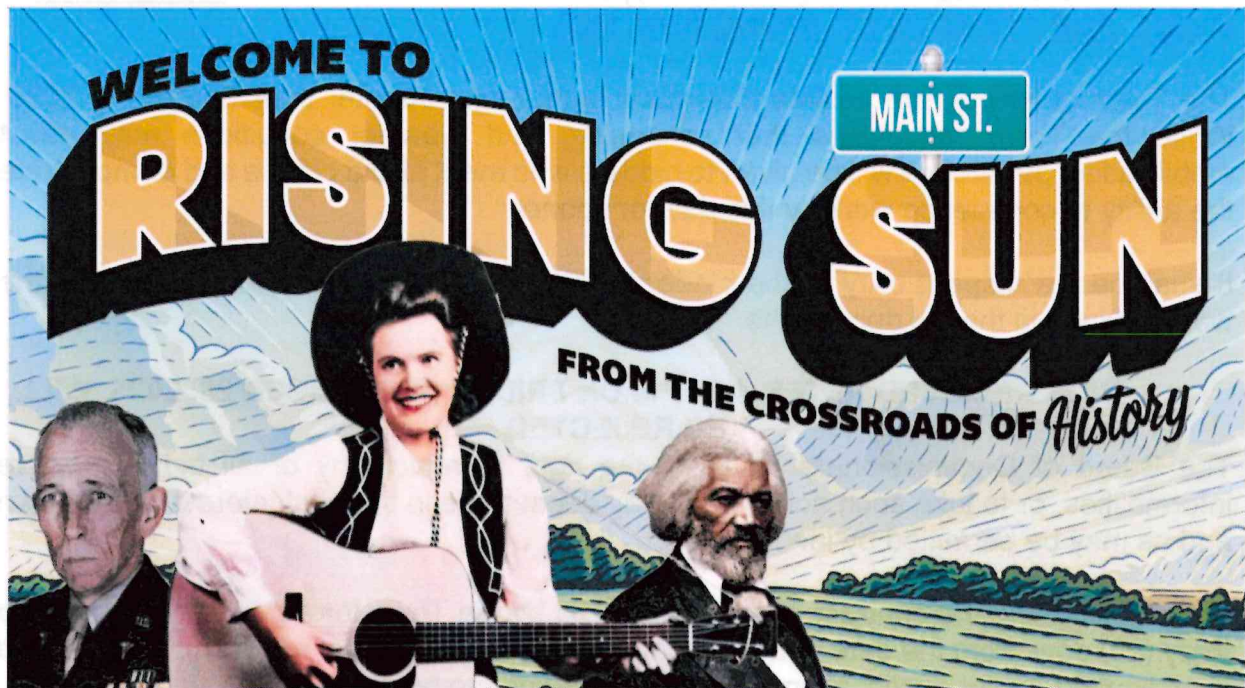


The Town of Rising Sun desires to solicit bids for the painting and preservation of a unique, large-scale, 3D permanent mural public artwork at 11 E Main St, Rising Sun, MD 21911. The scope of the project involves creating an interactive, weather-resistant, UV-protected, graffiti-resistant, and low-maintenance mural designed intended to retain its structural and visual integrity for a minimum of ten (10) years, when products are applied properly. The artwork must be constructed with professional-grade exterior paints, sealants, and materials specifically intended for long-term outdoor installation in a high-traffic, exposed environment, and shall include a clear maintenance and warranty plan. The mural shall compliment the history of the Town of Rising Sun and the surrounding landscape (scene pictured below).



The artist must coordinate with the Town, comply with public art policies, and complete the project by October 31, 2025, within their proposed budget. Prior to the start of any work, the artist shall submit a detailed design proposal, including scaled renderings of the mural on the designated wall surface, a small-scale mock-up (digital or physical), and material/product samples of paints, coatings, and protective finishes. These submittals must be reviewed and approved in writing by the Town before any fabrication or painting begins. No work shall proceed without formal approval. The selection is open to all professional artists or artist teams with relevant public art experience. The art will be installed outdoors in a high-traffic area, and the artist will provide a detailed maintenance plan to ensure longevity.

Artist will supply all equipment and materials needed to complete the mural. The wall to be covered measures approximately 80 feet in length and 22 feet in height, for a total surface area of 1,760 square feet.

NOTICE TO BIDDERS

Specifications, Bid Proposal Forms, Contract Documents, and Instruction to Bidders may be obtained at the Town Hall, 1 East Main Street, Rising Sun, MD, between 9:30 A.M. and 4:30 P.M., Monday through Friday, starting Friday, September 6, 2025

Sealed bids will be received at the Town Hall, 1 East Main Street, Rising Sun, Maryland 21911, Cecil County until **4:00 PM on Friday, SEPTEMBER 26, 2025.**

The bids shall be publicly opened and read aloud at **4:05 PM, same day**, for the following:

Bid shall be enclosed in a sealed envelope, marked on the outside "BID # 2025-01 MURAL FOR 11 E MAIN ST, RISING SUN, MD".

The Town of Rising Sun desires that mural work begin no later than October 6, 2025. While the Town recognizes that scheduling and weather conditions may affect mobilization, preference will be given to bidders who meet all bid criteria and demonstrate the ability to commence work by this date or sooner.

It shall be the responsibility of the bidder to thoroughly familiarize themselves with the work outlined in the bid documents.

BIDS RECEIVED AFTER 4:00 PM ON FRIDAY SEPTEMBER 26, 2025, WILL BE REJECTED

The Board of Commissioners reserves the right to reject any or all bids, to waive informalities, or to take such action as it may deem to be in the best interest of the Town and as may be permitted by law.

Prior to awarding the contract, bids may be held by the Town for a period not to exceed thirty (30) days from the date of the bid opening for the purpose of reviewing the bids and investigating bidder qualifications. During this period, no bid may be withdrawn.

Questions concerning bid specifications and responses should be directed to the Assist Town Administrator, Judy C Melton by email at jmelton@risingsunmd.org. Any misinformation or discrepancies caused by information received through other sources will not be recognized nor binding.

TOWN OF RISING SUN

BOARD OF COMMISSIONERS

Judy C Melton

Assistant Town Administrator

Town of Rising Sun MD 21911

A. General Rules, Guidelines & Instructions to Bidders

1. Documents. All documents included herein, including but not limited to, the Notice to Bidders, Instructions to Bidders, shall define the contract obligations of the successful bidder.
2. Development of Specifications. Specifications provided are based on Town needs and uses, estimated costs of operation and maintenance, and other significant or limiting factors to meet Town requirements and are consistent with Town policies. Minimum and maximum specifications, where included, are not established arbitrarily to limit competition or to exclude competitive Bidders.
3. Intent of the Contract. The award of the contract will require the successful bidder to supply all materials and labor, tools, and equipment, and to perform all the work of painting and maintaining a decorative mural at 11 E Main St, alley way.
4. Instructions, Forms, and Specifications may be obtained in person or by mail from the Rising Sun Town Hall, 1 E. Main Street, Rising Sun, MD 21911.
5. Questions and/or Additional Information. Questions or clarification of specific portions of these specifications and/or request for additional information related to the performance of this project may be obtained from the Town Hall.
6. Interpretations. Interpretations and clarification of specifications shall be managed in the following manner.
 - a. No interpretations of the meaning of the Specifications or other contract documents will be made to any bidder.
 - b. Any supplemental instructions will be in the form of written addendum to the specifications which, if issued, will be mailed to all parties of record receiving such Specifications.
 - c. Failure of any bidder to receive any such addendum shall not relieve the bidder from any obligations under their bid as submitted, nor from any obligation to conform to the requirements herein set forth.
 - d. The Contract resulting from this Solicitation shall be construed under the laws of the State of Maryland.
7. Official Town Response for Inquiries. The Town will assume no responsibility for oral communications or suggestions. All official correspondence concerning the Specifications shall be directed to and will be issued by the Town Administrator, in writing.
8. Notice to Successful Bidder. The residence or place of business designated in the bid or proposal is hereby designated as the place to which all notices, letters and other communications shall be served, mailed, or delivered. All notices specifically maintained herein, and all other communications of any kind, which may be of necessity and hereafter dispatched, shall be sent

certified mail/return receipt requested.

9. Disputes. In cases of disputes as to whether the service quoted or delivered meets these Specifications, the decision of the Town Administrator shall be final and binding on both parties.

10. Governing Law and Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Maryland. Any legal action or proceeding arising under or related to this Contract shall be instituted exclusively in the courts of competent jurisdiction located in Cecil County, Maryland, and the parties hereby submit to the personal and subject matter jurisdiction of such courts.

11. References to Alternate Terms. Any reference which may appear on any price list or literature to any terms and conditions, such as F.O.B. Shipping Point or Prices Subject to Change, shall not be part of any Contract with a Successful Bidder and shall be disregarded by the Town.

12. Corporation Registration. Whenever required by law, business entities not organized under the laws of the State of Maryland must be registered with the State Department of Assessments and Taxation, 301 W. Preston Street, Baltimore, Maryland, 21201 ("SDAT") before doing any business in this State (www.dat.state.md.us). All Bidders that are business entities must be and present evidence that they are in good standing with SDAT.

13. Compliance with Applicable Laws. The parties to this Contract agree that the laws of the State of Maryland govern the validity, construction, interpretation, and effect of this Contract. The Successful Bidder shall conduct the service of painting and maintain a mural as provided for by this Contract in compliance with all applicable Federal, State, and County regulations and laws. This Contract, and the work to be done as described herein, is also subject to the provisions of all pertinent municipal ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.

14. Insurance Requirements.

The Successful Bidder ("Contractor/Artist") shall, at its own expense, maintain the following insurance coverage for the duration of the project and shall provide the Town with certificates of insurance evidencing such coverage prior to the start of work. All insurance shall be placed with insurers licensed and authorized to do business in the State of Maryland and rated not less than "A-" by A.M. Best.

- a. Commercial General Liability

- Coverage of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including coverage for bodily injury, personal injury, property damage, and contractual liability.

- The Town of Rising Sun, its officers, employees, and agents shall be named as Additional Insureds on a primary and non-contributory basis.
- Coverage shall remain in force until Final Acceptance of the project.

b. Workers' Compensation & Employers' Liability.

- As required by Maryland law.
- If the Artist has no employees or subcontractors, the Artist may provide a signed affidavit of exemption/waiver in lieu of coverage.

c. Automobile Liability (if applicable).

- For all owned, hired, or non-owned vehicles used in the performance of the contract.
- Coverage shall be not less than \$1,000,000 combined single limit per accident.
- If the Artist does not use vehicles in performance of the work, this requirement may be waived by the Town.

d. Proof of Coverage.

- Certificates of insurance must be submitted to the Town prior to issuance of a Notice to Proceed.
- Each policy shall ensure that coverage may not be canceled or materially altered without at least thirty (30) days prior written notice to the Town.

15. Permits and Licenses. The Successful Bidder will be provided permits to perform the work at 11 E Main St.

16. Contractor to Make Examination of Project Site and Relevant Documents. Bidder shall be responsible for obtaining all required information and inquiries to provide a more accurate bid proposal of services. Furthermore:

- a. Bidders shall visit the site to be able to determine if they are qualified to create a mural of this size.
- b. The Bidder shall make its own determinations as to conditions, shall assume all risk and responsibility, and shall complete the work in and under any conditions he may encounter or create, without extra cost to the Town. The Bidder agrees that if it should execute the Contract, the

Bidder shall make no claim against the Town because of estimates or statements made by any officer or agent of the Town, which may prove to be in any respect erroneous.

- c. The failure or omission of any Bidder to receive or examine any form, instrument, addendum, or other element of the Contract Documents shall in no way relieve him of any obligations with respect to the Bidder's Bid Response to the Contract.
- d. Bidders shall assume all risks, whether patent, latent, known, hidden, or foreseeable, without extra cost to the Town.

17 Contractor to Review Specifications and Documents. Bidders are advised to examine carefully the Specifications and all Documents describing the proposed work and make their own independent judgment with respect to the circumstances affecting the cost of work and the performance required. Failure to do so will not relieve the successful bidder of his obligation to furnish and perform the work which forms the basis of this proposal, or to carry out the provisions of the contract with respect to performance of the contemplated work set forth in his bid.

- a. Bidders are specifically cautioned that the picture provided with this bid is for reference only and will require proper sizing to fit the designated wall surface. The wall includes structural features (such as windows, doors, utilities, or surface irregularities) that may affect placement and composition of the artwork. These elements must be factored into the design to ensure that the final mural remains balanced, visually coherent, and aligned with the Town's expectations. Failure to account for these features in the design phase may require adjustments to the final product at the Bidder's expense..
- b. Any Bidder finding any discrepancy in or omission from the Specifications, in doubt as to their meaning, or feeling that the Specifications are discriminatory, shall notify the Town Administrator of Rising Sun in writing, not less than five (5) days prior to the scheduled opening of the Bids. Exceptions as taken in no way oblige the Town to change the Specifications. The Town Administrator will notify all Bidders in writing, by addendum duly issued, of any interpretations made of Specifications.

18 Bidders Understanding and Acceptance of Specifications. By submitting a Bid in response to these specifications, the Bidder represents that it has read and understands these specifications, including any Addenda, and has familiarized itself with Federal, State, and Local laws, ordinances, rules, and regulations that may affect the cost or performance under these specifications or any resulting Contract. The failure or omission of any Bidder to receive or

examine any form, instrument, addenda, or other document or to acquaint itself with conditions existing at any site shall in no way relieve that Bidder from any obligations with respect to its Bid Response or to any resulting Contract.

- 19 Performance of Work and Impact on the Community. Insofar as possible, the successful bidder, in the execution of the work called for in this proposal, shall employ such methods or means as will avoid any interruption or interference with the operation of the affairs of the Town, and likewise take the necessary steps to ensure that during the course of their performance there will be no infringement on the rights of the public or negative impacts upon any individual's quality of life.

20 Warranty and Durability.

- a. The Successful Bidder warrants that all work performed, including paints, coatings, sealants, and any protective finishes, shall be free from defects in materials and workmanship and shall remain in good condition for a minimum period of five (5) years from the date of Final Acceptance by the Town.
- b. During the warranty period, the Successful Bidder shall, at no additional cost to the Town, promptly repair or replace any portion of the mural that exhibits premature deterioration, peeling, fading, delamination, or other failure not caused by vandalism, accidental damage, or extraordinary events beyond the Bidder's control.
- c. The Successful Bidder shall also provide the Town with a written Maintenance and Care Plan that specifies recommended cleaning, inspection, and preservation measures to support the longevity of the mural.

21. Completion Timeline and Weather Conditions. The Town of Rising Sun desires that the mural project be completed by October 31, 2025. However, the Town recognizes that weather conditions and the timing of this solicitation may affect the contractor's ability to meet this date.

a. Weather Limitations.

- Painting, sealing, and application of protective finishes should occur only when:
 - Air and surface temperatures are at or above 55°F (13°C) at the time of application and are forecasted to remain above 50°F (10°C) for at least 48 hours after application; and

- Relative humidity and moisture conditions are suitable for proper curing of paints and coatings.
 - The Contractor shall be responsible for monitoring weather conditions and adjusting the schedule accordingly.
 - If unfavorable weather prevents timely application in accordance with these specifications, the Contractor may request an extension of time.
 - Any such request must be submitted in writing to the Town Administrator within five (5) calendar days of the delay, with supporting documentation (e.g., weather reports, work logs).
 - The Town reserves the sole discretion to grant or deny such extensions.
- b. Responsibility for Work Quality.
- Work applied outside of these recommended conditions that later shows premature failure (peeling, fading, or delamination) may be subject to correction by the Contractor at no additional cost to the Town.
- c. Extension of Time.
- If unfavorable weather or other conditions beyond the Contractor's control prevent timely completion, the Contractor may request an extension of the completion date.
 - Requests must be made in writing to the Town Administrator with supporting documentation (e.g., weather reports, work logs).
 - The Town will review such requests in good faith and may grant an extension to ensure that the mural is installed under appropriate conditions and achieves the intended durability.
- d. Completion and Acceptance.
- Substantial completion shall occur when all painting, sealing, and protective finishes have been applied in accordance with the specifications and approved by the Town.
 - Final acceptance will follow after inspection and any required touch-ups are completed.

- a. Upon final acceptance and full payment, the mural created under this contract shall become the property of the Town of Rising Sun. The Artist retains the right to be credited as the creator of the work and may use images of the mural in their professional portfolio and promotional materials.
 - b. The Town shall have an irrevocable, perpetual, royalty-free license to reproduce, publish, and otherwise use images of the mural for non-commercial purposes, including but not limited to marketing, tourism promotion, educational materials, and municipal publications.
 - c. The Artist shall not unreasonably withhold consent for the Town to use the mural's image for these purposes. Any commercial reproductions intended for sale by the Town shall require the Artist's prior written consent, which shall not be unreasonably withheld.
 - d. Nothing in this section shall restrict the Town's ownership of the physical mural, including the right to maintain, relocate, or remove it in the future as determined necessary by the Town.
23. Bidders Conflict of Interest. By submission of a Bid Response, Bidder agrees that it has no direct or indirect interest that would conflict in any manner or degree with performance by this RFP or any resulting contract of its services. The Bidder shall further covenant that, in the performance of any contract, the Bidder shall not employ any person or entity having any such known conflict.
- 24 Signature of Bidders.
- a. The firm, corporation, or individual name of the bidder must be signed in ink in the space provided for the same on the proposal blank.
 - b. In the case of a corporation, the title of the officer signing must be likewise stated, the seal of the corporation must be duly affixed and the corporate officer executing the document on behalf of the corporation shall attach thereto a certified copy of a resolution of the corporate board of directors indicating that officer's authority to make such a proposal and submit such bid on behalf of the corporation.
 - c. In the case of a partnership, the signature of at least one of the partners must follow the firm name together with an indication that the signature is that of a partner. If some other agent of the partnership submits or executes a bid for the firm, he shall attach thereto a notarized statement signed by each of the partners indicating that he is authorized to act as an agent for the partnership in this endeavor.

- d. In the case of any bids submitted by an individual, the designation "individual proprietorship" shall follow the signature in question. Any trade name used by a non-corporate bidder shall be so designated and shall be indicated as having been registered or not registered under the Fictitious Names Registration Act with the Secretary of the State of Maryland and the Prothro-notary of the county in Maryland where so registered.
- 25 Signatures Required for Legal Entities. Only certain people are authorized to sign documents on behalf of legal entities. Without the correct signature(s), a document shall not be legally binding.
- 26 Taxes. The Successful Bidder is responsible for paying and, by submitting a Bid, agrees to pay all retail sales, income, real estate, sales and use, transportation, special, and any other taxes applicable to and assessable against any goods, processes, and operations incident to or related to this Invitation for Bid.
- a. The Successful Bidder is responsible for ascertaining applicable taxes and making all necessary arrangements to pay same.
 - b. All prices quotes shall be inclusive of any State, Federal, or other applicable taxes, including Federal Excise Tax on trucks or any other goods or accessories.
- 27 Payment Terms. The Town shall make payment to the Successful Bidder in accordance with the following schedule, subject to satisfactory performance and approval of deliverables:
- a. Design Phase – Ten percent (10%) of the contract price shall be paid upon Town approval of the final design submission, including renderings, mock-ups, and material samples.
 - b. Progress Payment – Forty percent (40%) of the contract price shall be paid when fifty percent (50%) of the mural work has been completed in place, as determined by inspection by the Town.
 - c. Substantial Completion – Forty percent (40%) of the contract price shall be paid upon completion of all mural painting, sealing, and protective finishes, subject to inspection and acceptance by the Town.
 - d. Final Acceptance / Retainage – Ten percent (10%) of the contract price shall be retained until thirty (30) days after Final Acceptance of the work. During this period, the Town may require correction of any deficiencies identified in the mural's finish, protective coating, or overall presentation.

- e. No payments shall be due for work that has not been approved in writing by the Town. The Successful Bidder shall submit invoices in accordance with this schedule, and the Town shall render payment within thirty (30) days of acceptance of each invoice.
28. Fair Labor Standards and Equal Opportunity Employer. It is the policy of Rising Sun, Maryland, to ensure Equal Employment Opportunity, and to assure that Minority Business Enterprises have the maximum opportunity to participate in the performance of all County contracts for supplies and services.
- a. Every Contractor doing business with the Town shall agree not to discriminate in any manner against any employee, or applicant for employment, because of race, age, creed, color, national origin, or gender, and shall be obligated to include a similar requirement in any and all subcontracts.
 - b. The Successful Bidder(s) shall also agree to comply with all applicable Federal, State, and local laws and Executive Orders and Regulations relating to Equal Employment Opportunity and Minority Business Enterprises.
 - c. The Successful Bidder(s) shall indemnify, defend, and hold harmless the Town, its officers, employees, and agents from any and all liability, including but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hours law, including but not limited to, FLSA for work performed by the Successful Bidder's employees for which the Town may be found jointly or solely liable
29. Assignment and Delegation. Except for assignment of antitrust claim, a party to any Contract resulting from these specifications may neither assign nor delegate any portion of the Contract without the prior written consent of the other party.

