



Request for Proposals
Mural Professional Services

May 7, 2025

1. **PROJECT OVERVIEW:** The River District Association (RDA) is seeking proposals from qualified professional muralists/painting contractors to join with us to help create a mural on the gateway wall at the intersection of North Main and Riverside Dr. in Danville, Virginia.
2. **OVERALL PROJECT DESCRIPTION & SCOPE OF WORK:** The River District's purpose for issuing this RFP is to establish a contract with a professional muralist/painting contractor.
 - A. **Budget:** The RDA has budgeted \$10,000 for the entire project.
 - B. **Location:** The location of the mural will be an exterior wall of the on the gateway wall at the intersection of North Main and Riverside Dr
 - C. **Design:** The successful artist will create a prototype with the river, starling birds, sunset, and with other historical artifacts pertaining to North Main. RDA and the North Main Visionaries may seek to communicate desired changes with muralists who respond to this RFP in an effort to collegially reach a final approved design. In general terms, the final design will be aesthetically appropriate in design, content and format to ensure visibility and appropriateness for audiences of all ages.
 - D. **Space:** The space is rectangular, size. The wall is terminated at the ground meeting a parking lot at a ninety degree angle. Photographs of the wall are provided with this RFP (See Attachment 2), but interested muralists are encouraged to visit the site to further evaluate the wall.
 - E. **Muralists' Responsibilities:** The muralist will be responsible for all materials, including paint, brushes and scaffolding needed to complete the project. The muralist is responsible for an accurate reproduction of the final design concept once it is approved.
 - F. **Ownership:** The ultimate ownership of the mural's design will belong to the RDA. The RDA will not grant permission for any other uses of the final design by the artist.
 - G. **Schedule:** The muralist will be able to begin work around July 1, 2025, and will be expected to have the work completed for potential dedication no later than September 30, 2025.
 - H. **Other Considerations:** The RDA strongly encourages local muralists/painting contractors to apply and possible collaborate. A response to the RFP in no way obligates RDA to select the artist and is not a contract or agreement for payment; work is not guaranteed until after the attached sample agreement is executed by all parties.

3. PROPOSAL SUBMISSION REQUIREMENTS:

- A. Cover Letter:** All Proposals must be accompanied by a cover letter signed by an individual who is legally authorized to enter into a contract on behalf of the proposing individual. The letter must contain your proposal, a statement of how you propose to accomplish the work and affirm that you accept all terms and conditions of the RFP, including Attachment 3, "Sample Contract Terms and Conditions". The letter must designate the Proposer's contact person during the Proposal review process. Also, identify your residency's proximity (in miles) to Danville, Virginia. Include a statement of your firm's ability to begin and complete the work according to the expectations set in this RFP as well as a statement that your submission will stand as a firm offer for a period of no less than 90-days.
- B. Experience:** Include a detailed statement of the qualifications of the muralist. This should include a list of the muralist's prior work, with clearly identified dates indicating the date each piece of work was completed. Qualifying activities should include some combination of the following: (1) Education and training as an artist; (2) An exhibition record in museums, commercial art galleries, and/or non-profit art spaces; (3) Previous public or private commissions; (4) Participation in artist-in-residency programs; and/or (5) Other related activities indicative of a professional art practice. Artists must have experience creating, painting, or reproducing large mural artworks, preferably on large exterior walls, and must also have experience using scaffolding during the creation of such mural.
- C. Resumes:** Include a resume(s) for the muralist assigned to this engagement.
- D. Approach:** The proposal should set forth a work plan.
- E. Work Examples:** Image CD or jump drive with up to 16 clearly labeled images of related past work in JPEG form. (Minimum four images per artist if working as a team.)
- i. Name each image with the following format in the order you want them to appear: lastname_firstnameimagenumber.jpg. For example: filenames for artist Pablo Picasso would be: Picasso_pablo01.jpg, Picasso_pablo02.jpg, Picasso_pablo03.jpg, and so on.
 - ii. Label all files clearly with the artist's name, team name or studio name. The RDA is not responsible for distortion or alteration of images as they appear on monitors as projected.
 - iii. Movie clips on CD, DVD or jump drive accompanying the digital images must be cued and no more than three minutes maximum length. Movie clips must be formatted in Windows Media Player or QuickTime only.
 - iv. An annotated image list of past works that clearly indicates the title, dimensions, materials, date of work, and locations, as well as project budget and commissioning entity, if applicable. Image names must match image names on the annotated list and be in the exact same order. A thumbnail image adjacent to each entry is highly recommended to assure the panel understands what they are seeing.

- F. Protective Coating:** A suggested method for a protective coating that will be applied to the mural after completion.
- G. Maintenance Plan:** Describe the material and processes used (so that repairs can be made) and a schedule of required maintenance (such as the replacement of an anti-ultraviolet coating, how repairs will be made, inspections, and maintenance, etc.).
- H. Fee Proposal:** The fee proposal must list the total breakdown of costs: personnel costs and all out-of-pocket expenses including the estimate for a protective coating that will be applied after completion.
- I. Timetable:** Provide a detailed timetable for the project that meets the requirements set in this RFP.
- J. References:** Provide a minimum of three (3) references for muralist services for organizations for which you have provided similar services. The references should include, at a minimum, the name of the organization, the address, the contact person, title, email address and telephone number. References cannot include current RDA board members or staff.
- K. Signed Attachment 4:** Authorization to Legally Bind Bidder

4. EVALUATION & SELECTION CRITERIA: A committee comprised of members from the RDA Board of Directors, North Main Visionaries Collaborative Group and staff will review the proposals for conformance with the requirements of this RFP. *Contact with others affiliated with RDA with the exception of RDA staff may be grounds for disqualification.* Conforming proposals will be evaluated according to the criteria listed below.

A. Proposal Evaluation Criteria:

- i. Experience: Resume *(20 possible points)*
- ii. Experience: References *(20 possible points)*
- iii. Experience: Images *(25 possible points)*
- iv. Experience: Overall Initial Design *(15 possible points)*
- v. Cost *(20 possible points)*

Sub-Total Possible Points: 100

- vi. Oral Presentation of Select Artist(s) (if any): *(20 possible points)*

Grand Total Possible Points: 120

B. Oral Presentations (if any) and Final Scoring:

- i. After the proposals have been evaluated and finalists have been identified, those firms may be invited to make an oral presentation to a committee comprised of RDA board members, North Main Visionaries Collaborative Group and staff.
 - ii. The presentations would provide the muralist an opportunity to answer any questions or provide clarifications to the committee.
 - iii. The committee will score the firm's presentations in the context of the criteria listed above and whether the presentation and responses enhance the scoring of the written proposals. Firms may receive up to an additional 20 points on the presentation. Based upon the addition of the presentation scores to the written proposal scores, a final cumulative score for each finalist will be compiled.
- C. Tie Breaker:** In the event of a tie during the evaluation process, the tie will be broken by taking the highest scoring proposer based on Cost. If these scores are also tied, then by taking the highest scoring proposer based on their experience.
- D. Final Selection:** The final selection will be reviewed and approved by the North Main Visionaries and RDA board members.

5. SCHEDULE FOR SELECTION PROCESS:

- A. RFP Package Available: April 28, 2025
- B. Muralist Questions Due (if applicable) May 12, 2025
- C. RDA Response to Questions Due (if applicable) May 19, 2025
- D. Proposals Due By: June 6, 2025 at 4PM
- E. Review and Interview (if applicable) June 20, 2025
- F. Intent to Award Notice (approximate) June 27, 2025
- G. Contract Award (approximate) June 30, 2025
- H. Mural Completion September 30, 2025
- I. Prospective proposers may contact Lashawn Farmer via email to Lashawn@riverdistrictassociation.com for further information regarding this process or to ask questions. Contact with others affiliated with RDA may be grounds for disqualification. Please note that the RDA has implemented this policy to ensure fairness and transparency in the selection process. Upon receipt of an inquiry from a prospective proposer, the message is promptly related to the project's lead, who then prepares a written reply. All questions and responses will be posted as an Addendum to this RFP. Follow-up questions may continue to be submitted in this fashion until May 12, 2025.

Prospective Proposers are encouraged to register via email to Lashawn@riverdistrictassociation.com to stay in touch with the project and to receive any updates.

6. **INSTRUCTIONS TO PROPOSERS:** Each proposal must include one (1) original signed submission, clearly marked "RFP Mural for North Main and Memorial Drive" and one (1) electronic copy (PDF format). Each original Proposal must be contained in a sealed envelope or box and must be received no later than June 6, 2025 at 4:00PM at the following address:

(if in person or courier):
River District Association
Attn: Murals Committee
208 N. Union St.
Danville, VA 24541

(if by US Mail):
River District Association
Attn: Murals Committee
P.O. Box 853
Danville, VA 24543

7. **LATE PROPOSALS NOT CONSIDERED:** Proposals must be received by the time specified at the address listed above. Any Proposal received after the deadline will not be considered. Faxed or emailed submissions will not be accepted.
8. **ADDENDA TO RFP:** In the event that it is necessary to amend, revise, or supplement any part of the RFP, addenda will be posted on RDA's website and RDA will make a reasonable effort to provide the addenda to all Proposers for whom the initial RFP was provided. This includes the amendment of dates in the Schedule for Selection Process. Any addenda so issued are to be considered part of the specifications of the Proposal. RDA is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by the RDA.

In case of any doubt or differences of opinion as to the services to be furnished hereunder, or the interpretation of the provisions of the Proposal, RDA's decision shall be final and binding upon all parties.

9. **CONTRACT:** The successful Proposer will be expected to enter into a professional services contract with RDA. The contract will specify the extent of services to be rendered, the means and methods of providing the services, and the amount of compensation. See Attachment 2
10. **SELECTION DISCRETION:** The RDA reserves the right to reject any or all bids and to waive irregularities and informalities in the selection process. RDA further reserves the right to negotiate, amend and refine bids in consultation with one or more of the prospective Proposers.
11. **PROPOSAL OWNERSHIP:** All material submitted by the Proposers shall be considered property of RDA and RDA will not be required to return same to any Proposer. The material submitted by Proposer will be treated in the same manner as RDA's own records.

12. COST OF PROPOSAL: RDA is not liable for any costs incurred by Proposers for the preparation and presentation of the proposal. This includes any costs incurred during submission of a Proposal.

ATTACHMENT 1: Pictures of Mural Location

Note: Size: 53'8"L x 16'5"H (at it's highest peak)



ATTACHMENT 2: SAMPLE CONTRACT TERMS AND CONDITIONS

**River District Association
Independent Contractor Agreement**

Date: ___ / ___ / _____

Parties: River District Association ("RDA")
208 N. Union St. Danville, VA 24541

and

Contractor Name: _____ ("Independent Contractor")

Contractor Physical Address: _____

Additional Independent Contractor Information:

- A. Type of Entity: Sole Proprietorship Partnership
 Limited Liability Company Corporation
- B. Mailing Address: _____
- C. Telephone Number: (_____) _____ - _____
- D. Fax Number: (_____) _____ - _____
- E. SSN or Fed. I.D. No: _____
- F. Professional License(s) No. (if applicable): _____

In consideration of the mutual covenants contained herein, the parties agree to the following terms, provisions and conditions:

- 1. **Payment by RDA.** RDA shall pay Independent Contractor according to the sum and schedule described in Attachment "1" attached hereto and incorporated herein by this reference and in an amount not to exceed \$_____.
- 2. **Services to be Performed by Independent Contractor.** Independent Contractor shall perform the services described in Attachment 1.
- 3. **Invoice.** Invoice to be sent to RDA, Attention Lashawn Farmer, P.O. Box 853, Danville, VA 24543.
- 4. **Term.** This Agreement is effective as of the date first set forth above and shall continue until _____, unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of parties.

5. **Sourcing.** Independent Contractor was chosen through RFP for Mural at N. Main St and Riverside Dr. issue date: June 30, 2025.
6. **Independent Contractor Status.** By its execution of this Agreement, Independent Contractor certifies its status as an “Independent Contractor” as that all performance of any labor services required to be performed by Independent Contractor under the terms of this Agreement shall be performed in accordance with all federal, state and local laws.
7. **First point of Contract.**
Independent Contractor: (insert name, phone number and email address)

RDA: Lashawn Farmer, 434-791-0210, Lashawn@riverdistrictassociation.com

8. **Work Performed.** The work to be performed by Independent Contractor includes services generally performed by Independent Contractor in his/her/its usual line of business.
9. **Tax duties and Liabilities.** Independent Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to local business licenses, income tax, payroll tax, and social security tax. RDA shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Independent Contractor.
10. **Reimbursement of Expenses.** Independent Contractor shall not be entitled to reimbursement by RDA for any expenses incurred by Independent Contractor unless otherwise agreed in writing.
11. **Materials and Supplies.** Independent Contractor shall supply all equipment, materials and supplies needed to perform the services required unless otherwise agreed in writing.
12. **No Authority to Bind RDA.** Independent Contractor shall have no authority to enter into contracts on behalf of RDA, it’s officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.
13. **Indemnification and Hold Harmless.** The Contractor shall assume all responsibilities for work, and bear all losses and damages directly or indirectly resulting to the Contractor, RDA, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other case whatsoever. The Contractor shall assume defense of, indemnify and save harmless RDA, its officials, agents and employees from all claims, liability, loss, damage, and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Contract or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether any act, omission or conduct of RDA connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective or whether act, omission, or conduct of the Contractor or Subcontractor is merely a

condition rather than a cause of a claim, liability, loss, damage or injury. The Contractor shall not be liable for nor be required to defend or indemnify RDA relative to claims of damage or damages resulting solely from acts or omissions of RDA, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 15 shall not negate Contractor's obligation in this paragraph.

14. Insurance.

- 14.1. General Insurance.** The Contractor shall maintain in force for the duration of this Agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate for bodily injury or property damage. The policy will contain a "per project" aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$1,000,000 per occurrence shall be maintained. RDA, its employees, officials, and agents will be named as an Additional Insured where operations are being conducted related to this contract, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Contractor or the fault of the Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance RDA may carry on its own. If RDA requires Professional Liability coverage, RDA's Executive Director must approve the terms, conditions and limits.
- 14.2. Workers' Compensation.** Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners, as required by applicable workers' compensation laws. If Contractor is exempt from coverage, a written statement signed by Independent Contract so stating the reason for the exemption shall be provided to RDA.
- 14.3. Evidence of Insurance Coverage.** Evidence of the required insurance coverages issued by an insurance company satisfactory to RDA shall be provided to RDA.
- 14.4. Notice of Cancellation or Material Change in Coverage.** The certificate of insurance shall contain a requirement that the insurance company notify RDA 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Contractor shall provide written notice to RDA's Executive Director within 2 calendar days after the Contractor becomes aware that their coverage has been canceled or has been materially changed. The Contractor shall email said notice to Lashawn Farmer at lashawn@riverdistrictassociation.com . Regardless of what circumstances caused Contractors insurance coverage to cease or be modified, it is the Contractor's responsibility to notify RDA. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract. _____ (Contractor Initials)
- 14.5. Equipment and Material.** The Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

- 14.6. Exception or Waivers.** Any exception or waiver of these requirements shall be subject to review and approval from RDA's Board of Directors.
- 14.7. Subcontractors.** The Independent Contractor shall require all subcontractors to provide and maintain General Liability, Auto Liability, Professional Liability (as applicable), and Workers' Compensation insurance with coverages equivalent to those required of the Independent Contractor in this contract. The Independent Contract shall require certificates of insurance from all subcontractors.
- 15. Termination.** The performance of work under this Agreement may be terminated by RDA, in whole or in part, whenever for any reason RDA shall determine that such termination is in the best interest of RDA. Any such termination shall be effected by delivery to the Independent Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective. Upon delivery to the Independent Contractor of a Notice of Termination under this paragraph, the Independent Contractor and RDA shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the Independent Contractor's work and payment therefore by RDA.
- 16. Rights in Data.** All original written material, including programs, card decks, tapes, listings and other documentation originated and prepared for RDA pursuant to this Agreement shall become exclusively the property of RDA. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Independent Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Independent Contractor's possession, independently developed by Independent Contractor outside the scope of this Agreement, or rightfully obtained by Independent Contractor from third parties, shall belong to Independent Contractor. This agreement shall not preclude Independent Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered to RDA pursuant to this Agreement. Independent Contractor shall not, however, use any written materials developed under this Agreement in developing materials for others, except as provided in this section.
- 17. Assignment/Subcontract.** Independent Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of RDA. No such written approval shall relieve Independent Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of the Independent Contractor. Independent Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.
- 18. Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.
- 19. Compliance with All Government Regulations.** Independent Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this

Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of the Independent Contractor.

20. **Attorney Fees.** In the event a lawsuit of any kind is instituted on behalf of RDA to enforce any provision of this Agreement, Independent Contractor shall pay such additional sums as the Court may adjudge reasonable for attorney fees plus all costs and disbursements at trial and on any appeal.
21. **Force Majeure.** Neither party to this agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. RDA may terminate this agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of this agreement.
22. **Assistance Regarding Patent and Copyright Infringement.** In the event of any claim or suit against RDA on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or service performed hereunder, Independent Contractor shall defend RDA against any such suit or claim and hold RDA harmless for any and all expenses, court costs, and attorney's fees in connection with such claim or suit.
23. **Access to Records.** RDA and its duly authorized representatives shall have access to books, documents, papers, and records of the Independent Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.
24. **Waiver.** Failure of RDA to enforce any provision of this agreement shall not constitute a waiver or relinquishment by RDA of the right to such performance in the future nor of the right to enforce any other provision of this agreement.
25. **Amendments.** The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of RDA. No modification of this agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.
26. **Nondiscrimination.** Independent Contractor shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.
27. **Permitted Use.** The final design of the mural may not be retouched, modified or otherwise reproduced or used, except as otherwise specifically provided hereunder. The mural may be utilized solely in connection work necessary for it to be painted on the side of Gentry Lofts. RDA agrees that the following uses of the mural are permitted: (a) Members of the public may photograph the mural for personal use only; (b) By the installing Painter/Contractor in his/her/its business portfolio.
28. **Nature of Use.** The mural shall not be used by Independent Contractor in a manner which would be derogatory to or critical of the Property or to the persons involved with the making of the mural.

- 29. Restrictions of Use.** Except as specifically set forth herein, Independent Contractor shall not use, reproduce, exploit, distribute, exhibit or broadcast the mural except as necessary to execute the permitted uses set forth in paragraph 27.
- 30. Remedies.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and any litigation arising out of this agreement shall be conducted in the courts of the Commonwealth of Virginia, City of Danville.
- 31. Entire Agreement.** This agreement signed by both parties is the parties' final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

IN WITNESS WHEREOF the parties have executed this agreement to be effective the date first set forth above.

RIVER DISTRICT ASSOCIATION:

INDEPENDENT CONTRACTOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

