

Request for Proposal

24-057

PUBLIC ART

LUMENAURA

TEACHING ARTIST

SUBMISSIONS DUE

May 3, 2024 at 4:00 p.m.

City of Aurora Purchasing Division Aurora, Illinois

REQUEST FOR PROPOSAL CITY OF AURORA, PUBLIC ART LUMENAURA: TEACHING ARTIST

RFP Launch:

April 5, 2024

SUBMISSION DEADLINE:

Friday, May 3, 2024 at 4:00 pm

Deadline is Inclusive of ALL

Application Materials

Submit to: City of Aurora Purchasing Division <u>PurchasingDL@aurora.il.us</u>

(City of Aurora Commissioned Service)

(Location - Downtown)

PROGRAM OVERVIEW

LUMENAURA: Interactive Light & Sound Experience October 2024

The City of Aurora Division of Public Art is seeking qualifications and proposals for multiple creative opportunities, including temporary art installations and performances. There is no fee to apply. Artists may apply for more than one project.

SUBMISSION DEADLINE: 4:00pm CST, May 3, 2024

PROGRAM DESCRIPTION

Aurora's inaugural illuminated art experience will light up the downtown riverfront throughout the month of October 2024.

A three-day festival weekend from October 11 through October 13 will feature dozens of immersive art experiences, performances, and dazzling light projections. The dynamic weekend of events will include live music, roving performers, live street art, a drone light show and more. All activities are free and family friendly.

BACKGROUND

Aurora, the second largest city in Illinois, is located 38 miles west of Chicago. Aurora was the first city along the Lincoln Highway (and among the first in the nation) to install streetlights, earning it the nickname "City of Lights."

CITY OBJECTIVES

Public Art consistent with City of Aurora vision to provide individuals, families, and businesses an opportunity to thrive in a friendly, safe, and dynamic environment.

LOCATION

Multiple locations in Aurora's historic downtown district. See Appendix B.

<u>THEME</u>

The unifying theme of this year's *Lumenaura* festival is "portals." Portals to the past, future, across space, or to a parallel universe may be included in creative literal or conceptual interpretations of the theme.

Visual, sound, and movement artists will be selected to create a multi-media array of illuminated interactive experiences. These diverse projects will coalesce into an immersive 3-day festival that serves as a metaphor for the global community of Aurora itself. The character of the event shall embody a sense of community that is welcoming, down-to-earth, authentic and inspiring. The aesthetic of the event will be colorful, playful, and uplifting for viewers.

PROJECT DESCRIPTION

Student Installation Art Exhibit:

The City of Aurora is seeking three Teaching Artists to facilitate Aurora students in the creation of three light-based art installations for display in the Public Art Gallery at 20 E. Downer Place in Downtown Aurora.

- Teaching Artists will be selected based on submitted proposals and previous experience.
- Each Selected Artist will receive a \$2,000 stipend and a \$2,000 supply budget.
- Use of the gallery as workshop space may begin as early as July 15th; the planned dates for exhibition are September 6 to November 9, 2024.

Eligibility:

This Request for Proposal is open to Illinois artists at least 18 years of age with demonstrated experience as a Studio Artist and a Teaching Artist. Selected Teaching Artists must pass a background check.

Theme:

All artwork for LUMENAURA shall use light as a main design element; artwork shall be colorful, playful, and engaging for participants of all ages. The unifying theme for LUMENAURA 2024 is "portals."

Details:

Each Selected Teaching Artist will work with a group of students to design and build an interactive, immersive installation in the City's Public Art Gallery.

- Students shall be selected by local teachers and the LUMENAURA committee.
- Proposals must indicate an appropriate age range for student participants.
- Proposals must indicate how many students can work on the project.
- Creative use of common materials is encouraged.
- Creative use of technology is encouraged.
- Installations shall be constructed on-site.
- Installations must be structurally sound for the duration of the exhibit, September 6 November 9, 2024.
- Lightweight items can potentially be hung from the ceiling; vertical use of the space is encouraged.
- All proposals must include lighting.
- Proposals should focus on creating an experience for the participant visiting the exhibit.

Furthermore:

- The Selected Artist will be required to sign a liability waiver included in the project contract.
- The Selected Artist must pass a background test.
- The Selected Artists must complete DCFS Mandated Reporter training.
- The City reserves the right, pending the quantity of nature of submissions, to terminate or suspend the project until further notice.

- Artists shall retain ownership of their designs; all renderings, whether selected or not, are the property of the Artist and recognized as original intellectual property.
- The City will not use the Artist's design as a means of generating income.
- The City reserves the right to photograph, film, document, and use images of the mural in marketing materials and other community-oriented applications; reasonable efforts will made to credit the Artist.

LOCATION DESCRIPTION

David L. Pierce Art & History Center, Third Floor Gallery, 20 E. Downer Place, Aurora, IL 60505.

The City's formal art gallery is a 2,000 sq ft loft space in the heart of Downtown Aurora. Each student group will be assigned an area of the gallery to design and build their installation on site. (See Appendix C.)

PROJECT BUDGET

Each Teaching Artist will receive a \$2,000 stipend, and a \$2,000 supply budget. Funding is limited; Selected Artists are welcome to seek additional resources.

EVALUATION CRITERIA

For consideration, applicants must submit documentation of demonstrated experience with similar work, and a proposal inclusive of requirements listed within Appendix A.

Qualifications will be evaluated by the *Lumenaura* committee based on:

- Artistic and technical excellence, as demonstrated by provided documentation of past work of similar media and scale.
- Demonstrated ability to create interactive experiences that have engaged public viewers.
- Demonstrated teaching experience.
- Professional references.
- Scheduling Availability; project must be completed between July 15th and September 5th.
- Illinois Residency
- Proposal's:
 - Degree of interactivity and accessibility.
 - Strength of concept; use of the festival's "Portals" theme.
 - Resourceful use of materials, creativity, experimentation.
 - Bold use of the gallery's space.
 - Technical, logistical plausibility.
 - Capability to meet the full range of requirements within the available budget.

Furthermore:

- Reasonable effort will be made to select Artists representing gender, ethnicity, race, identity, ability, and veteran status consistent with the demographics of the City; reasonable effort will be made to provide preference to Artists from Aurora or with a connection to Aurora.
- Content that appears to discriminate against a protected class will not be accepted.

- Content that appears to promote imminent lawless action and/or hate speech will not be accepted.
- Content that appears to contain obscenity as defined by state law will not be accepted.

720 ILCS 5/11-20 (The City of Aurora, Aurora Public Art Commission, the Department of Public Art, and the Public Art Director are committed to ensuring that its programs are free of discrimination, and that individuals of all backgrounds and demographics are afforded equal opportunity to participate. Accordingly, no individual shall be denied the opportunity to participate, nor shall any artwork be denied, based on an individual or applicant's actual or perceived race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service. Discrimination based on any of these protected classes is expressly prohibited by these policies and procedures.

In addition, in accordance with this Section, in the judgment of the Director of Public Art and/or the Public Art Commission, artwork appearing to discriminate against a protected class, or which appears to promote imminent lawless action and/or obscenity, the latter of which is defined by 720 ILCS 5/11-20, will not be permitted.

4/5/2024	RFP Published	
4/16/2024	Deadline to Submit Questions	
4/19/2024	Answers Published	
5/3/2024	Proposal Deadline	
5/10/2024	Interviews Scheduled for Phase 1 Selected Artists	
5/24/2024	Contracts Distributed to Phase 2 Selected Artists	
5/31/2024	Deadline to Return Signed Contracts	
8/5/2024	Deposit Processed	
9/16/2024	Final Payment Processed	
9/6/2024 - 11/9/2024	Artwork is Exhibited	

TIMELINE (Target Timeframe, Subject to Change)

INQUIRIES

From issuance of this document through the execution of the award, potential vendors are prohibited from all communications regarding the Request for Proposal (RFP) with City staff, City consultants, City legal counsel, City agents or elected officials. <u>ALL</u> questions concerning this RFP shall be directed to the Director of Purchasing, in writing at <u>PurchasingDL@aurora.il.us</u>. Questions will be accepted until 8:00 am, April 16, 2024. No questions will be accepted or answered verbally. No questions will be accepted or answered after the cut-off date/time.

ADDENDA

All modifications or clarifications of this RFP will be issued in writing as an Addendum. Addenda will be posted at the City's website at <u>https://www.aurora-il.org/bids.aspx</u> by 4:00 pm, April 19, 2024. Respondents may only rely on information set out in this RFP, as modified by Addenda. By submitting an RFP, Respondents will be deemed to have received all Addenda.

It is not the responsibility of the City to contact any respondent who has not registered.

<u>SUBMISSION INSTRUCTIONS</u> Submissions will be accepted via email at <u>PurchasingDL@aurora.il.us</u> until 4:00 pm (CST), Friday, May 3, 2024. Responses must be submitted electronically. No late submittals will be accepted.

Please include RFP 24-057 - Lumenaura Teaching Artist in the Subject Line of the email.

Include the following in your proposal.

- Completed Application Form (Appendix A)
- Resume and Artist Bio, link is acceptable
- Artist Portfolio, link is acceptable
- Description of Teaching Experience
- Minimum 2 Professional References
- Scheduling Availability
- Proposal Budget
- Proposal Narrative inclusive rough sketches and answering the following:

Creative Narrative:	Technical Narrative:
 How is the project designed to include the students' voices? How does the participant experience relate to themes of light and portals? Describe the aesthetic of the proposed experience. How will guests of different ages and abilities interact with the project? Describe how your experience would use the available gallery space. 	 What age range can participate in creating the proposed project? How many students can participate in creating this project? What is a reasonable timeline to complete this project? What power and equipment needs may be required? What are 3 learning objectives students will gain from this experience?

- Bidder's Certification (Appendix E) •
- Bidder's Tax Certification (Appendix F) •

APPENDIX A: APPLICATION

LUMENAURA TEACHING ARTIST

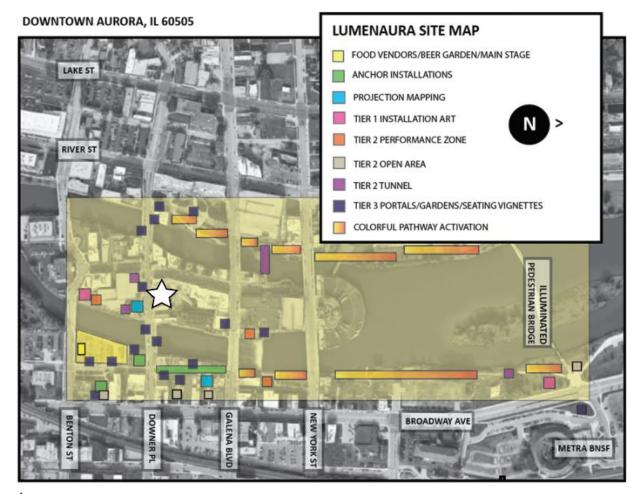
Neither incomplete nor late applications will be reviewed.

Applicant Name:
Street Address:
City/State/Zip:
Phone Number:
-Mail:
Vebsite/Social Media:
Signature/Date:

All applications and proposal documents must be sent in a single email to <u>PurchasingDL@aurora.il.us</u> by **4:00 pm, CST, Friday, May 3, 2024. Responses must be submitted electronically. No late submittals will be accepted.** There will not be a Public Opening.

APPENDIX B: FESTIVAL MAP

LUMENAURA: TEACHING ARTIST

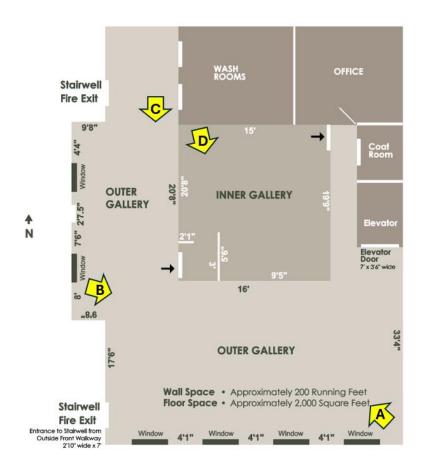


 $\stackrel{\frown}{\hookrightarrow}$: David L. Pierce Art & History Center, 20 E Downer Place, Aurora, IL

APPENDIX C: GALLERY FLOORPLAN

LUMENAURA: TEACHING ARTIST

Third Floor Gallery, David L. Pierce Art & History Center, 20 E. Downer Place, Aurora, IL 60505











APPENDIX D: CONTRACT LUMENAURA: TEACHING ARTIST

CITY OF AURORA, ILLINOIS LUMENAURA 2024 – TEACHING ARTIST SERVICES AGREEMENT

THIS AGREEMENT, is entered on the Effective Date between the City of Aurora, Illinois ("City") an Illinois home rule municipal corporation, with its office of City Clerk located at 44 E Downer Place, Aurora, Illinois and the Contractor, for the Services herein described. The terms "Effective Date," "Contractor," and "Services" shall be defined as set forth in Exhibit A.

1. <u>Scope of Services.</u> The Contractor shall perform the Services set forth in Exhibit A, the Request for Proposal, and any attachments thereto.

2. <u>Term.</u> The term of this Agreement shall be as set forth in Exhibit A. If provided in Exhibit A, the Agreement shall renew without further action by the Parties as set forth in therein, provided that the City Council of the City has budgeted funds for the services contemplated by this Agreement.

3. <u>Standard of Performance.</u> Contractor shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Contractor shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Contractor shall ensure that Contractor and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with applicable federal, state, and local laws, regulations or ordinances; and (iv) strictly conform to the terms of this Agreement. Contractor shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Contractor or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Contractor from the responsibilities set forth herein.

5. <u>Payment.</u> Contractor shall invoice the City for its Services rendered in the amount and with the frequency set forth in Exhibit A. Upon receipt, the City shall review and process such invoices for payment in accordance with the procedures and the time limitations provided by the Local Government Prompt Payment Act. Approved but unpaid amounts shall accrue interest and penalties in the amount and to the extent authorized the Act.

6. <u>Termination.</u>

The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Contractor with thirty (30) days notice specifying the termination

date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Contractor only for services performed up the date of termination. After the termination date, Contractor has no further contractual claim against the City based upon this Agreement and any payment so made to the Contractor upon termination shall be in full satisfaction for Services rendered. Contractor shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. <u>Indemnification</u>

- (a) **Indemnification.** Contractor shall indemnify, defend, and hold harmless the City, its elected officials, officers, and employees from and against all claims, losses, damages, costs and expenses, including without limitation, reasonable attorney's fees arising from or out of Contractor's performance of its obligations under this Agreement, including specifically those brought by third parties.
- (b) **Non-Wavier.** Neither by the insurance or indemnifications requirements of this Agreement does the City waive any privilege, defense, or immunity, which may be available to it, its elected officials, officers, or employees by law, including, but not limited to those set forth in the Local Governmental and Governmental Employees Tort Immunity Act.

8. <u>Miscellaneous Provisions.</u>

a. Illinois Freedom of Information Act. The Contractor acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

b. Entire Agreement. This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. Consents and Approvals. The Parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

e. Jurisdiction and Venue. The Parties agree that in the event of litigation arising from this Agreement, the exclusive venue for the adjudication of such disputes shall be the Circuit Court of the Sixteenth Judicial Circuit, Kane County and that the Illinois law shall apply to such disputes without regard to its choice of law principles.

f. Construction of Contract Provisions. The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

g. **Notices**. All notices required hereunder shall be made in writing and shall be served personally, by registered mail, certified mail, traceable private courier services, electronic mail or facsimile transmission unless otherwise provided in this Agreement. All notices to the parties under this Agreement shall be made to:

The City of Aurora Corporation Counsel The City of Aurora Law Department 44 E. Downer Place Aurora, Illinois 60507-2067

Date:

FOR: CITY OF AURORA, ILLINOIS

FOR: CONTRACTOR

By: _____

Jolene Coulter

Print: _____

Director of Purchasing

Title: _____

By: _____

EXHIBIT A - Contract CITY OF AURORA, ILLINOIS SERVICES AGREEMENT

Contractor Information ("Contractor")		
Legal Name:		
Type of Entity:	 Illinois Business Corporation Illinois Not-For Profit Corporation Illinois Limited Liability Company or Limited Partnership Partnership or Solo Proprietorship Other. Organized under the laws of the State of, 	
	and authorized to do business in Illinois.	
Address:		
Email		
Phone		

Contract Term Information		
Effective Date:		
Term:		
Renewal Period:	No Renewals are Authorized	

Payment Terms		
Daily	The City shall compensate the Contractor on an hourly daily basis at	
	the rate of \$ per hour.	
Monthly	The City shall compensate the Contractor on a monthly basis at the rate of \$ per calendar month.	
Total	The total compensation of the Contractor under this Agreement shall be \$.	
Other		

Expenses		
Authorized	The City shall reimburse the Contractor for its ordinary and customary	
	expenses incurred in the performance of the Services under this Agreement.	
Not Authorized	The Contractor is responsible for its ordinary and customary expenses	
	incurred in the performance of the Services under this Agreement.	

Scope of Work

The Contractor agrees to perform the Services set forth herein pursuant to this Agreement. The entire scope of work is located in RFP 24-057 and is incorporated into this agreement.

APPENDIX E:

BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid proposal papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all equal employment practice requirements contained in Public Act 87-1257 (effective July 1, 1993) and 775 ILCS 5/2-105 (A).
- D. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- E. The Bid Bidder is not barred from bidding on the Project, or entering into this Bid as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- F. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME	
ADDRESS	
CITY/STATE/ZIP CODE	
NAME OF CORPORATE/COMPANY OFFICIAL	
	PLEASE TYPE OR PRINT CLEARLY
TITLE	
AUTHORIZED OFFICIAL SIGNATURE	
DATE	Subscribed and Sworn to
TELEPHONE ()	Before me this day
FAX No. ()	of, 2024
	Notary Public

APPENDIX F:

BIDDER'S TAX CERTIFICATION

(BIDDER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the BIDDER, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from Biding with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this	_day of _	, 2024.
	Ву	
		(Signature of Bidder's Executing Officer)
		(Print name of Bidder's Executing Officer)
		(Title)
ATTEST/WITNESS:		
Ву		
Title		
Subscribed and sworn to before me this		
day of, 2024.		
Notary Public		
(SEAL)		