

### **Request for Proposal 25-114**

### Planning and Production of the LUMENAURA Interactive Light and Sound Event-Year 2

### **ELECTRONIC BIDDING**

The City of Aurora, IL will accept sealed bids via the City's E Procurement System, OpenGov (https://procurement.opengov.com/portal/aurorail)

### **PROPOSER'S CERTIFICATION**

I/We hereby certify that:

- A. A complete set of 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 Proposer is not barred from bidding on the Project, or entering into this contract 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, 2025
	Notary Public

STATE OF ILLINOIS	)
	) ss
County of Kane	)

### PROPOSER'S TAX CERTIFICATION

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

Proposer deposes, states and certifies that Proposer is not barred from contracting 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 Proposer 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.

in accordance with 65 ILCS 5/11-42.1-	-1.	
DATED this	day of	, 2025.
	Ву	(Signature of Proposer's Executing Officer)
		(Print name of Proposer's Executing Officer)
		(Title)
ATTEST/WITNESS:		
Ву	_	
Title	-	
Subscribed and sworn to before me thi day of, 2025.	S	
Notary Public	-	
(SEAL)		

### CITY OF AURORA, ILLINOIS INSTRUCTIONS TO PROPOSERS

### 01. REQUIREMENTS OF PROPOSER

The successful Proposer may be required to (a) enter into a fully signed contract in writing with the City of Aurora covering matters and things as are set forth in the Proposal Package; and (b) carry insurance acceptable to the City covering public liability, property damage and workers compensation.

### 02. ACCEPTANCE OF PROPOSALS

- a. Proposers intending to respond to this opportunity must create a FREE account with OpenGov by signing up at <a href="https://procurement.opengov.com/signup">https://procurement.opengov.com/signup</a>. This step is necessary to establish a communication link with the City. The Proposer, not the City, is responsible for obtaining any addenda to the original specification. Addenda and other relevant information will be posted on the City's E Procurement System. Addenda notifications will be emailed to all persons on record as following this Bid Proposal. Failure of any Proposer to receive any such addenda or interpretation shall not relieve such Proposer from any obligation under their bid proposal as submitted. All addenda so issued shall become part of the contract documents. Paper submissions will not be accepted.
- b. Proposals may be received up to, but **no later than the designated date and time as specified via the City's E Procurement System, OpenGov.** The City's E Procurement System Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The City of Aurora strongly recommends completing your responses well ahead of time. All Proposals shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in order to be considered responsive.
- c. The City reserves the right to reject any and all proposals or parts thereof and to waive any technicalities and irregularities in the proposals and to disregard all nonconforming or conditional proposals or counter-proposals and to hold the proposals for ninety (90) days from the opening date set forth above. Proposer agrees to accept a notice of award, if selected, based on the terms of this Proposal in the event that a notification of award is received on or before expiration of the 90-day time period. The City reserves the right to cancel the Proposal at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Proposer as a result of that cancellation. Each Proposer is solely responsible for the risk and cost of preparing and submitting a Proposal.
- d. Although price is a major consideration, product quality, references, service, delivery time and past experience, if applicable, will also be considered. No Proposal will be considered unless the Proposer shall furnish evidence satisfactory to the City that he has the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the Work should the contract be awarded to him. Proposal documents which are not responsive to the requirements herein may not be considered by the City for an award of the contract.

The contract will be awarded to the lowest responsible Proposer. In determining the responsibility of any Proposer, the City may take into account other factors in addition to

financial responsibility, such as past records of its or other entities transactions with the Proposer, experience, ability to work cooperatively with the City and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

The Proposal will be awarded in the City's best interests based on these and other legally-allowable considerations. The City and its representatives and agents may make any investigations deemed necessary to determine the ability of the Proposer to perform the Work. The Proposer shall furnish any information and data requested by the City for this purpose.

### 03. RECEIPT OF PROPOSALS

- a. **Proposals must be submitted electronically**, up to, but no later than the designated date and time as specified via the City's E Procurement System, OpenGov. It is the sole responsibility of the Proposer to see that their Proposal is received in the proper time.
- b. <u>Proposals must be submitted electronically via the City's E Procurement System.</u>
  There will be no exceptions!

### 04. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn prior to the deadline for submitting bid proposals through the City's E Procurement System, the responding Proposer may "un-submit" their proposal in OpenGov. After withdrawing a previously submitted proposal, the responding Proposer may submit another proposal at any time up to the deadline for submitting bid proposals prior to the opening.

Proposers are cautioned to verify their bid proposal before submission. Negligence on the part of the Proposer in preparing the bid proposal confers no right for withdrawal or modification of the bid proposal after it has been opened. Proposers may not withdraw their Proposal after the opening without the approval of the Director of Purchasing. Requests to withdraw a Proposal must be in writing and properly signed. No Proposal will be opened or accepted, which is received after the time and date scheduled for the Proposals to be received.

### 05. PROPOSAL DEPOSIT

No Proposal Deposit Required.

### 06. BOND AND INSURANCE

The Proposer awarded the contract will be required to furnish a Performance Bond, a Payment Bond will be required should the vendor sublet any of the requested services, Public Liability Insurance, and Workers Compensation Insurance; all of which shall be acceptable to the City of Aurora.

### 07. CITY'S AGENT

The Purchasing Director, or delegate, shall represent and act for the City in all matters pertaining to the Proposal and contract in conjunction thereto.

### 08. INVESTIGATION

It shall be the responsibility of the Proposers to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Proposal. No plea of ignorance by the Proposers of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Proposer.

Each Proposer submitting a Proposal is responsible for examining the complete Proposal Package and all Addenda, and is also responsible for informing itself of all conditions that might in any way affect the cost or the performance of any Work. Failure to do so will be at the sole risk of the Proposer, and no relief will be given for errors or omissions by the Proposer. If awarded the contract, the Proposer will not be allowed any extra compensation by reason of any matter or thing concerning which such Proposer should have fully informed himself, because of his failure to have so informed himself prior to the Proposal. The submission of a Proposal shall be construed as conclusive evidence that the Proposer has made such examination as is required in this section and that the Proposer is conversant with local facilities and difficulties, the requirements of the Proposal Package documents, and of pertinent, local, state and federal laws and codes, prevailing local labor and material markets, and has made due allowance in its Proposal for all contingencies. Before any award is made of the contract to the Proposer, the Proposer may be required to, upon request of the City, furnish information concerning his performance record in his capacity to complete the Work in an efficient and timely manner.

### 09. PROPOSER QUALIFICATION

The City reserves the right to require of the Proposer proof of his/her capability to perform as required by the specifications. However, prequalification of the Proposer shall not be required. The City may, at its option, disqualify a Proposer and reject his Proposal for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among Proposers.
- Receipt of more than one Proposal on any project from an individual, or from a corporation. This restriction does not apply to subcontractors.
- Default on any previous contract.
- For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Proposer's financial statement, experience and/or plant and equipment.
- Any Proposer who owes the City money may be disqualified at the City's discretion.
- From the issuance of this document through the execution of the award, potential vendors are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City agents or elected officials.

### 10. ALTERNATE PROPOSALS

The specifications are prepared to describe the goods and/or service which the City deemed to be in the best interest to meet its performance requirements. Proposers desiring to submit a Proposal on items which deviate from the stated specifications, but which they believe to be equal, may do so by submitting all inquiries via the City's E Procurement System, OpenGov, but all specification deviations must be clearly stated. Proposers shall submit all inquiries, <u>including requests for alternates or substitutions</u> regarding this bid via the City's E Procurement System by the designated

date and time. All answers to inquiries, including requests for alternates or substitutions, will be posted on the City's E Procurement System. Proposers may also click "Follow" on this bid proposal to receive an email notification when answers are posted. It is the responsibility of the Proposer to check the website for answers to inquiries. The Purchasing Director reserves the right to rule upon specification deviation in a manner as best befits the needs of the City. The Purchasing Director will reject all deviations that amount to a material nonconformity with the specifications of the Proposal.

### 11. PROPOSAL AWARD

Except as otherwise may be stated in the Specifications, Proposal award shall be made to the lowest responsible Proposer meeting the requirements and/or intent of the specifications at the net delivered price(s) shown and best responding to the needs of the City, in the City's sole discretion. However, if the Proposer modifies limits, restricts or subjects his Proposal to conditions that would change the requirements of the specifications, this would be considered a conditional or qualified Proposal and will not be accepted. The City reserves the right to delete any item listed in the Proposal Package.

### 12. PRICES

Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern.

### 13. TAXES

The City of Aurora is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax (per Illinois Revised Statutes, Chapter 120, Paragraph 44) upon City works and purchases. The City of Aurora's Sales Tax Exemption Number is E9996-0842-07.

### 14. PAYMENTS

Payment shall be made for services rendered. The City, after inspection and acceptance, and in consideration of the faithful performance by the Proposer, agrees to pay for the completion of the work embraced in this contract, payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et. seq.)

Time, in connection with any discount offered, will be computed from the date of delivery to the City or from the date a correct invoice is received by the City of Aurora Purchasing Division, if the latter date is later than the date of delivery.

Prices will be considered NET, if no payment discount is shown.

All invoices MUST contain a valid City of Aurora issued purchase order.

The successful Proposer shall submit invoices via e-mail to:

PurchasingDL@aurora.il.us

or Mail to the following address:

City of Aurora
Attn: Purchasing Division
44 E. Downer Place

### Aurora, IL 60507

The City of Aurora offers electronic funds transfer (EFT) payment to our vendors. EFT is fast, simple, safe and secure and is *our preferred method of payment!* 

### 15. INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS

Proposers shall promptly notify the City of any ambiguity, inconsistency of error which they may discover upon examination of the Proposal documents. Interpretations, corrections and changes will be made by addendum. Each Proposer shall ascertain prior to submitting a Proposal that all addenda have been received and acknowledged in the Proposal.

### 16. **DEFAULT**

Time is of the essence of this Proposal and if delivery of acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the Proposal by notice effective when received by Proposer, as to stated items not yet shipped or services not yet rendered. The City will procure articles or service from other sources and hold the Proposer responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

### 17. CANCELLATION

The City reserves the right to cancel the whole or any part of the contract if the Proposer fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The Proposer will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

### 18. ELIGIBILITY

By signing this Proposal, the Proposer hereby certifies that they are not barred from bidding on this Proposal as a result of a violation of Article 33E, Public Bids of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

### 19. SIGNATURES

Each Proposal must be signed by the Proposer with his/her usual signature. Proposals by partnerships must be signed with the partnership name by all members of the partnership, or an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of the person authorized to bind it in the matter.

When a corporation submits a Proposal, its agent must present legal evidence that he has lawful authority to sign said Proposal and that the corporation has a legal existence. In the event that any corporation organized and doing business under the laws of any foreign state is the successful Proposer, such corporation must present evidence before any contract is executed that it is authorized to do business in the State of Illinois. Proposals by corporations must be executed in the corporate name by the President or a Vice President (or other corporate officer accompanied by evidence of authority to sign), and the signature must be attested by the Secretary or an Assistant Secretary, along with the corporate seal. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature. Any corrections to entries made on the Proposal forms shall be initialed by the person signing the Proposal. When requested by the City,

satisfactory evidence of the authority of any signature on behalf of the Proposer shall be furnished.

### 20. REFERENCES

Sufficient references of all like public and/or private agencies must be presented on a separate sheet and attached to this Proposal. Listing must include company name, contact person, telephone number and date purchased. All Proposers, as a condition of and prior to entry into a contract, agree that a complete background investigation of the principals of the Proposer and all employees who will work on the project may be made. Proposers agree to cooperate with the appropriate City of Aurora personnel to supply all information necessary to complete these investigations. The City of Aurora in its complete discretion may disqualify any Proposer, including low Proposer, and may void any contract previously entered into based on its background investigation.

### 21. COMPLIANCE WITH LAWS AND REGULATIONS

The Proposer shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the Work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, and others applicable thereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the Work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees and servants against any requirement, claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

### 22. INSURANCE AND HOLD HARMLESS PROVISION

At the Proposer's expense, the Proposer shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits to cover all locations of the Proposer's operations. The Proposer shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the contract, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City of Aurora and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the City. This provision shall also be stated on each Certificate of Insurance as: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named to the left".

If requested, the awardee of this Proposal will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request.

The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

- (1) Worker's Compensation Insurance Statutory amount.
- (2) General Liability Insurance:
  - (a) \$1,000,000 per occurrence and \$2,000,000 general aggregate
  - (b) \$500,000 per occurrence for Property Damage
  - (c) \$1,000,000 per occurrence for Personal Injury
- (3) Auto Liability Insurance:
  - (a) Bodily injury with limits not less than \$1,000,000
  - (b) Property damage with limits not less than \$500,000
- (4) Umbrella excess liability of \$1,000,000 per occurrence, \$2,000,000 aggregate

The Proposer shall include the City as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and indicate said status on any Certificates of Insurance provided to the City pursuant to this project. All insurance premiums shall be paid without cost to the City.

The Proposer agrees to indemnify and save harmless the City of Aurora, their agents and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the City of Aurora for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this project work, whether such claims or injuries to persons or damage to property be due to the negligence of the Proposer or his Subcontractors. The Proposer shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the City of Aurora and its employees.

### 23. SUBLETTING OR ASSIGNMENT OF WORK

If the Proposer sublets the whole or any part of the Work to be done under the contract, with or without the written consent of the City, he shall not, under any circumstances, be relieved of his liabilities and obligations. A Payment Bond will be required if the Proposer sublets any of the requested services. All transactions of the City shall be with the Proposer; subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. In case any party or parties, to whom any work under the contract shall have been sublet, shall disregard the directions of the City or his duly authorized representatives, or shall furnish any unsatisfactory Work or shall fail or refuse in any way to conform to any of the provisions or conditions of the contract, then in that case, upon the written order of the City, the Proposer shall require said party or parties in default to discontinue Work under the contract. Said Work shall be corrected or made good and shall be continued and completed by the said Proposer or by such other party or parties as are approved by the City, in the manner and subject to all of the requirements specified in the contract.

### 24. WORKERS COMPENSATION ACT

The Proposer further agrees to insure his employees and their beneficiaries and to the employees and the beneficiaries of any subcontractor employed from time to time by him on said Work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State.

Such insurance shall be placed by said Proposer in a company or association (to be approved by the City and to be accepted by the Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Proposer hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, loss, damages, expenses, and attorney's fees which may in any way come against said City by reason of any accidental injuries or death suffered by any of his employees or the employees of any subcontractor employed by him in and about the performance of the Work provided for in the Proposal, and any and all liability resulting thereupon; and said Proposer, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefore, and pay the amount of any and all awards and final judgments and orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said

Proposer shall be the sole employer of its employees and workers, and in no way so shall the City be considered a joint employer of same under any circumstance.

### 25. MINORITY PARTICIPATION

The City of Aurora encourages minority business firms to submit Proposers and encourages the successful Proposer to utilize minority businesses as sub-contractors for supplies, equipment, services and construction.

### 26. PROSECUTION OF WORK

The Proposer shall begin the Work to be performed under the Proposal as specified in the specifications after the execution and acceptance of the Proposal, unless otherwise provided. The Work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to ensure its completion within the time specified in the Proposal.

### **27.** TIME

Proposer shall schedule its Work to meet the requirement of the City. Proposer shall perform the Work expeditiously in cooperation with the City's agent, employees, contractors and subcontractors. Proposer shall make no claim against the City and no claim shall be allowed for any damages which may arise out of any delay caused by City, its agents, employees, contractor or subcontractors. Proposer's sole remedy for delay shall be an extension in the contract time.

### 28. QUESTIONS

Proposers shall submit all inquiries, <u>including requests for alternates or substitutions</u> regarding this bid, up to, but **no later than the designated date and time as specified via the City's E Procurement System, OpenGov.** All answers to inquiries will be posted on the City's E Procurement System. Proposers may also click "Follow" on this bid to receive an email notification when answers are posted.

No questions will be accepted or answered verbally.

No questions will be accepted or answered after the cut-off date/time.

It is the responsibility of the interested Proposer to ensure they have received addenda, if any issued.

### CITY OF AURORA REQUEST FOR PROPOSAL 25-114

### Planning and Production of the LUMENAURA Interactive Light and Sound Event-Year 2 SPECIFICATIONS

### **Section 1: Project Introduction and Purpose:**

Proposers are required to read and understand all information contained within the entire proposal package. By responding to this RFP, the proposer agrees to have read and understands these documents.

The City of Aurora, Illinois, known as the "City of Lights," is the second-largest city in the state, strategically located 40 miles west of Chicago in Kane, DuPage, and Will counties. Aurora has a rich history dating back to the early 19th century, blending a vibrant downtown area with diverse residential neighborhoods, modern commercial districts, and robust industrial sectors. As an economically growing and culturally diverse city, Aurora offers a high quality of life, excellent public services, and a commitment to sustainable development. With its thriving arts and entertainment scene, numerous parks and recreational opportunities, and a strong focus on innovation and technology, Aurora is a dynamic community poised for future growth.

This Request for Proposal (RFP) seeks to engage with qualified vendors who can contribute to the continued success and development of the City of Aurora. Through this initiative, the city aims to build upon its strategic goals, enhance public services, and foster new opportunities for residents, businesses, and visitors alike. The City of Aurora looks forward to partnering with organizations that share its commitment to excellence and long-term prosperity.

The City of Aurora, Illinois, is excited to announce the release of this Request for Proposal (RFP) for the planning and production of **LUMENAURA**, the city's annual interactive light and sound event now entering its second year. LUMENAURA is a premier event that celebrates the magic of light art, creativity, and community engagement. The event brings together residents, visitors, and artists for an immersive experience, showcasing vibrant light installations, interactive displays, and a variety of family-friendly entertainment.

As LUMENAURA continues to grow, the City of Aurora is seeking a professional event production company with the expertise and vision to elevate the event's offerings, ensuring it remains an exceptional cultural experience that captivates audiences and strengthens Aurora's reputation as the "City of Lights." The selected company will be responsible for coordinating specific aspects of the event, including creative concept development, logistical planning, production, and execution, all while maintaining a focus on quality, safety, and community involvement.

This RFP invites qualified firms to submit proposals to partner with the City of Aurora in producing an unforgettable LUMENAURA event that will build on the success of its inaugural year and set the stage for future growth and innovation in subsequent editions. We look forward to collaborating with a dedicated event production team that shares our passion for creating an awe-inspiring and inclusive celebration of light.

### **Section 2: Minimum Qualifications**

The following are minimum requirements that the Proposer must meet in order to be eligible to submit a proposal. Responses must clearly show compliance with these minimum qualifications. The City will reject without further consideration those applications that are not clearly responsive to these minimum qualifications. Each specification included in this package describes the services which the City feels is necessary to meet the performance requirements of the City, and shall be considered the minimum standards expected of the Contractor. The specifications are not intended to exclude potential Contractors.

The City of Aurora, Illinois, is inviting proposals from qualified event planning and production companies to manage the **second year of LUMENAURA Interactive Light and Sound Event**. The event will take place from **Friday**, **October 10 through Sunday**, **October 26**, **2025**, and aims to build upon the success of the inaugural event by expanding its scale, enhancing its visibility, and providing a unique experience for both local and regional attendees.

The city will be providing entertainment throughout the opening weekend of LUMENAURA, which will take place on October 10, 11, and 12 (LUMENAURA Fest Weekend).

The LUMENAURA Interactive Light and Sound Event is an immersive, outdoor event that features interactive light installations, art exhibits, performances, and other innovative experiences. The event will be free to the public, and it is expected to attract tens of thousands of attendees. The City of Aurora is budgeting \$400,000 for the planning, production, and execution of the event, and seeks a partner who can deliver an unforgettable event within this budget. Budget may be flexible dependent upon sponsorships obtained.

**Please find the attachment, Exhibit A**, which includes information on the potential locations and electrical availability for the LUMENAURA event. Not all locations are required but these are the available sites throughout the Aurora downtown area.

### **Section 3: General Requirements**

Proposals must be submitted on the forms provided and all information and certifications called for must be furnished. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected.

The awarded proposer shall be issued a purchase order. All properly authorized purchases and services of the City shall be evidenced by the issuance of the same. Please be advised that any invoice received by the City not referencing a purchase order number may not be accepted as a valid City obligation.

### **Illinois Non-Appropriation Clause:**

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be given 30-day notice of intent to cancel.

### **Termination for Clause:**

This Proposal may be terminated by the City at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Proposal is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement.

Upon such termination, the liabilities of the parties to this RFP shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this RFP is terminated due to the City's substantial failure to perform, the Proposer shall be paid for labor and expenses incurred to date, subject to offset of any damages, losses or claims against the City resulting from or relating to Proposer's performance or failure to perform under this agreement.

In the event of termination by the City upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Proposer for services rendered through such phase shall constitute total payment for services. In the event of such termination by the City during any phase of the Basic Services, the Proposer will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase.

### Section 4. Scope of Work

The selected vendor will be responsible for the comprehensive planning, production, and execution of the LUMENAURA Interactive Light and Sound Event. The following tasks are to be included:

### 1. Event Planning & Coordination:

- Event Theme & Concept Development: Collaborate with the City of Aurora to create an engaging and imaginative theme for the event that builds on the success of Year 1. The theme should appeal to a broad audience, including families, tourists, and art enthusiasts.
- **Site Planning & Layout:** Design a detailed event layout, considering the locations to be used in Exhibit A. Ensure the arrangement of light installations, art displays, performance areas, and other necessary spaces are both practical, visually striking and address visible and invisible accessibility needs. If additional electrical requirements are needed at any location, please advise if this will be provided by the vendor or needed from the City. Some installations will need to be available the entire duration of the event while others may be in place only during the festival opening weekend.
- **Permits & Insurance:** Manage all necessary permits, licenses, insurance, and any compliance with city or state regulations. This includes environmental considerations, health and safety, and accessibility.
- **Vendor Coordination:** Secure and manage relationships with vendors for lighting, artistic installations, food services, performers, technical production, and any other necessary event partners.
- Community Engagement & Outreach: In partnership with the City of Aurora develop strategies to engage local community organizations, schools, and businesses to promote participation in the event and ensure their involvement.

### 2. Creative Production:

- **Light Installations & Art Exhibits:** Curate a diverse range of high-quality, large-scale light installations, art displays, and immersive experiences that will surprise and delight visitors.
- **Performances & Entertainment:** Plan and organize live performances such as musical acts, theater, dance, or other artistic presentations that align with the event theme.
- Interactive Experiences: Design interactive experiences to engage visitors with the installations. This could include light-based exhibits, virtual or augmented reality components, or

- hands-on art-making activities. Think inclusively, being mindful of possible cognitive accessibility and sensory needs with low-stimulation activities.
- **Lighting Design & Effects:** Collaborate with professional lighting designers to create visually stunning effects and ensure the safety and aesthetics of the event.

### 3. Marketing & Promotion:

- **Marketing Strategy:** In partnership with the City of Aurora implement a comprehensive marketing campaign targeting local and regional audiences. This should include a digital marketing strategy (social media, email, website), traditional media outreach (press, radio, TV), and physical advertising (flyers, posters, banners).
- Partnerships & Sponsorships: In partnership with the City of Aurora cultivate partnerships with local businesses, media outlets, and potential sponsors. Secure sponsorships to offset event costs and increase the event's exposure.
- Accessibility: Include a general "Accessibility Statement." All materials should be ADA compliant (e.g., alt text for images and color contrast), consider downloadable PDF, video captions, high contrast colors and large fonts. Wayfinding & On-site Promotion-Use clearly marked accessible routes, entrances, parking and restrooms. Use universal symbols and embed ADA friendly language and design. Use easy to read schedules and visual guides.

### 4. Operations & Logistics: (In partnership with the City of Aurora)

- **Transportation & Parking:** Plan transportation, parking, and shuttle services to and from the event site. Consider accessibility options for visitors with disabilities and senior citizens.
- Security & Safety: Develop a comprehensive safety plan, including crowd control, emergency response procedures, security personnel, first aid stations, and coordination with local law enforcement and emergency responders.
- **Guest Services:** Provide on-site staff for event information, customer service, lost and found, accessibility assistance, and other essential services.
- Waste Management & Sustainability: Create a waste management plan to minimize environmental impact, including recycling and waste diversion strategies. Ensure the use of ecofriendly materials wherever possible.
- **Cleanup:** Implement a cleanup strategy post-event to return the site to its original condition, managing all waste and debris removal.
- Visible and Invisible Accessibility Needs: Accessibility goes beyond mobility impairments. While visible needs (e.g. wheelchair, walkers, and strollers accessibility) are often addressed, it is equally important to consider invisible disabilities such as neurodivergence and sensory processing disorders by including quiet zones for individuals with anxiety or sensory sensitivities and clear signage with large fonts for those with visual impairments.
- Cognitive Accessibility: Ensure spaces and communication methods are designed to be understandable and navigable for individuals with cognitive disabilities, learning differences, or conditions such as autism and ADHD.

### **Section 5. Evaluation Criteria**

Proposals will be evaluated based on the following:

- 1. **Creativity & Concept:** The originality and artistic quality of the proposed theme, installations, performances, and interactive elements.
- 2. **Experience & Expertise:** The company's track record in producing large-scale events or public events.
- 3. **Budget Alignment:** The ability to stay within the \$400,000 budget while delivering a high-quality event.
- 4. **Community Engagement:** The company's ability to involve the local community and create partnerships with local businesses and organizations.
- 5. **Operational Excellence:** The company's strategy for ensuring smooth logistics, safety, and an enjoyable attendee experience.

### Section 6. Submittal Content (Technical Proposal)

Interested companies must submit a detailed proposal containing the following:

### 1. Company Overview:

- o A summary of the company's history, core services, and previous experience in planning and producing similar large-scale events or events.
- o At least three (3) examples of similar events or large-scale public events, including photos and any relevant metrics (attendance, media coverage, etc.).

### 2. Concept & Creative Vision:

- o A description of the creative concept for LUMENAURA Year 2, including the proposed theme, key light installations, performances, and interactive components.
- o Preliminary site plan and event layout.
- Examples of the types of light installations, art displays, or performance ideas that would be featured.

### 3. Budget Breakdown:

- A detailed breakdown of costs, including production, staffing, materials, artist fees, lighting, performers, and other elements, clearly showing how the event will be executed within the \$400,000 budget.
- o Indicate any areas where the company may be able to reduce costs, use in-kind donations, or secure additional sponsorships.

### 4. Team & Experience:

- o Resumes of key personnel who will be involved in the planning and execution of the event, highlighting relevant experience.
- o Description of the team's roles and responsibilities.

### 5. Timeline:

A project timeline from contract award to the completion of the event, including key milestones for planning, production, and post-event evaluation.

### 6. References:

 Contact information for at least three (3) professional references, including clients for whom the company has produced similar events.

### **Section 7. Submission Deadline**

### Join the meeting now

Meeting ID: 224 156 168 918

Passcode: rB2NV937

For organizers: Meeting options

<u>Proposals must be submitted electronically</u>, up to, but no later than the designated date and time, as specified via the City's E Procurement, OpenGov. The City's E Procurement System Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The City of Aurora strongly recommends completing your responses well ahead of time. It is the sole responsibility of the Proposer to see that their Proposal is received in the proper time.

Proposals must be submitted by Wednesday, March 26, 2025 at 5:00 p.m., CST.

<u>Proposals must be submitted electronically via the City's E Procurement System, OpenGov.</u> There will be no exceptions!

### **Section 8. Evaluation Process**

### **Step #1: Initial Screening**

Minimum Qualifications and Responsiveness: City will review proposals for initial decisions on responsiveness and responsibility. Those proposals initially determined to be responsive and submitted by responsible proposers will proceed to Step 2.

### **Step #2: Proposal Evaluation**

The Project Evaluation Team, comprised of members of the cooperating City Departments, will evaluate proposals. Proposal responses will be evaluated on, but not limited to, organization, personnel and staffing, company qualifications and experience (including reference checks), project approach, price, and availability and capacity of the company to perform the work.

### **Step #3: Interviews**

The Project Evaluation Team reserves the right to interview top-ranked firms that are considered most competitive. The purpose of the interviews would be to allow for expansion upon the written responses. If interviews are conducted, rankings of firms shall be determined by combining results of interviews and proposal submittals.

### **Step #4: Selection**

The City will select the vendors that are evaluated to be most competitive. When evaluation of the responses produces ratings that are equivalent, the Project Evaluation Team will recommend award of the contract to the vendor(s) whose response is deemed to be in the best interests of the City. The highest ranked firm may be invited to enter into final negotiations with the City of Aurora for the purposes of contract awarding. If an agreement cannot be reached with the highest ranked firm, the City may start negotiations with the next highest ranked firm. Any contract resulting from this RFP will be subject to approval by the Aurora City Council.

### Section 9. Term

The term will be one year with two optional one-year extensions upon mutual agreement.

### CITY OF AURORA REQUEST FOR PROPOSAL 25-114

### Planning and Production of the LUMENAURA Interactive Light and Sound Event-Year 2 SUBMITTAL CHECKLIST

In order to be considered responsive, the Proposer must submit all of the following items in their electronic bid proposal submission via the City's E Procurement System, OpenGov.

Please include the following with your electronic submission:

- Proposer's Certification
- Proposer's Tax Certification
- Statement of Work Technical Proposal
- References
- Sub-Contractors
- Agreement

### CITY OF AURORA, IL

### **REFERENCES**

Company
Address
City, State, Zip
Phone Number
Contact Person
Date of Project
Company
Address
City, State, Zip
Phone Number
Contact Person

Date of Project	
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1. Agreement Document	ts The Agreemen	at shall be doomed to	o include this d	coumant Dronoca	r'a
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upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

### Request for Proposal 25-114

In connection with the RFP and this Agreement, Proposer acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Proposer represents that such material and information furnished in connection with the RFP and this Agreement is truthful and correct. Proposer shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

- **2. Scope of Services.** Proposer shall perform the Services listed in the Proposal, attached hereto as Exhibit 1.
- **Term.** This agreement shall be one year with two optional one year extensions upon mutual agreement.

### 4. <u>Compensation</u>.

**Maximum Price.** In accordance with the Proposer's negotiated cost, the price for providing the Services shall be as stated on the submitted proposal, <u>Exhibit 2</u>.

**Schedule of Payment.** The City shall pay the Proposer for the Services in accordance with the amounts set forth in Exhibit 2, price shall remain firm for the entire contract period. The Proposer shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Each invoice shall be accompanied by a statement of the Proposer of the percentage of completion of the Services through the date of the invoice. Payment shall be made upon the basis of the approved invoices and supporting documents. The City, after inspection and acceptance, and in consideration of the faithful performance by the Proposer, agrees to pay for the completion of the work embraced in this Contract. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et. seq.) upon receipt of the invoice.

### 5. <u>Performance of Services.</u>

**Standard of Performance.** Proposer 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. Proposer shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Proposer shall ensure that Proposer 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 all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Proposer 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 Proposer 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 Proposer from the responsibilities set forth herein.

### 6. Termination.

**Termination for Convenience.** 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 Proposer with sixty (60) 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 Proposer only for services performed up to the date of termination. After the termination date, Proposer has no further contractual claim against the City based upon this Agreement and any payment so made to the Proposer upon termination shall be in full satisfaction for Services rendered. Proposer shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

### 7. <u>Miscellaneous Provisions.</u>

- a. Illinois Freedom of Information Act. The Proposer 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.

### FOR CITY OF AURORA By: \_\_\_\_\_ ATTEST: City Clerk (SEAL) (CORPORATE SEAL) (If a Corporation) CORPORATE NAME\_\_\_\_\_ (SEAL) By\_\_\_\_\_ President – Contractor ATTEST: Secretary (If a Co-Partnership) Partners doing Business under the firm

### Contractor

(If an Individual)		(SEAL)
	Contractor	(SEAL)







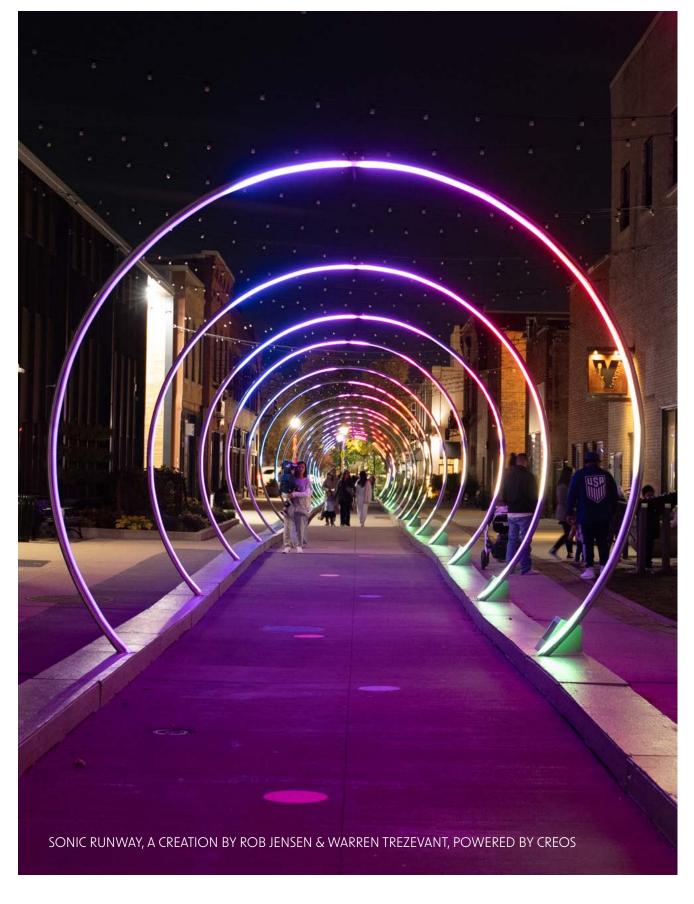
## CITY OF AURORA LUMENAURA 2025 REQUEST FOR PROPOSAL MAP OF POTENTIAL LOCATIONS

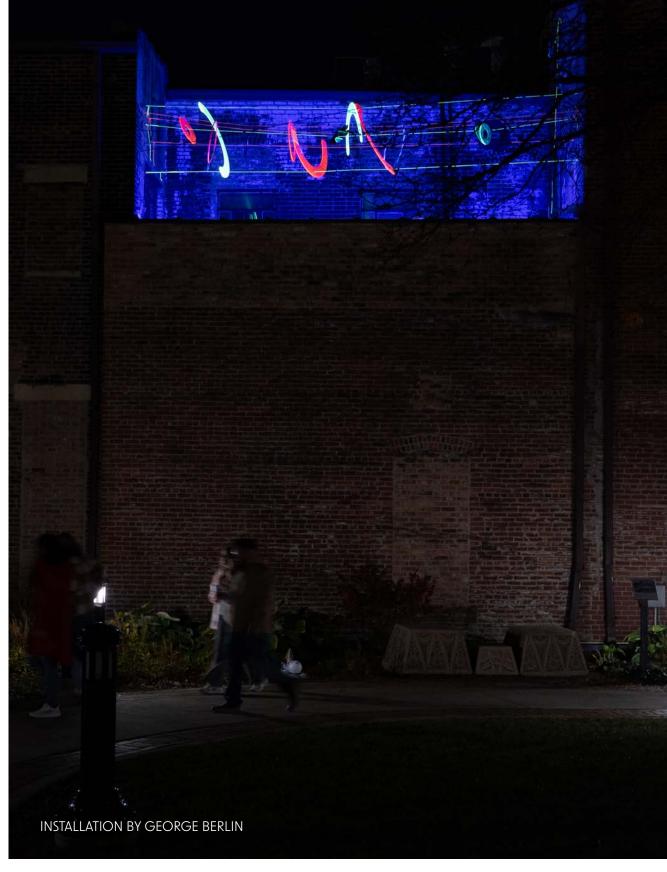
### TABLE OF CONTENTS

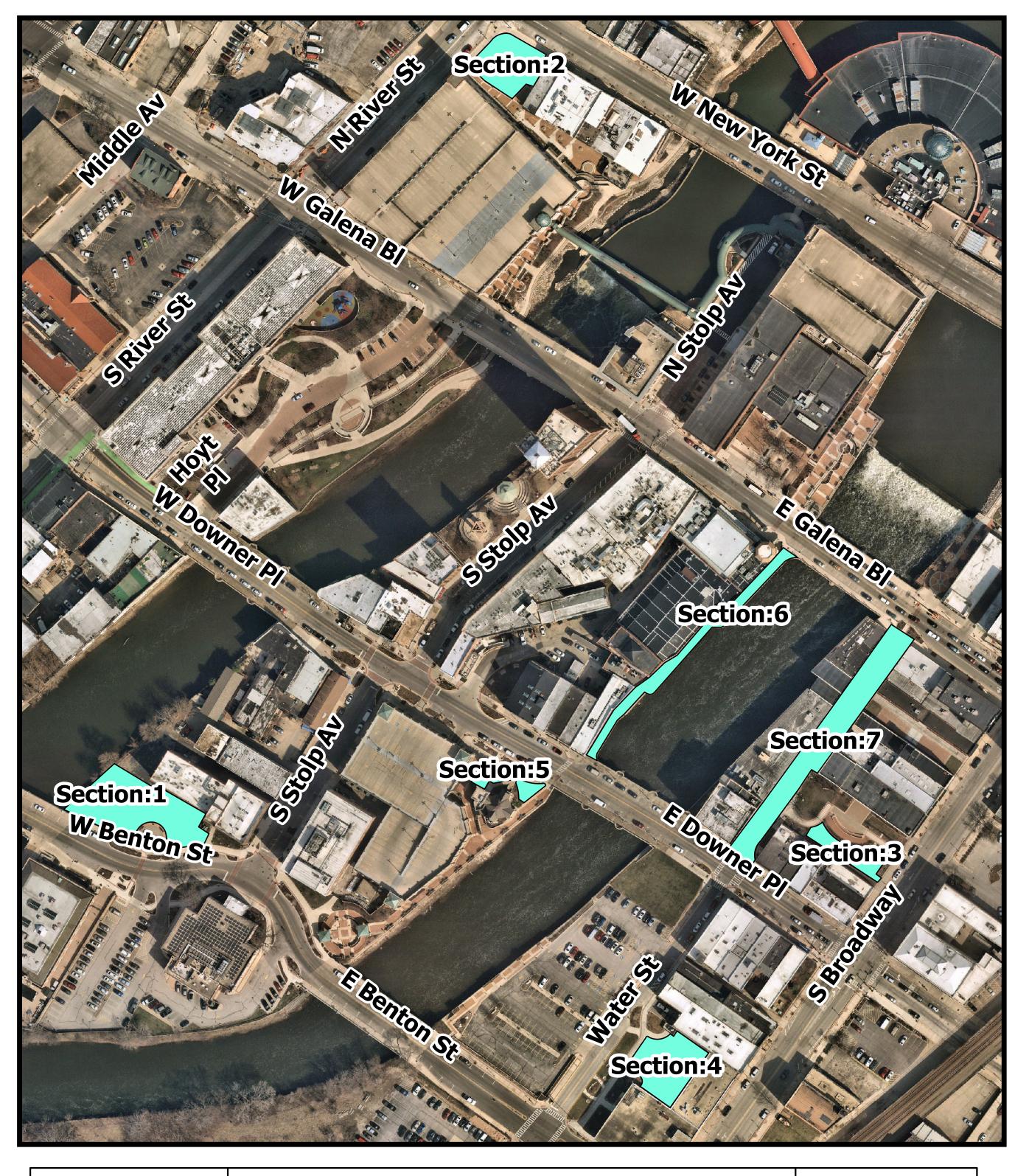
Note that each individual page has approximate dimensions.

LOCATION ONE - THE MAYAN	PAGE 2
LOCATION TWO - RIVER & NEW YORK STREETS	PAGE 4
LOCATION THREE - MUNDY PARK	PAGE 6
LOCATION FOUR - WATER STREET SQUARE	PAGE 8
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LOCATION SIX - PARAMOUNT PROMENADE	PAGE 12
LOCATION SEVEN – WATER STREET MALL	PAGE 14

LUMENAURA is the City of Aurora's unique annual experience that transforms downtown Aurora into a glowing wonderland of immersive light and sound. Stroll through mesmerizing art displays, interact with artistic soundscapes, and enjoy a magical, family-friendly adventure—completely free! Don't just see the lights—step into them!

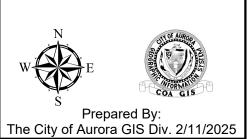






InstallationAreas

### LUMENAURA Potential Installation Sites







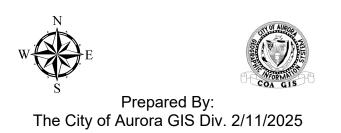
## LOCATION ONE - THE MAYAN

Nestled off Benton Street, The Mayan offers a unique and visually captivating setting, adjacent to the iconic Swimming Stones sculpture and overlooking the picturesque Fox River. This grassy space provides a natural, scenic backdrop for installations, with gentle slopes and mature trees that add character and charm. Installations should be designed with flexibility to complement the organic landscape.



InstallationAreas

LUMENAURA Site: 1

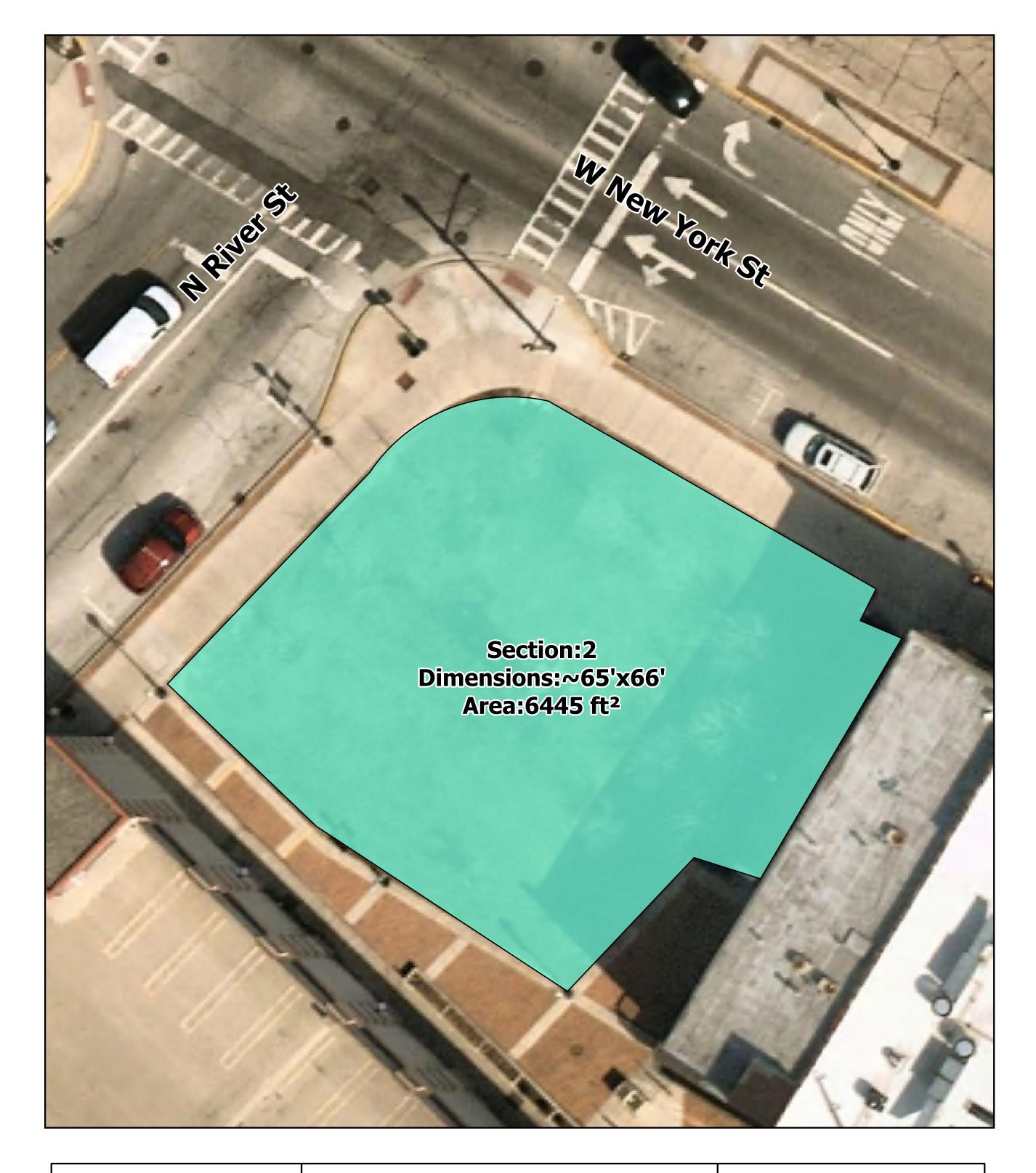




# LOCATION TWO - RIVER & NEW YORK STREETS

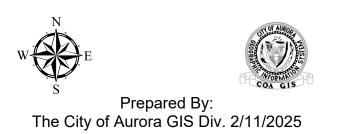
Positioned at one of downtown's busiest gateway intersections—River Street and New York Street—this prime location offers high visibility.

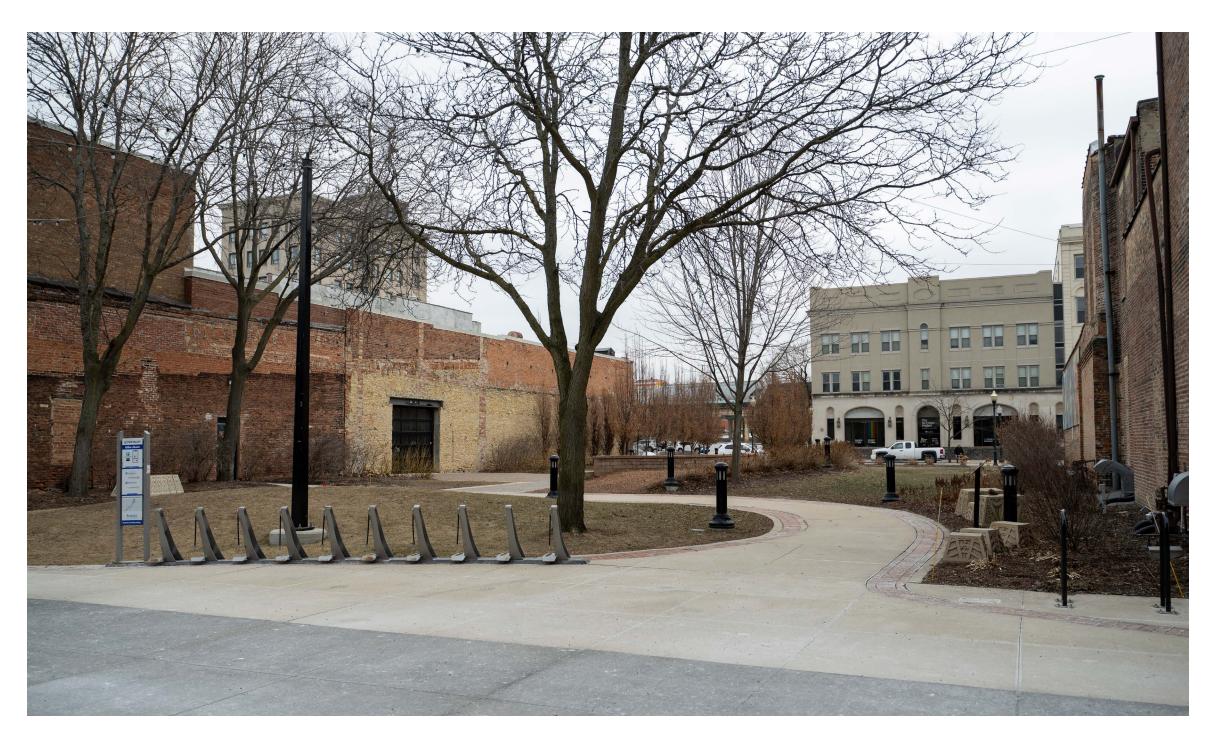
Just steps away from popular eateries, it naturally attracts visitors looking to explore and capture memorable moments. This site is also home to one of the nation's most renowned haunted houses, drawing long lines of eager guests. An installation here would provide the perfect interactive experience for those waiting, creating an engaging attraction that enhances the energy of the area.

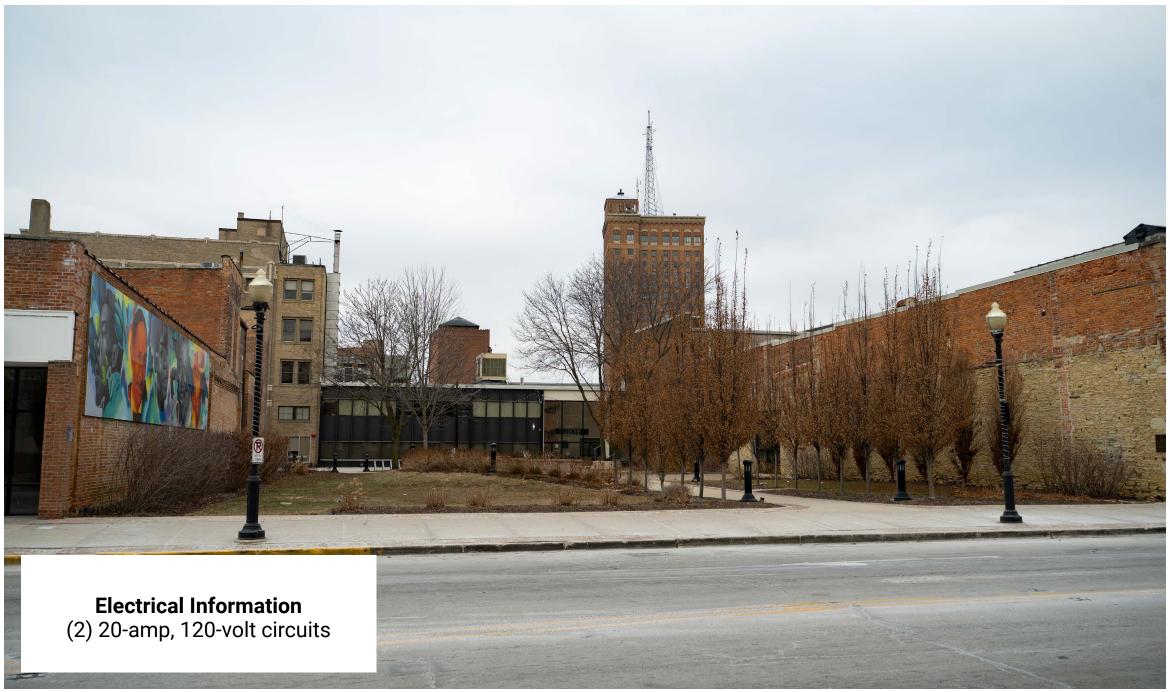




LUMENAURA Site: 2

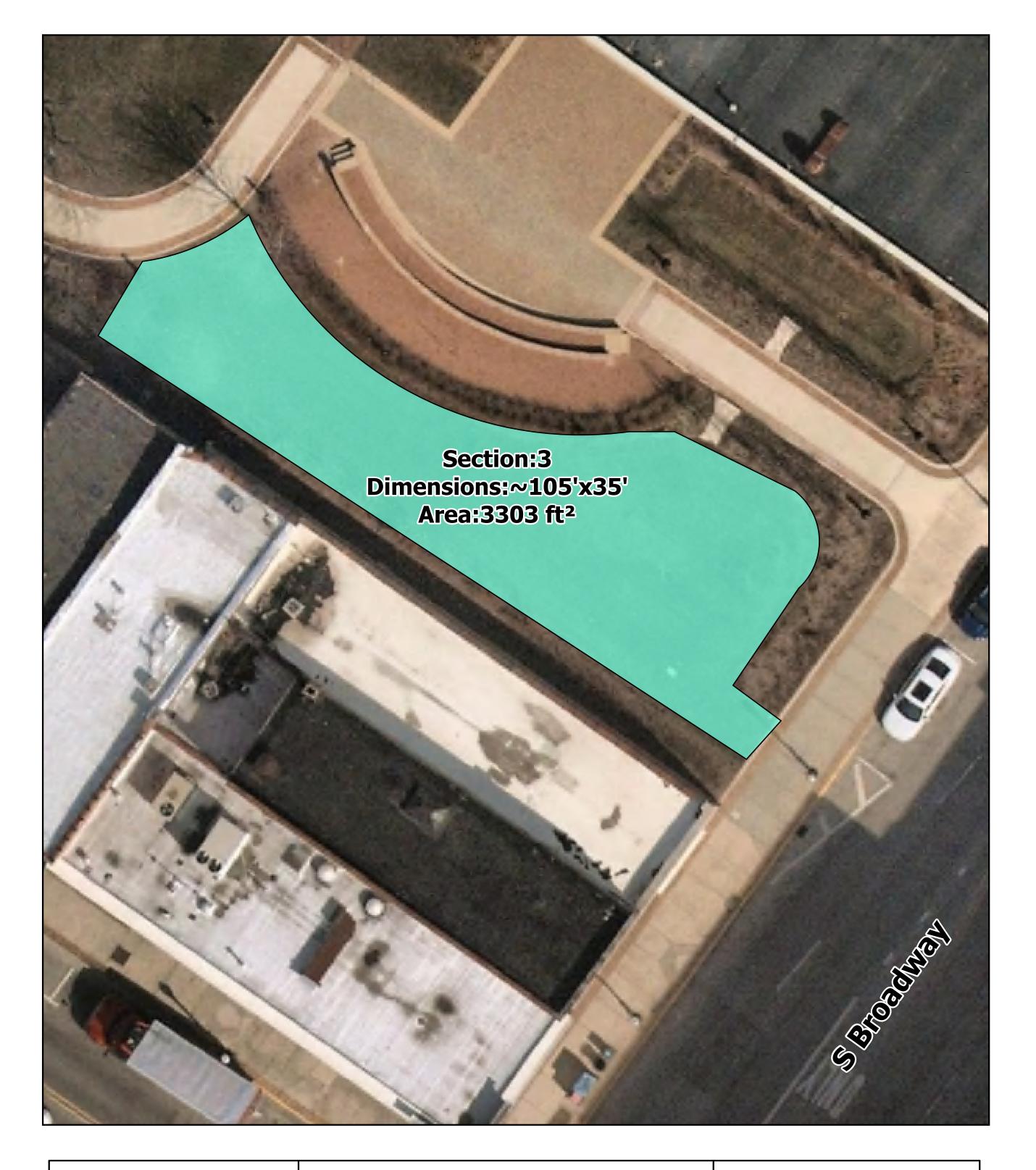






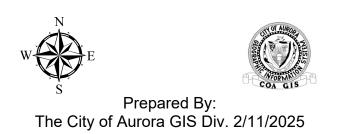
## LOCATION THREE - MUNDY PARK

Situated near Aurora City Hall and just outside one of Aurora's premier live entertainment venues, Mundy Park is a prime location for high foot traffic, engagement, and visibility. This versatile space offers both flat and sloped areas, allowing for creative and dynamic installations that can complement the space's layout. Whether utilizing the entire park or a designated section, this location provides an excellent opportunity to captivate audiences and enhance the vibrancy of downtown Aurora.





LUMENAURA Site: 3





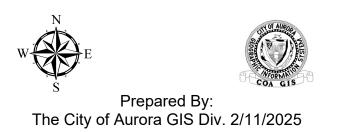
# LOCATION FOUR - WATER STREET SQUARE

This spacious, flat grassy area is ideally situated near two of Aurora's free parking lots, ensuring easy access for visitors. Just steps from the City's new immersive theater, Water Street Square presents the perfect setting for a large-scale, interactive light-and-sound installation. With its open layout and prime location, this site offers an exciting opportunity to enhance the LUMENAURA experience, drawing in crowds and creating a memorable, immersive attraction in the heart of downtown Aurora.





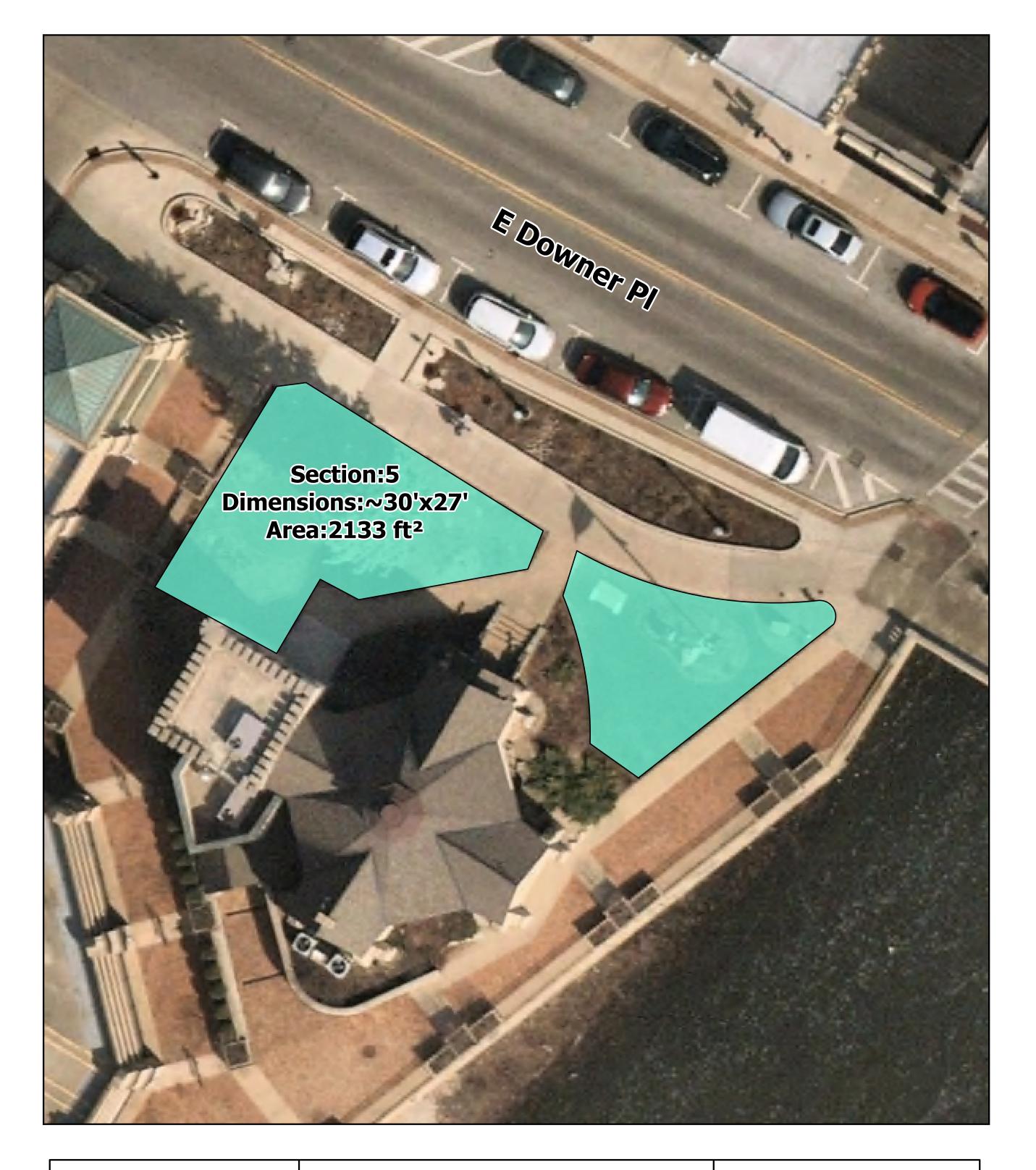
LUMENAURA Site: 4





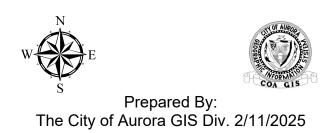
# LOCATION FIVE - GRAND ARMY OF THE REPUBLIC MILITARY MUSEUM

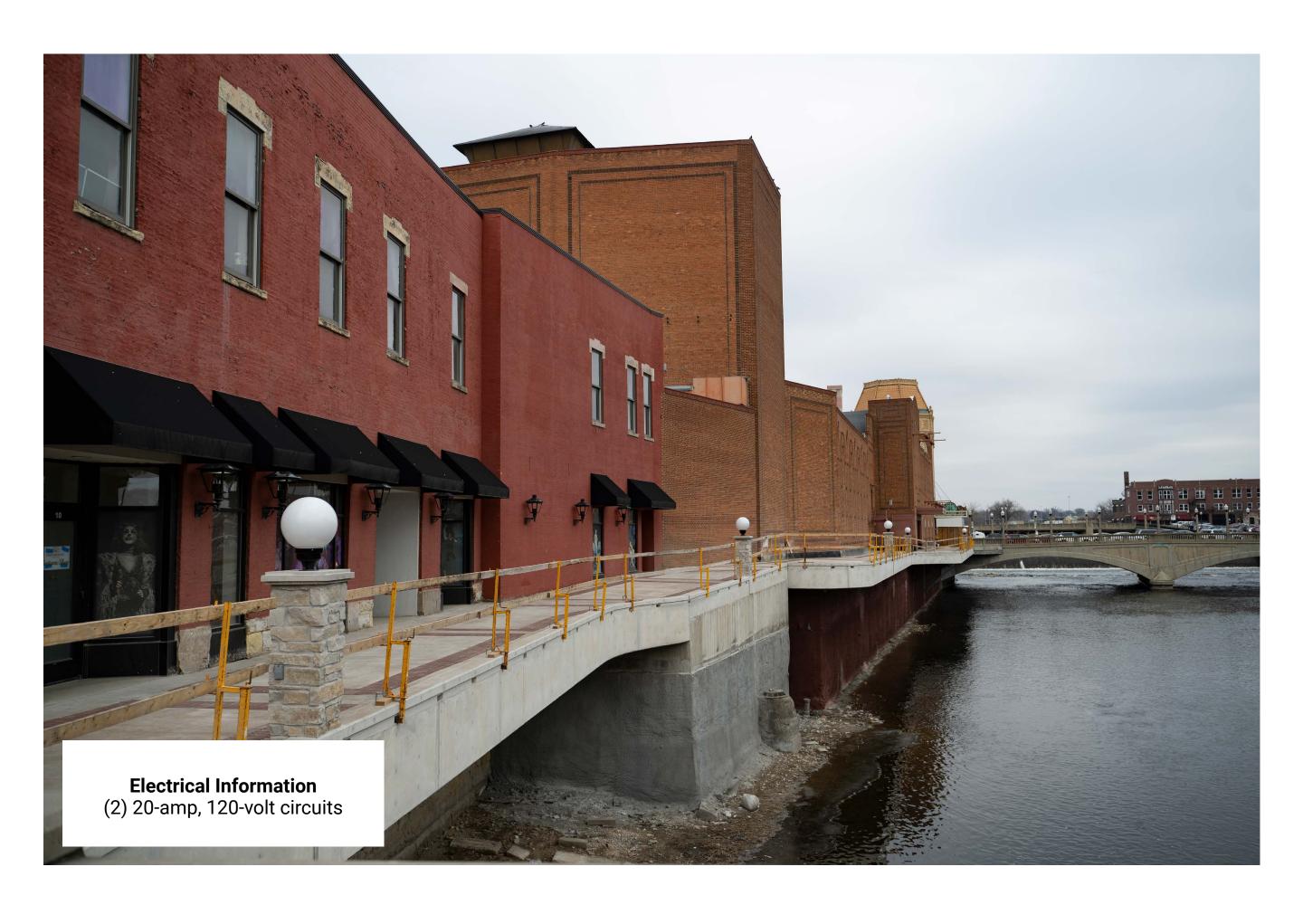
As a designated LUMENAURA installation site, the historic Grand Army of the Republic Military Museum offers a unique canvas for immersive projection mapping. Its striking façade provides the perfect backdrop for unique visuals that transform the building into a living, breathing part of the City of Lights experience. We are seeking innovative concepts that blend graphic and visual storytelling to create an unforgettable, fully immersive atmosphere that captivates audiences and enhances Aurora's vibrant downtown landscape.





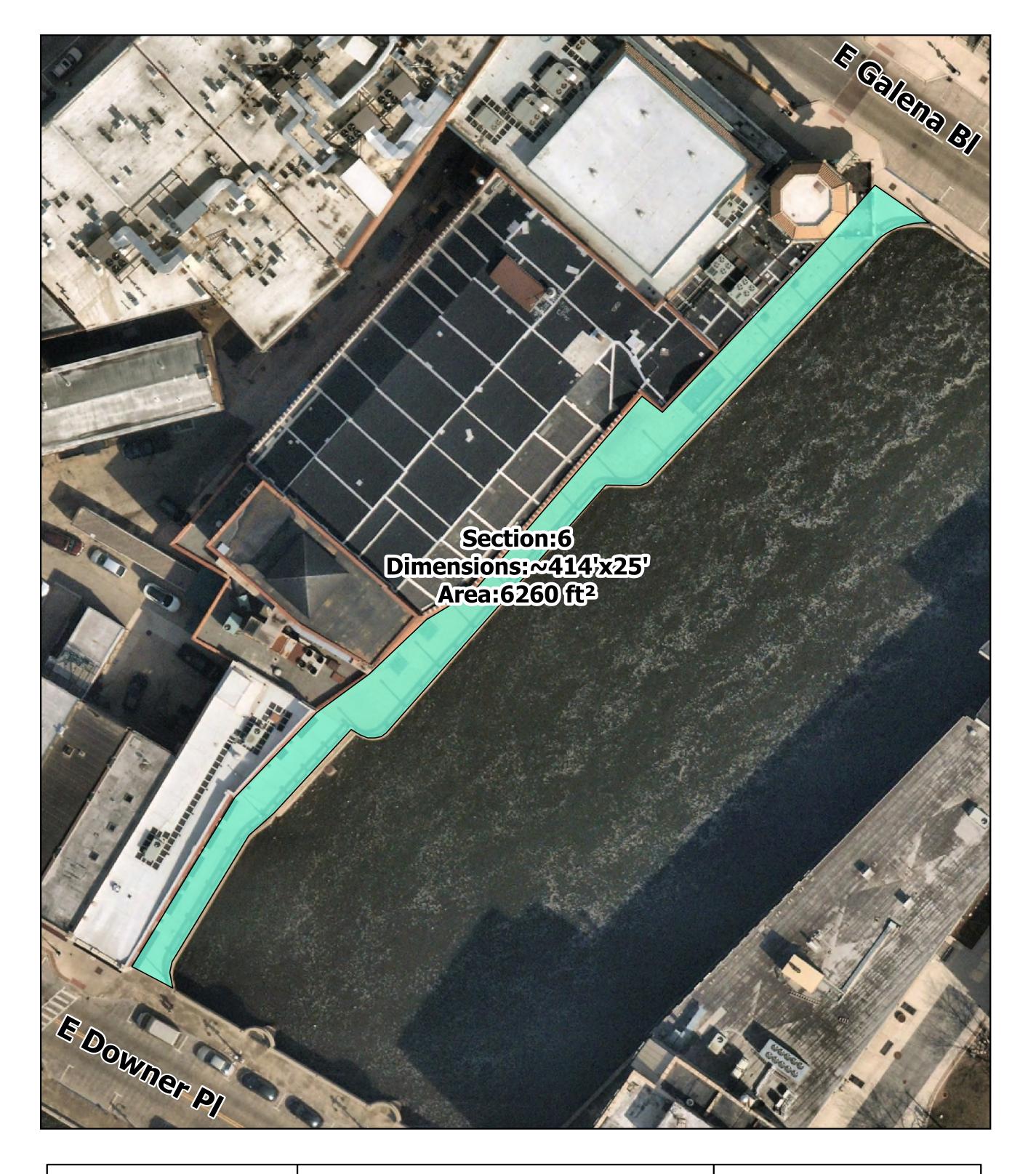
LUMENAURA Site: 5





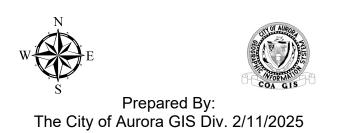
### LOCATION SIX - PARAMOUNT PROMENADE

This newly renovated promenade serves as a vital connection between two of downtown Aurora's busiest streets, Downer Place and Galena Boulevard, while running alongside the historic Paramount Theatre. Offering a unique opportunity to engage passersby, this space naturally attracts visitors on their way to award-winning entertainment venues and top dining destinations. With consistent foot traffic and a dynamic downtown atmosphere, the Paramount Promenade is an ideal setting for an engaging, interactive installation that invites exploration and enhances the LUMENAURA experience.





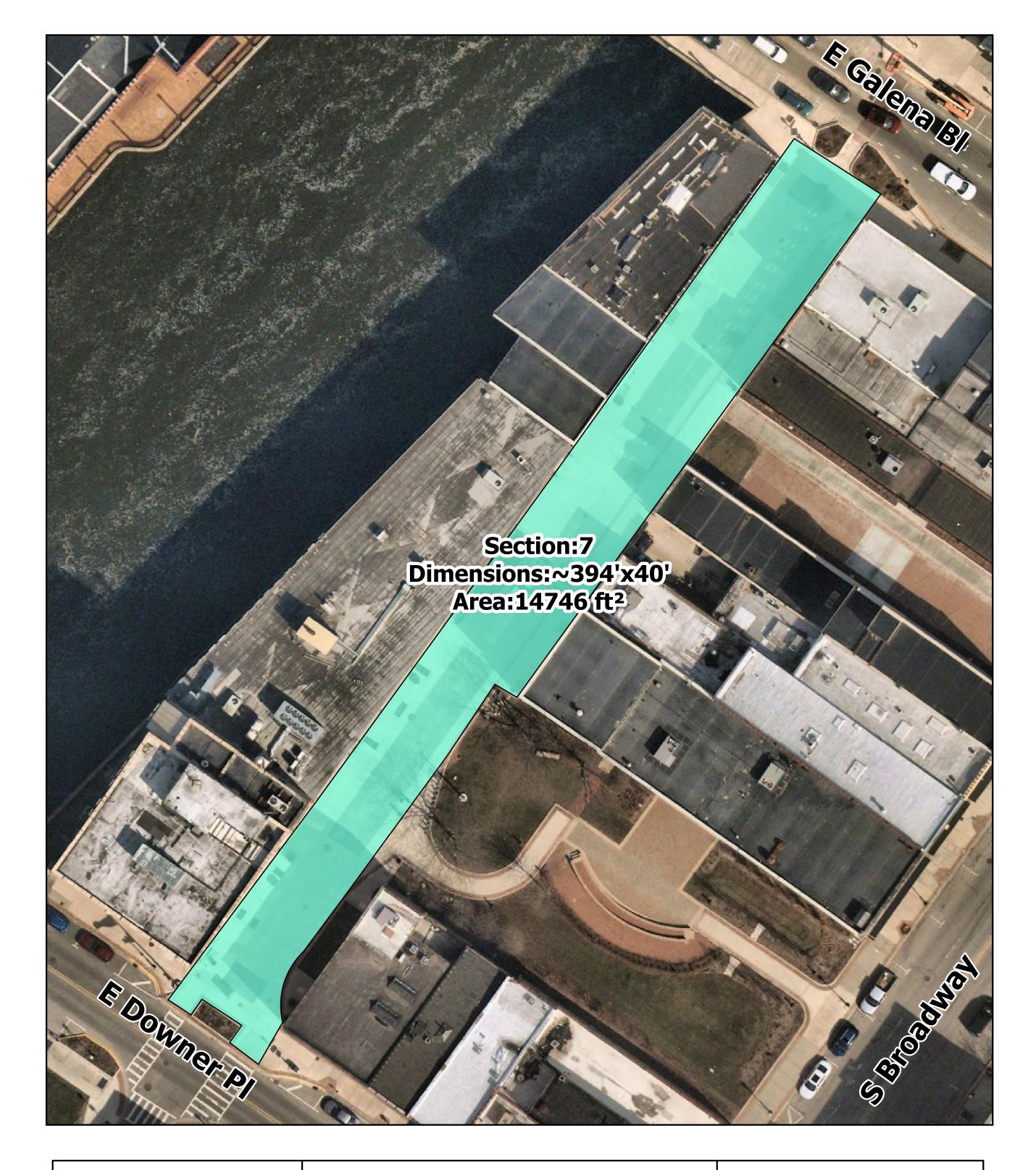
LUMENAURA Site: 6





### LOCATION SEVEN - WATER STREET MALL

Serving as a key pedestrian gateway between Downer Place and Galena Boulevard, Water Street Mall offers a vibrant and high-traffic location in the heart of downtown Aurora. Running adjacent to City Hall and Mundy Park, this walkway naturally attracts visitors exploring the City's dining, entertainment, and cultural attractions. With its steady flow of foot traffic, this space presents a prime opportunity for a highly engaging and interactive installation that enhances the downtown experience and adds to the immersive magic of LUMENAURA.





LUMENAURA Site: 7

