



Request for Proposals  
Downtown Mural  
August 20, 2021

# I. Introduction

The Village of Oswego's Cultural Arts Commission is planning its second public art project. In collaboration with a downtown building owner, the CAC intends to commission a mural on a highly visible downtown building façade. The building is home to two prominent local businesses, The Oswego Cyclery and the Oswego Brewing Company. The Fox Valley Winery is relocating to the third space in the building and is in the process of completing interior renovations. The building previously served as a fire station for the Oswego Fire Protection District.

The Village of Oswego has identified both existing and aspirational design elements comprising an Oswego aesthetic. A full presentation of the aesthetic, including existing and aspirational themes, shapes, colors, and other ideas is available [here](#). Artists are strongly encouraged to review the Oswego aesthetic document for a clearer idea of the vision for public art in Oswego.

For this project, we are seeking a design that will continue to build upon that aesthetic, influenced by the following terms:

## **Vibe:**

- Inviting
- Warm
- Friendly
- Casual
- Flowing
- Organic
- Playful

## **Ideas:**

- Connection
- Gathering
- The river, especially the bend or curve of the river
- Natural setting
- Community
- Old is new again
- Modern rural

## **Goals:**

- Encourage exploration
- Evoke curiosity

## II. Design

The mural will be installed on the south façade of the building at 59 Main Street, located in downtown Oswego. The façade faces a parking lot access road that is also frequently used by pedestrians, and highly visible to north-bound vehicle and pedestrian traffic on Main Street.

The artist has access to the full cinderblock portions of the wall but is not required to cover the entire façade. Paint is not permitted on windows, awnings, doors or other building equipment. Artists are encouraged to use the multiple dimensions of the building façade.

It is the Village intends for the mural to be in place for a minimum of five years, after which the building owner and the Village will determine whether maintenance or removal is appropriate.



## III. Specifications

The following specifications will be required of the mural and artist:

- The mural should reflect the prompt and the Oswego aesthetic as stated in Section I.

- Muralist is required to have experience working in the medium and scale proposed within the RFP, with sufficient knowledge of both medium and materials to ensure adequate durability for the intended five-year life span.
- Mural cost is not to exceed \$5,000, half of which will be paid following contract signing and the remainder paid upon project completion.
- The artist shall supply his or her own supplies, including paint, for art installation.
- The Village desires to have the mural installed no later than December 1, 2021. If conditions and/or scheduling constraints do not permit a fall installation, installation is required to be completed no later than April 30, 2021.
- The mural shall be installed in a condensed time period, meaning no to minimal lag time between various steps of the installation process.
- The Village will apply an anti-graffiti coating to the mural upon completion.

## **IV. Selection Process**

The following process will guide the selection of the design for the mural:

1. Interested artists should respond to this Request for Proposals by 8 a.m. on Monday, September 13, 2021.
2. Artists shall submit samples of previous work, especially any previous murals of similar type and size. Include images, locations, and dates that the murals were installed.
3. Responses shall include a rough concept sketch of the proposed mural. An individual artist may submit up to three concepts for consideration.
4. Artists should indicate how the mural would appear on the building façade, along with a color palette, approximate dimensions, and proposed medium. The artist should indicate whether they intend to paint directly on the wall or to install a backer.
5. The mural artist will be selected based on the input of the Cultural Arts Commission, building owner, and Village staff.
6. The winning artist must be willing to work with committee to modify the design based on structure and/or future building needs if needed. The artists should also be receptive to design input from the selection committee.

## **V. Basis of Award**

The award determination shall be based on how well the proposed concept pairs with the prompt and Oswego aesthetic, proposed use of the space provided, and the artist's past experience. Following the deadline for submittal of proposals, the Village will review, analyze, and rank all submittals based on their response to the information requested. The selected artist is required to sign a copy of the Village's contract.

The Village reserves the right to finalize a contract based on all or some factors involved in the written qualification submittal without further discussion or interviews.

The Village also reserves the right to reject all proposals.

## VI. Contract Term

The contract shall be in effect when executed. The maintenance terms of the mural shall be in effect for five years upon completion of the mural.

## VII. Billing/Invoicing

The Vendor will receive payment in two equal installments in accordance with the Local Government Prompt payment act. The first payment shall be made following the execution of the contract, with the second payment due upon completion.

## VIII. Insurance Requirements

The Vendor shall provide satisfactory proof of commercial general liability, property damage, bodily injury, automobile liability and workers compensation insurance if applicable, naming the Village of Oswego, together with its officers, agents, employees and engineers as additional primary, non-contributory named insureds prior to commencing work. All policies shall be written on a "per occurrence" basis. Vendor's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the Village. Vendor shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies. Failure of the Vendor to supply a valid certificate of insurance, or if a previously valid certificate of insurance has expired and is not replaced, is grounds for issuance of a stop work order until such time as a valid certificate of insurance is provided. Failure of the Village to collect or demand a certificate of insurance shall not be deemed a waiver of the requirement to provide one.

The limits of liability for the insurance required by this Subsection shall not be less than the following:

### Workmen's Compensation Insurance:

All Liability imposed by Workmen's Compensation statute

Employer's Liability Insurance	\$1,000,000
Contractual Liability Insurance	\$1,000,000
Completed Operations Insurance	\$ 500,000

Owned, Hired, and Non-Ownership Vehicle, Bodily Injury and Property Damage to the following Limits:

Commercial General Liability	\$2,000,000 (each occurrence)
Bodily Injury	\$2,000,000 (each person)
	\$2,000,000 (each accident)
Property Damage	\$2,000,000 (each accident)
Automobile Liability	\$1,000,000 combined single limit (each accident)

## **IX. Force Majeure**

Whenever a period of time is provided for in this contract for the Vendor or the Village to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the Village or Vendor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of the contract; c) Acts of war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence or it shall be deemed to be waived.

## **X. Additional Items**

The Village and Vendor further agree to the following:

Sexual Harassment: During the entire term of the contract, Vendor shall have in full force and effect a written Sexual Harassment Policy, which complies with the Illinois Human Rights Act (775- ILCS 5/1-101 et.seq.) including at least the following: 1) a statement on the illegality of sexual harassment; 2) the definition of sexual harassment under Illinois Law; 3) a description of sexual harassment, utilizing examples; 4) an internal complaint process, including penalties; 5) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights (“Department”) and the Illinois Human Rights Commission (“Commission”); 6) directions on how to contact the Department and the Commission; and 7) protection against retaliation as provided by Section 6-101 of the Act.

Drug Free Workplace: In compliance with Illinois law, The Vendor certifies and agrees that it will provide a drug free workplace by publishing a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Vendor’s workplace.
2. Specifying the actions that will be taken against employees for violations of such prohibition.
3. Notifying the employee that, as a condition of employment on such Contract, the employee will:
4. Abide by the terms of the statement; and
5. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
6. Establishing a drug free awareness program to inform employees about:

7. The dangers of drug abuse in the workplace;
8. The Vendor's policy for maintaining a drug free workplace;
9. Available counseling, rehabilitation, or assistance programs; and
10. Penalties imposed for drug violations.
11. Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the Contract and to post the Statement in a prominent place in the workplace.
12. Notifying the contracting agency within ten (10) days after receiving notice of any violations as listed above.
13. Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
14. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
15. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
16. The Vendor will be required to sign a Drug Free Workplace Certification.

Compliance with Laws and Regulations: In connection with the performance of the work, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Vendor.

Indemnity and Hold Harmless: To the fullest extent permitted by law, Vendor shall indemnify, defend, save and hold the Village, its trustees, officers, employees, agents, attorneys and lenders (collectively the "Indemnitees") harmless from and against all loss and expense (including, but not limited to, reasonable attorney's fees and other costs and expenses) by reason of any liability or allegation of liability, against the Indemnitees, or any of them, for damages because of property damage or bodily injury, occupational sickness or disease, including death, resulting therefrom, while performing the work or while at the site where work under the Contract is being conducted or elsewhere, while engaged in the performance of Work under the Contract, however such injuries may be caused, whether attributable to a breach of statutory duty or administrative regulation or otherwise, and such injuries for which liability is imputed to the Indemnitees, or any of them, or damage or injury, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the work or the failure to protect the work or the site, or the condition of the work, the site, adjoining land or driveways, or streets or alleys used in connection with the performance of the work. Without limiting the generality of the foregoing, the defense and indemnity set forth in this section includes, subject only to the limitations contained in this section, all liabilities, damages, losses, claims, demands and actions on account of bodily injury, death or property loss to an Indemnitee or to any other person or entities, whether based upon, or claimed to be based upon, statutory, contractual, tort or other liability of any Indemnitee. In addition, such defense and indemnity shall include all liabilities, damages, losses, claims, demands and actions for defamation, false arrest, malicious prosecution or any other infringement or similar rights.

The provisions of the indemnity provided for herein shall not be construed to indemnify any

Indemnitee for its own negligence. To the extent not permitted by law or to eliminate or reduce any other indemnification, right or remedy which the Village is otherwise entitled to assert. This provision shall survive completion, expiration, or termination of this contract.

If any claim indemnified hereunder has not been settled or discharged when the work is completed, final payment of the Contract Sum shall not be due, unless and until Vendor provides a bond or other security equal to 150% of the amount of such claim in a form and substance satisfactory to the Village. In any and all claims against any Indemnitee or any of its agents or employees by any employee of Vendor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Vendor under Worker's Compensation acts or other employees benefit acts.

“Work” shall mean any actions taken by the vendor in furtherance of its obligations pursuant to this agreement.

Equal Opportunity: The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.

Non-Discrimination: The Vendor and its employees, agrees not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

## **XI. Submittals**

Proposals will be ranked based upon the information outlined in this RFP.

All technical questions shall be submitted in writing no later than 8 a.m. Friday, September 3, 2021, by e-mail to [jsturges@oswegoil.org](mailto:jsturges@oswegoil.org). An addendum, if deemed necessary, will be posted on the website, <http://www.oswegoil.org/business-and-development/bids-and-rfps.aspx>.

Submit one electronic copy of your proposal in the following format: 8-1/2 x 11, font size 12, and a maximum of 10 pages.

Proposals must be received no later than 8 a.m., Monday September 13, 2021. All proposals must be sent to Community Engagement Coordinator Jenette Sturges either as an email attachment to [jsturges@oswegoil.org](mailto:jsturges@oswegoil.org), or in person at Oswego Village Hall, Second Floor, 100 Parkers Mill, Oswego IL, 60543.

## **XII. Additional Documents**

- Oswego Aesthetic



# The Oswego Aesthetic



# Part I: About Aesthetic

# What is the Oswego aesthetic?

The Oswego aesthetic is a cohesive look that makes Oswego instantly identifiable and gives visitors a sense of connection to the community

It includes, but is not limited to, repeating colors, shapes, patterns and other design elements in the built environment

# Where is the Oswego aesthetic implemented?

Built environment:

- Public art
- Holiday decorations
- Façade program
- Signage, including wayfinding

Elsewhere:

- Festival design
- Echoed or complimented in promotional materials

# Why do we have an Oswego aesthetic?

- The aesthetic is designed to evoke positive, memorable feelings about Oswego for residents and visitors.
- It creates a sense of belonging and connectedness for residents.
- It create a sense of place for visitors, a feeling that “sticks” after they leave.
- An aesthetic makes a community feel distinct from its neighbors.
- It makes a place, event, or publication instantly recognizable.

# Example: New York City



- Steel
- Skyscrapers
- Straight lines and rigid structures
- High contrast
- New
- Big
- Fast paced
- Exciting and “in your face”
- Glittering



**NYC**



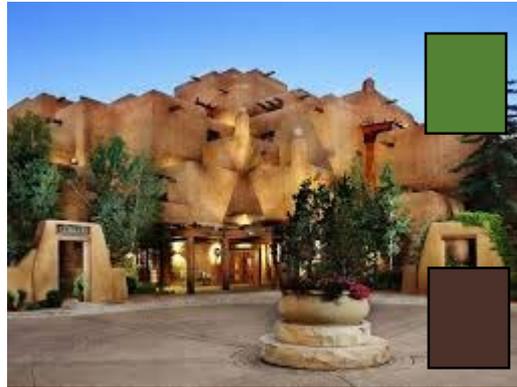
# Example: Geneva



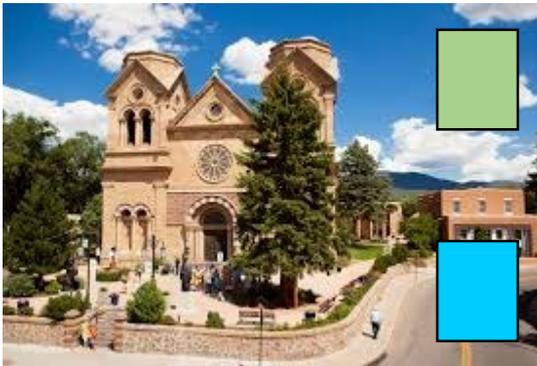
- River
- Midwestern elegance
- Brick
- Classic and charming
- Peaceful
- Traditional



# Example: Santa Fe



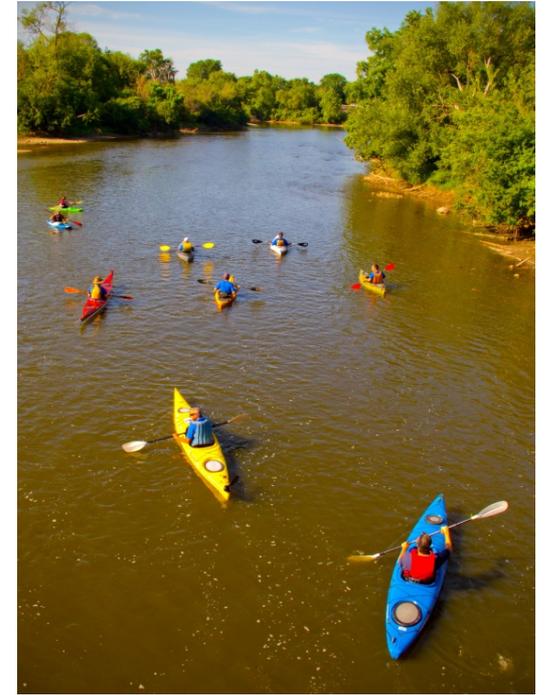
- Pueblo construction
- Soft edges
- Pottery
- Spanish and Mexican history
- Desert / natural materials
- Weathered and worn lines
- Handmade



# Part II: Current state

What we have upon which we would like to build.

# Current Oswego Built and Natural Environment



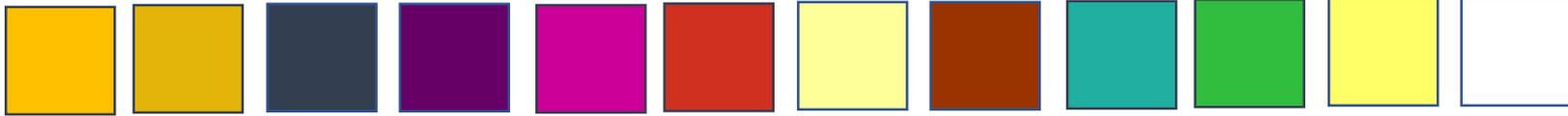
# Current Oswego branding



Both the municipal and marketing identities include:

- Similar colors
- Reference to river, specifically its bend
- Reference to natural elements

# Repeating colors in community events



June 18-21, 2009  
**PrairieFest**  
OSWEGOLAND PARK DISTRICT  
PRAIRIEFEST PARK • ROUTE 71, OSWEGO, IL

Thursday Night Friday Night Saturday Night

Mike & Joe Tin Horse & Infinity Foghat

**EVERYDAY**

- Windy City Amusements
- Main Stage Bands
- Children's Entertainment
- Petting Zoo & Pony Rides
- Food Vendors
- Expo Village & More!

"THE BEST OF TIMES"

OSWEGO COMMUNITY BANK  
OSWEGOLAND PARK DISTRICT

**Beats & Eats**

JOIN US FOR  
**A SUMMER**  
CONCERT SERIES

Premium  
**GOURMET FOOD WINE LOCAL CRAFT BEER**

Live  
**INDIE MUSIC**  
EVERY LAST **SATURDAY** OF  
**MAY, JULY & AUGUST**  
**DOWNTOWN OSWEGO**  
**5PM - 10PM**

Sponsored By

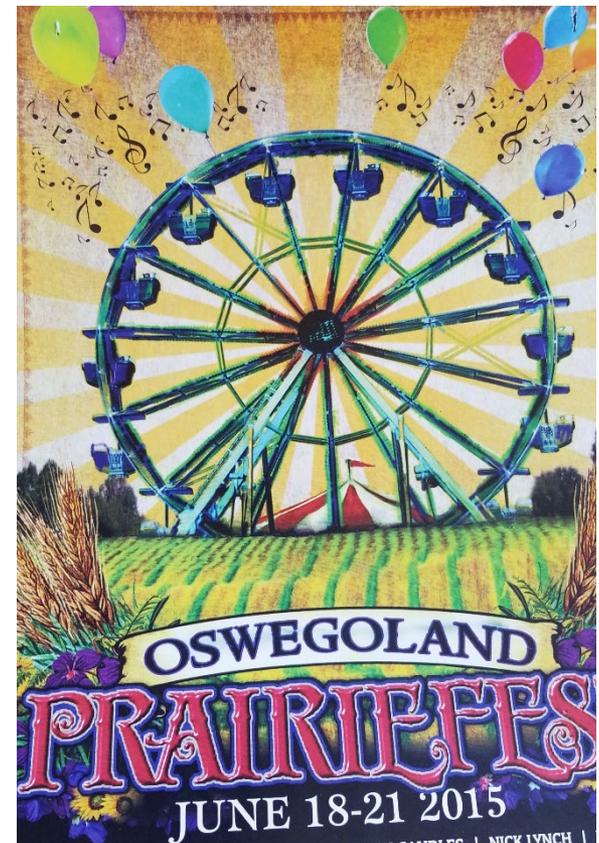
ESP ESTE SPORTS PERSONALITY PREMIER MAILING & PRINTING WEB LINKS Village of Oswego Tourism Bureau Village of Oswego

www.oswego BeatsAndEats.com

OSWEGOLAND  
**PRAIRIEFEST**  
JUNE 18-21 2015

# Repeating themes in community events

- Alternating gold and off-white starburst background
- Wheels feature heavily, whether a Ferris wheel, flower petals around dark center, or the Beats & Eats seal
- Evoke a sense of suspended celebration and nostalgia
- Botanical and agricultural themes include wheat, hops, and flowers
- Curved lines in the stem of flower, banners, or waving cornfield visually dominate



# Repeating themes in community events



# Repeating themes in community events



# Current advertising campaigns

- Warm and playful
- Lots of white and gold
- Movement



# Current descriptors

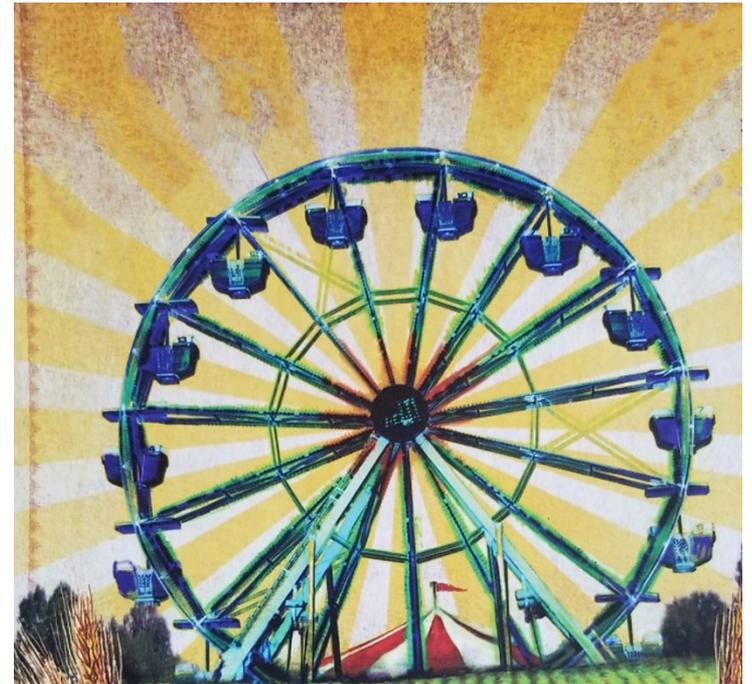
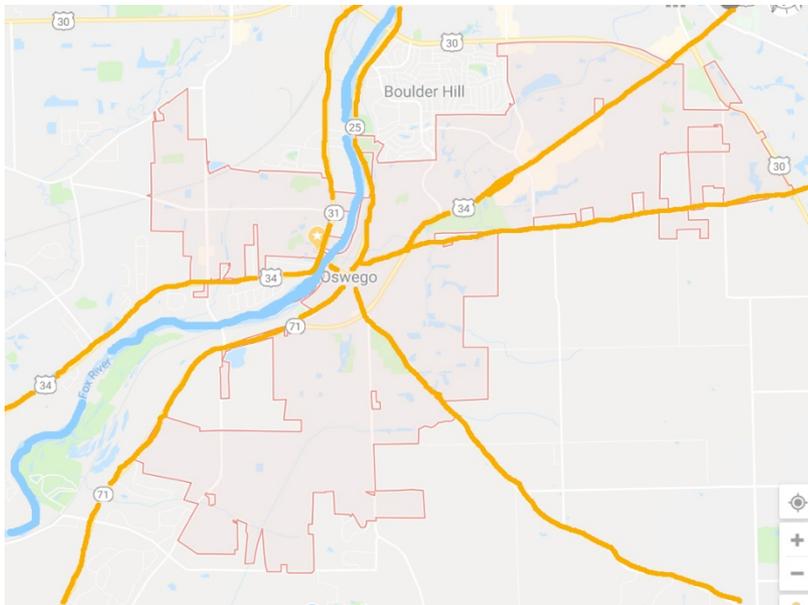
- River, especially the bend or curve
- Natural setting
- Warm
- Gathering, community
- Evoking curiosity, exploration
- Friendly
- Casual
- Old is new again (vintage, chalk paint, reclaimed wood)
- Flowing, organic, fluid
- 'Modern rural'

# Part III: Aspirations and Inspiration for Aesthetic Development

Ideas to develop in future additions to the built environment

# The Hub and Spokes

Oswego is and historically always has been a place of connection, and downtown Oswego aspires to be the hub. This appears in our art, in our geography, and in our strategies for economic development and public art that start with a strong, lively downtown presence, then reach outward to our other corridors and neighborhoods. This idea is particularly important to building an inclusive community that brings all Oswegoans together to interact, regardless of neighborhood or generations in Oswego.



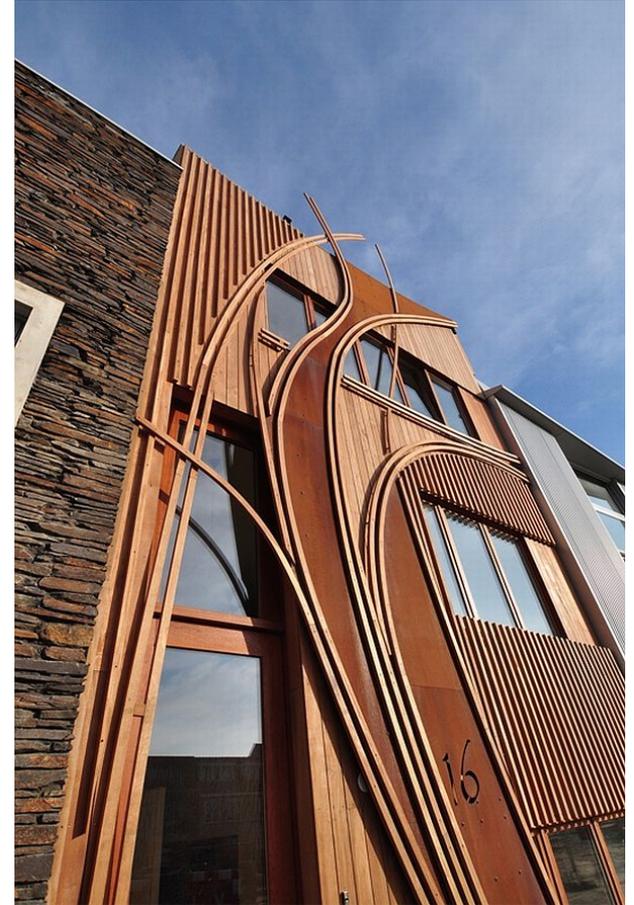
# Evoking curiosity and playfulness

Oswego is and historically always has been a place of connection, and downtown Oswego aspires to be the hub. This appears in our art, in our geography, and in our strategies for economic development and public art that start with a strong, lively downtown presence, then reach outward to our other corridors and neighborhoods.



# The Built and Natural Environment

The best built environments relate to, interact with, and enhance the natural environment.



# Color Story

A more refined take on the colors already present in the build environment.

Colors draw heavily from an 'updated art nouveau' that also incorporates many free-flowing curves and botanical themes.

1890: Innovation, Gilded Age, Art Nouveau, Mauve, Cobalt Blue.



1900: Bungalow Movement, Silent Movies, Immigrants, Cubism, Organic/Simple Décor, Frank Lloyd Wright.



1910: Grand Central Station, Norman Rockwell, WWI, Working Women, Craftsman Style, Home Magazines (E.G., Good Housekeeping), Use Of Bolder, Richer T



# Probably not a fit

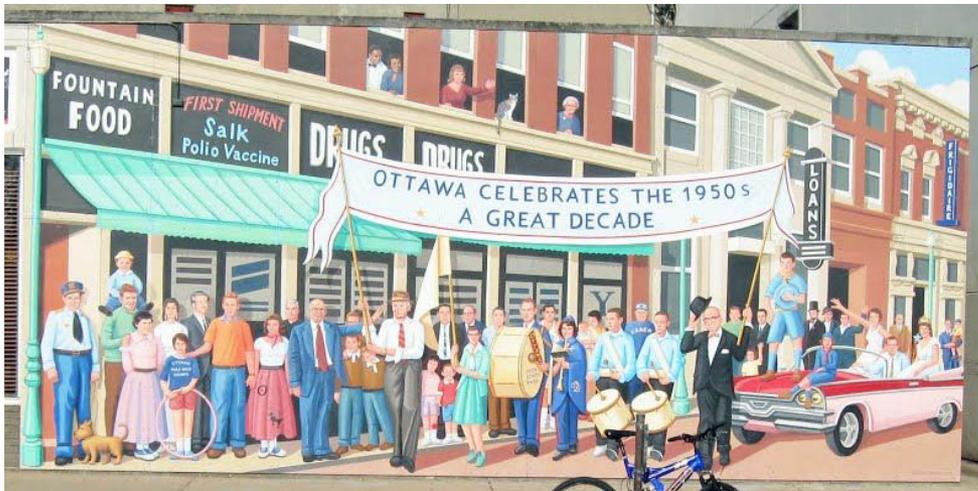
The following are examples of art that may be an excellent fit in other communities' public arts programs but probably do not achieve our current aesthetic goals



Pieces that only depict a moment in the past can feel too static...



Strictly representational art can blend into the background and fail to engage viewers or evoke emotion.



...and can fail to include diverse perspectives.



# We believe public art should...

- Tell a story or convey an idea
- Evoke an emotion
- Be aesthetically interesting: Make viewers pause and engage
- Include different people and perspectives
- Inspire and educate
- Be bold, transformative, and include new ideas, materials and technologies when appropriate