

# **REQUEST FOR PROPOSAL (“RFP”) FOR PHOTOGRAPHY SERVICES**

**Specification No. 105023**

Required for use by:

**CITY OF CHICAGO**  
**(Department of Cultural Affairs and Special Events)**



This RFP distributed by:

**CITY OF CHICAGO**  
**(Department of Cultural Affairs and Special Events)**

All proposals and other communications must be addressed and returned to:

Mark Kelly, Commissioner  
Attention: JT Schwimer, Contract Administrator  
[joshua.schwimer@cityofchicago.org](mailto:joshua.schwimer@cityofchicago.org)  
312-742-3849  
Department of Cultural Affairs and Special Events  
Room 420, Chicago Cultural Center  
78 E. Washington Street  
Chicago, Illinois 60602

**PROPOSALS MUST BE RECEIVED NO LATER THAN 4:00 P.M., CENTRAL STANDARD  
TIME, ON FEBRUARY 28, 2020.**

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**LORI E. LIGHTFOOT**  
**MAYOR**

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**MARK KELLY**  
**COMMISSIONER**

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## **EXHIBITS**

- Exhibit 1: Company/Photographer Profile Information
- Exhibit 2: Company References/Client Profile Information
- Exhibit 3: Cost Proposal
- Exhibit 4: City of Chicago Economic Disclosure Statement and Affidavit
- Exhibit 5: Contract Insurance Requirements and Insurance Certificate
- Exhibit 6: Photography Services Overview and Scope of Services

# REQUEST FOR PROPOSAL (“RFP”)

for

## PHOTOGRAPHY SERVICES

Specification No. 105023

### I. GENERAL INVITATION

#### 1.1 Purpose of the Request for Proposal

The City of Chicago (“City”) Department of Cultural Affairs and Special Events (“DCASE”) invites the submission of proposals to provide photography services for the 2020 season. If you have demonstrated experience providing comparable photo documentation and live event photography services, and are interested in this opportunity, you are invited to respond to this Request for Proposals (“RFP”). The Selected Respondents will be responsible for providing photography services and related services as defined in Exhibit 7 herein (the “Services”) of this Request For Proposals (“RFP”).

This RFP will be used for the selection multiple entities to provide the Services (as defined in Exhibit 7 herein). After the selection pursuant to the selection criteria set forth herein, the selected entities shall enter into a written agreement (“Agreement”) that shall set forth certain generally applicable standard terms and conditions governing the Services for the duration of the term of the relationship (as set forth in Section 2.2 hereof). Such Agreement will be subject to the approval of City Council.

The Services required for this project include many aspects related to providing photography services as described later herein. Respondents must submit proposals which include all aspects of this project. Entities with experience in photo documentation and live event photography services are encouraged to respond to the RFP.

For purposes of this RFP, “**Commissioner**” means the Commissioner of DCASE. “**Department**” means DCASE. “**DPS**” means the Department of Procurement Services. “**Respondent**” means the companies or individuals that submit proposals in response to this RFP. **Selected Respondent** or **Contractor** means the awardee of the contract. The documents submitted in response to this RFP will be referred to as “**Proposals**”.

The Selected Respondent awarded a contract pursuant to this RFP shall perform all applicable duties as outlined in the Scope of Services in Exhibit 7.

The work contemplated is professional in nature. It is understood that the Selected Respondent acting as an individual, partnership, corporation or other legal entity, is of professional status, licensed to perform in the State of Illinois and the CITY OF CHICAGO for all applicable professional discipline(s) requiring licensing and will be governed by the professional ethics in its relationship to the City. It is also understood that all reports, information, or data prepared or assembled by the Respondent under a contract awarded pursuant to this RFP may be made available to any individual organization, under the Freedom of Information Act (FOIA). The Respondent shall be financially solvent and each of its members if a joint venture, its employees, agents or sub-consultants of any tier shall be competent to perform the services required under this RFP document.

### II. SCOPE OF SERVICES

#### 2.1 Description of Services

The Scope of Services that DCASE seeks to acquire is described in Exhibit 7 of this RFP. The Respondent is expected to expand on this scope in the submitted Proposal, incorporating their expertise and proposed method or approach.

## **2.2 Term of Contract**

The initial term of any contract awarded pursuant to this RFP solicitation shall be two (2) years and two (2) optional extension periods of one (1) year each, to be exercised in the sole discretion of the Commissioner. Such contract will be subject to the approval of City Council.

## **III. GENERAL INFORMATION AND GUIDELINES**

### **3.1 Communications between the City of Chicago and Respondents**

#### **A. Submission of Questions or Requests for Clarifications**

**Respondents must communicate only with the Department of Cultural Affairs and Special Events.** All questions or requests for clarification must be in writing, sent by email to [joshua.schwimer@cityofchicago.org](mailto:joshua.schwimer@cityofchicago.org), and directed to the attention of JT Schwimer, Department of Cultural Affairs and Special Events, Room 400 of Chicago Cultural Center and must be received no later than February 14, 2020 at 4:00 p.m. Central Standard Time. No telephone calls will be accepted unless the questions are general in nature.

### **3.2 Deadline and Procedures for Submitting Proposals**

A. To be assured of consideration, Proposals must be received by the City of Chicago, Department of Cultural Affairs and Special Events (Room 400, Chicago Cultural Center) no later than 4:00 p.m. Central Standard Time on February 28, 2020.

B. The City may, but is not required to accept Proposals that are not received by the date and time set forth in Section 3.2.A above. Only the Commissioner is empowered to determine whether to accept or return late Proposals. No additional or missing documents will be accepted after the due date and time, except as may be requested by the Commissioner.

Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent from the deadline requirement. Hand-carried Proposals must be presented to the receptionist located in Room 400, Chicago Cultural Center. The time of the receipt of all Proposals to this RFP will be determined solely by the clock located in Room 400, Chicago Cultural Center. It is Respondent's sole responsibility to ensure that the Proposal is received as required.

C. Proposals must be delivered to the following address:

Mark Kelly, Commissioner  
City of Chicago  
Department of Cultural Affairs and Special Events  
Room 400, Chicago Cultural Center  
78 East Washington Street  
Chicago, Illinois 60602  
Attention: JT Schwimer

D. Respondent must submit 1 hardcopy original, 3 duplicate hardcopies of the Proposal. The original documents must be clearly marked as "ORIGINAL", and must bear the original signature of an

authorized corporate agent on all documents requiring a signature. Respondent must enclose all documents in sealed envelopes or boxes.

- E. The outside of each sealed envelope or package must be labeled as follows:

Proposal Enclosed

Request for Proposals (RFP) for:

Photography Services Specification No.: 105023

**Due: 4:00 p.m., February 28, 2020**

Submitted by: (Name of Respondent)

Package \_\_\_\_ of \_\_\_\_

### 3.3 RFP Information Resources

Respondents are solely responsible for acquiring the necessary information or materials. Information for preparing a response to this RFP can be located in the following areas of the City's website:

- [www.cityofchicago.org](http://www.cityofchicago.org)
- Search MBE/WBE Directory Database
- [www.cityofchicago.org/dcse](http://www.cityofchicago.org/dcse)
- Take out list
- Addendums and Exhibits, if any

### 3.4 Procurement Timetable

The timetable for the RFP solicitation process is summarized below. Note that these are target dates and are subject to change by the City.

Key Activity	Target Date
City Issues RFP	January 27
Questions Due	February 14
Addendum to Answer Questions Available	February 21
Proposals Due	February 28

### 3.5 Confidentiality

Respondent may designate those portions of the Proposal, which contain trade secrets or other proprietary data that must remain confidential. If a Respondent includes data that is not to be disclosed to the public for any purpose or used by the City except for evaluation purposes, the Respondent must:

- A. Mark the title page as follows: "This RFP proposal includes trade secrets or other proprietary data ("data") that may not be disclosed outside the City and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Proposal. The data subject to this restriction are contained in sheets (insert page numbers or other identification)." The City, for purposes of this provision, will include any consultants assisting in the evaluation of Proposals. If, however, a contract is awarded to this Respondent as a result of or in connection with the submission of this data, the City has the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the City's right to use information contained in the data if it is obtained from another source without restriction.

- B. Mark each sheet or data to be restricted with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Proposal."

**All submissions are subject to the Illinois Freedom of Information Act (FOIA).**

#### **IV. PREPARING PROPOSALS: REQUIRED INFORMATION**

**Each Proposal must contain all of the following documents and must conform to the following requirements.**

##### **4.1. Format of Proposals**

Proposals must be prepared on 8 ½" X 11" letter size paper (preferably recycled), printed double-sided, and bound on the long side. The City encourages using reusable, recycled, recyclable and chlorine free printed materials for bids, proposal, reports and other documents prepared in connection with this solicitation. Expensive papers and bindings are discouraged, as no materials will be returned. Submit 1 hardcopy original, 3 duplicate hardcopies.

**Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth in Section 4.2. Each page of the Proposal must be numbered in a manner so as to be uniquely identified. Proposals must be clear, concise and well organized. (e.g., Respondent is strongly discouraged from including advertisement or materials not related specifically to the focus of this RFP.)**

##### **4.2 Required Content of the Proposal**

Respondents are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of this RFP will be cause for rejection of the non-compliant Proposal. Respondent must provide information in the appropriate areas throughout the RFP. While the City recognizes that Respondents provide costs in varying formats, compliance with the enclosed costing structure in Exhibit 3 is required to facilitate equitable comparisons.

The detailed Proposal evaluated by the City must include a response to all requirements in this RFP. By submitting a response to this RFP, you are acknowledging that if your Proposal is accepted by DCASE, your Proposal and related submittals may become part of the contract.

At a minimum, the Proposal must include the following items:

##### **A. Cover Letter**

Respondent(s) must submit a cover letter signed by an authorized representative of the entity committing Respondent to provide the Services as described in this RFP in accordance with the terms and conditions of any contract awarded pursuant to the RFP process. The cover letter must:

- (i) Outline the number of years the entity has been in business, and provide an overview of the experience and background of the entity and its key personnel committed to this project and list each management function it is proposing to perform.
- (ii) Identify the legal name of the entity, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited partnership, etc.), and the names of its principals or partners and authority to do business in Illinois.

- (iii) Indicate the name and telephone number(s) of the principal contact for oral presentation, or negotiations.
- (iv) Acknowledge receipt of Addendum, if any, issued by the City.

**B. Professional Qualifications and Specialized Experience of Respondent and Team Members Committed to this Project**

If Respondent proposes that major portions of the work will be performed by different team members (joint venture partners, subcontractors, etc.), Respondent must provide the required information as described below for each such team member.

**(i) Company/Photographer Profile Information (See Form in Exhibit 1).**

Identify participants in Respondent's "Team." For example if Respondent is a business entity that is comprised of more than one legal participant (e.g., Respondent is a general partnership, joint venture, etc.), then Respondent must identify or cause to be identified all participants involved, their respective ownership percentages, and summarize the role, degree of involvement, and experience of each participant separately.

If Respondent has a prime contractor / subcontractor relationship instead, this information regarding role, involvement and experience is also required for any subcontractor that is proposed to provide a significant portion of the work.

Provide a chronological history of all mergers and / or acquisitions involving the Respondent team members, including all present and former subsidiaries or divisions and any material restructuring activities, if applicable. Include any such forthcoming actions, if such disclosure has already been made generally available to the public and is permitted by law.

If Respondent is a joint venture or partnership, attach a copy of the joint venture or partnership agreement signed by an authorized officer of each partner. Each partner must execute:

- (a) Separate Economic Disclosure Statement and Affidavit ("EDS") completed by each partner and one in the name of the joint venture or partnership as shown in Exhibit 5.
- (b) Insurance certificate in the name of the joint venture or partner business entity.

**(ii) Company Reference / Client Profile Information (See Form in Exhibit 2)**

Respondent must provide at least one (and two additional if available) client references for the services substantially similar to those in Exhibit 7 of this RFP preferably from municipalities of which, the one (and up to 3) reference(s) must be of similar scope and magnitude as described in this RFP. Experience will not be considered unless complete reference data is provided. At a minimum, the following information must be included for each client reference:

- Client name, address, contact person name, telephone and fax number.
- Description of equipment and Services provided similar to the Services outlined in Exhibit 7.



- The date when the Service was implemented.
- The location of the Services.
- Nature and extent of Respondent's involvement as the prime contractor (also indicate area of secondary responsibility, if applicable)
- Identify equipment and Services, if any, subcontracted, and to what other company.
- Nature and extent of Respondent's involvement as the prime contractor (also indicate areas of secondary responsibility, if applicable).
- Contract term (Start and End date, or indicate if currently providing services)
- The total dollar value of the Services.

All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up.

The City may solicit from previous clients, including the City of Chicago, or any available sources, relevant information concerning Respondent's record of past performance.

**(iv) Business License/Authority to do Business in Illinois**

Respondent must provide copies of appropriate licenses or certifications required of any individual or entity generally performing the services described in this RFP in the City of Chicago, County of Cook and State of Illinois, for itself, its partners and its subcontractors, including evidence that Respondent is authorized by the Secretary of State to do business in the State of Illinois. Provide copies with the Proposal submission.

These requirements will vary depending upon the circumstances of each Respondent. See the Department of Business Affairs and Consumer Protection (BACP) website for additional information: [www.cityofchicago.org/businessAffairs](http://www.cityofchicago.org/businessAffairs).

If required by law, Respondents are required to have an Illinois Business License. See the State of Illinois, Department of Business Services website for additional information: [www.cyberdriveillinois.com](http://www.cyberdriveillinois.com) (<http://www.cyberdriveillinois.com/>).

Additionally, visit the State of Illinois' Division of Professional Regulation for information regarding the State of Illinois' Professional Certifications: <http://www.idfpr.com>.

**D. Professional Qualifications and Experience of Key Personnel who will be dedicated to the services described in this RFP.**

For each person identified, describe the following information:

- (i) Respondent must provide a summary of the personnel who will be dedicated to the Services as proposed.
- (ii) Respondent must indicate each person's areas of expertise and which person will have prime responsibility for various tasks or aspects of the services.
- (iii) Respondent must submit resumes or corporate personnel profiles with past experience for each of the key personnel, including a description of their roles and responsibilities on recent projects of similar type, scope, and magnitude relating to the Scope of Services as described in this RFP.

## **F. Cost Proposal**

The respondent is responsible for completing the Cost Proposal, Exhibit 3 that the Respondent proposes as described in Exhibit 7 of the RFP.

All costs must, at a minimum, be provided as requested in Exhibit 3. For purposes of comparing costs between Respondents, Respondents must not deviate from the Cost Proposal outlined in Exhibit 3. The City reserves the right to negotiate final price term and other terms and conditions with selected Respondent. Proposals that fail to include cost proposal information in Exhibit 3 will be rejected as incomplete and deemed non-responsive.

## **H. Economic Disclosure Statement and Affidavit (“EDS”)**

Respondent must submit a completed and executed Economic Disclosure Statement and Affidavit and the Appendix A. **See City of Chicago Online EDS Instructions Exhibit 5**. If Respondent is a business entity other than a corporation, then each member, partner, etc., of Respondent must complete an EDS as applicable, per instructions on the EDS form. In addition, any entity that has an interest in Respondent or in one or more of its members, partners, etc., and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must submit a completed and executed EDS as an “entity holding an interest in an Applicant” as described in the EDS. **All affidavits must be notarized.**

**Subcontractors may be asked, at the City’s discretion, to provide an EDS during the evaluation process.**

## **I. Legal Actions**

Respondent must provide a listing and a brief description of all material legal actions, together with any fines and penalties, for the past 5 years in which (i) Respondent or any division, subsidiary or parent entity of Respondent, or (ii) any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation, has been:

- (i) A debtor in bankruptcy; or
- (ii) A plaintiff or defendant in a legal action for deficient performance under a contract or violation of a statute or related to service reliability; or
- (iii) A respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
- (iv) A defendant in any criminal action; or
- (v) A named insured of an insurance policy for which the insured has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or
- (vi) A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation of a statute or related to service reliability; or
- (vii) A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents. The City reserves the right to request similar legal action information from Respondent’s team members during the evaluation process.

## **J. Insurance**

Prior to contract award, the selected Respondent will be required to submit evidence of insurance in the amounts specified in the attached Exhibit 6.

## **V. EVALUATING PROPOSALS**

### **5.1 Evaluating Proposals**

An Evaluation Committee, which will include the representatives from the Department of Cultural Affairs and Special Events and may include representatives of other departments of the City (“Evaluation Committee” or “EC”) will review and evaluate the Proposals, as described below.

In evaluating Proposals, the EC will first consider the completeness and responsiveness of the Respondent’s Proposal. The RFP proposal evaluation process is organized into three phases:

- Phase I - Preliminary Proposal Assessment
- Phase II - Proposal Evaluation
- Phase III - Site Visits Product/System Demonstration and/or Oral Presentations (if necessary)

#### Phase I - Preliminary Proposal Assessment

Phase I will involve an assessment of the Respondent’s compliance with and adherence to all submittal requirements requested in Section IV. Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may, at the discretion of the EC, be rejected from further consideration due to “non-responsiveness” and rated Non-Responsive. Proposals providing responses to all sections will be eligible for detailed analysis in Phase II, Proposal Evaluation.

#### Phase II - Proposal Evaluation

In Phase II, the EC will evaluate the extent to which a Respondent’s proposal meets the project requirements set forth in the RFP that will include a detailed analysis of the Respondent’s qualifications, experience, proposed implementation plan and other factors based on the evaluation criteria outlined in Section 5.2, Evaluation Criteria.

As part of the evaluation processes, the EC will review the information required by Section IV for each Proposal received. The EC may also review any other information that is available to it, including but not limited to information gained by checking references and by investigating the Respondent’s financial condition.

The City reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its Proposal or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Respondent may void the Proposal and eliminate the Respondent from further consideration.

The City reserves the right to enlist independent consulting services to assist with the evaluation of all or any portion of the Proposal responses as it deems necessary.

### **5.2. Evaluation Criteria**

#### **A. Professional and Technical Competence**

Ability to provide the Services described in the RFP, including capacity to achieve the project goals, objectives and scope of services described in this RFP.

#### **B. Professional Qualifications and Specialized Experience of Respondent and Team Committed to this Project.**

Includes experience in providing management on projects of similar scope and magnitude (e.g., specifically with respect to large public events or festivals). Past and Current Performance of the Respondent (and Team members) on other contracts in terms of quality of services and compliance with performance schedules. The Committee may solicit from current and/or previous clients including the City of Chicago, other government agencies, or any available sources, relevant information concerning the Respondent's record of performance.

- C. Quality, Comprehensiveness and Adequacy of the proposed Project Management/Implementation Plan for providing photography services for DCASE.

The Evaluation Committee will review each Proposal for the Respondent's understanding of the objectives of the services and how these objectives may be best accomplished. Each Respondent will be evaluated on their overall strategy, methodology, timetable, and approach to meeting the City's requirements.

- D. Cost Proposal and detailed Site Conceptual Plan Exhibit 3. The City will consider the competitiveness, adequacy and creativity of proposed plans for photography services.
- E. The level, relevancy and quality of participation by MBE/WBE firms certified by the City of Chicago. It should be noted that non-responsiveness to this requirement may be cause for the prospective Respondent to be disqualified.
- F. Legal Actions - The EC will consider any legal actions, if any, against Respondent and any division, subsidiary or parent company of Respondent, or against any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation.
- G. Financial Stability – The EC will consider the financial condition of Respondent. Respondent must be financially stable to ensure performance over the duration of the contract.
- H. Compliance with Laws, Ordinances, and Statutes – The EC will consider Respondent's compliance with all laws, ordinances, and statutes governing the contract. See City of Chicago EDS Instructions and Form, Exhibit 5.
- I. Conflict of Interest – The EC will consider any information regarding Respondent, including information contained in Respondent's Proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise Respondent's ability to satisfactorily perform the proposed Services or undermine the integrity of the competitive procurement process. If any Respondent has provided any services for the City in researching, consulting, advising, drafting or reviewing of this RFP or any services related to this RFP, such Respondent may be disqualified from further consideration.

## **VI. SELECTION PROCESS**

After the Evaluation Committee ("EC") completes its review of Proposals in Phase II, it may submit to the Commissioner a recommended short list of Respondents (Phase III), or the EC may forego Phase III and submit a recommendation to select one or more Respondents or a recommendation to reject any or all Proposals.

### Phase III- Site Visit, Product/System Demonstration and/or Oral Presentations

If the EC submits a short list of Respondents for further review, then, in the sole discretion of the Commissioner, those short-listed Respondents may be subject to a site visit, product/system demonstration and/or invited to appear before the Evaluation Committee for an oral presentation; to clarify in more detail information what was submitted in Respondent's Proposal; and/or to ask Respondent to respond to

additional questions. Afterwards, the Evaluation Committee will make a final evaluation, including a final ranking of the Respondents, and will submit a recommendation to select a Respondent to the Commissioner of the Department of Cultural Affairs and Special Events.

The recommendation will be forwarded to the Commissioner of the Department of Cultural Affairs and Special Events for concurrence and authorization to enter into contract negotiations with the selected Respondent.

The City will require the selected Respondent to participate in contract negotiations. The City's requirement that the selected Respondent negotiate is not a commitment by the City to award a contract. Time is of the essence. If the City determines that it is unable to reach an acceptable contract with the selected Respondent, including failure to agree on a fair and reasonable cost proposal for the Services or any other terms or conditions, the Commissioner of the Department of Cultural Affairs and Special Events may terminate negotiations with the selected Respondent, and negotiate with any of the other qualified Respondents, until such time as the City has negotiated a contract meeting its needs.

The City reserves the right to terminate this RFP solicitation at any stage if the Commissioner determines this action to be in the City's best interests. The receipt of Proposals or other documents will in no way obligate the City of Chicago to enter into any contract of any kind with any party.

## **VII. ADDITIONAL DETAILS OF THE RFP PROCESS**

### **7.1 Addenda**

If it becomes necessary to revise or expand upon any part of this RFP, an addendum will be sent electronically to all of the prospective Respondents listed on the "Take Out Sheet" prior to the Proposal due date. A copy of addenda associated with this RFP specification number will also be posted on the City of Chicago's Department of Cultural Affairs and Special Events website and may be downloaded in lieu of being sent the addendum. Prospective Respondents are listed on the Take Out Sheet when they pick-up a copy of the RFP package in Room 400, 78 East Washington Street and leave a business card, e-mail [joshua.schwimer@cityofchicago.org](mailto:joshua.schwimer@cityofchicago.org) or register their company online at [www.cityofchicago.org/dcse](http://www.cityofchicago.org/dcse) as having downloaded a copy of the RFP prior to the Proposal due date. Each addendum is incorporated as part of the RFP documents, and the prospective Respondent should acknowledge receipt.

Respondents are solely responsible for acquiring the necessary information or materials from Department of Cultural Affairs and Special Events.

Copies of the take-out list, pre-proposal conference attendees and any addenda, are available the Internet at the Department of Cultural Affairs and Special Events website:  
<http://www.cityofchicago.org/dcse>

The addendum may include, but will not be limited to, the following:

1. Responses to questions and requests for clarification sent to the Department of Cultural Affairs and Special Events according to the provisions of Section 3.1.A herein; or
2. Responses to questions and requests for clarification raised by the deadline for submission of questions.

### **7.2 City's Rights to Reject Proposals**

The City of Chicago, acting through its Commissioner of the Department of Cultural Affairs and Special Events, reserves the right to reject any and all Proposals that do not conform to the requirements set forth in this RFP; or that do not contain at least the information required by Section IV. If no Respondent is selected through this RFP process, then the Commissioner of the Department of Cultural Affairs and Special Events may utilize any other procurement method available under the Municipal Purchasing Act and the Municipal Code of Chicago, to obtain the Services described here.

### **7.3 No Liability for Costs**

The City is not responsible for costs or damages incurred by Respondents, member(s), partners, subcontractors or other interested parties in connection with the RFP process, including but not limited to costs associated with preparing the Proposal and of participating in any conferences, site visits, product /system demonstrations, oral presentations or negotiations.

### **7.4 Prohibition on Certain Contributions – Mayoral Executive Order No. 11-4**

Pursuant to Mayoral Executive Order No. 11-4, from the date of public advertisement of this request for qualifications/proposals/information through the date of award of a contract pursuant to this request for qualifications/proposals/information, Respondent, any person or entity who directly or indirectly has an ownership or beneficial interest in Respondent of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Respondent's proposed Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Respondent and all the other preceding classes of persons and entities are together, the "Identified Parties") must not: (a) make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee; (b) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (c) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (d) bundle or solicit others to handle contributions to the Mayor or to his political fundraising committee;

If Respondent violates this provision or Mayoral Executive Order No.11-4 prior to the award of an agreement resulting from this request for qualifications/proposals/ information, the Chief Procurement Officer may reject Respondent's proposal.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which is then delivered by one person to the Mayor or to his political fundraising committee.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:

1. The partners have been residing together for at least 12 months.

2. The partners have common or joint ownership of a residence.
3. The partners have at least two of the following arrangements:
  - a. joint ownership of a motor vehicle;
  - b. a joint credit account;
  - c. a joint checking account;
  - d. a lease for a residence identifying both domestic partners as tenants.
4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended.

Any contract awarded pursuant to this solicitation will be subject to and contain provisions requiring continued compliance with Executive Order 2011-4.

## 7.5 **False Statements**

### (a) 1-21-010 False Statements

Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than \$500.00 and not more than \$1,000.00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

### (b) 1-21-020 Aiding and Abetting.

Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

### (c) 1-21-030 Enforcement.

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

## 7.6 **Multi Project Labor Agreement (PLA)**

The City has entered into the PLA with various trades regarding projects involving construction, demolition, maintenance, rehabilitation, and/or renovation work, as described in the PLA, a copy of which may be found on the City's website at: <http://www.cityofchicago.org/dam/city/depts/dps/RulesRegulations/Multi-ProjectLaborAgreement-PLAandSignatoryUnions.pdf>.

To the extent that any work by a Contractor or its contractors involves a project that is subject to the PLA, the Contractor must acknowledge familiarity with the requirements of the PLA and its applicability to Work under any agreement resulting from this RFP, and shall comply in all respects with the PLA.

## **Title VI Solicitation Notice**

The City in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. SS 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.



**EXHIBIT 1**  
**COMPANY/PHOTOGRAPHER PROFILE INFORMATION**

**Submit a completed company/photographer profile information sheet for prime, each joint venture partner and subcontractor(s), as applicable.**

- (1) Legal Name of Firm: \_\_\_\_\_
- (2) Doing Business under Other Company Name?  
If yes, Name of Company: \_\_\_\_\_
- (3) Headquarters Address: \_\_\_\_\_
- (4) City, State, Zip Code: \_\_\_\_\_
- (5) Web Site Address: \_\_\_\_\_
- (6) Proposed Role:    ☐ Prime            ☐ Subcontractor/Subconsultant            ☐ Joint Venture Partner  
                         ☐ Supplier or    ☐ Other: \_\_\_\_\_
- (7) Number of Years in Business: \_\_\_\_\_
- (8) Total Number of Employees: \_\_\_\_\_
- (9) Total Annual Revenues separated by last 3 full fiscal years: \_\_\_\_\_
- (10) Major Products and/or Services Offered:  
\_\_\_\_\_  
\_\_\_\_\_
- (11) Other Products and/or Services: \_\_\_\_\_  
\_\_\_\_\_
- (12) Briefly describe your firm's approach to providing photography services for a client:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (13) Briefly describe your firm's demonstrated experience in providing photography services for clients:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT 2**  
**COMPANY REFERENCES/CLIENT PROFILE INFORMATION**

**Submit a completed client profile information sheet for each company reference. Provide a minimum of three (3) references.**

(1) Client Name: \_\_\_\_\_

(2) Address: \_\_\_\_\_

(3) City, State, Zip Code: \_\_\_\_\_

(4) Project Manager: \_\_\_\_\_

(5) Telephone Number: \_\_\_\_\_

(6) E-mail: \_\_\_\_\_

(7) Number of Employees in Client Organization: \_\_\_\_\_

(8) Project Scope of Services/Goals: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(9) Contract Award Date: \_\_\_\_\_ Cutover Date: \_\_\_\_\_

(10) Initial Contract Amount: \$\_\_\_\_\_ Final Contract Amount: \$\_\_\_\_\_

(11) Describe how the photography services goals were met. What was the outcome of the services? Attach additional pages, as necessary.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(12) Discuss significant obstacles to implementation and how those obstacles were overcome:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(13) Is the client still utilizing your company as a service provider for providing photography services?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(14) What was the fee structure of the contract? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### **EXHIBIT 3 COST PROPOSAL**

#### **PHOTOGRAPHY SERVICES FEES**

Hourly rates are fully-loaded and shall include all ancillary costs (labor, fuel, personnel, mileage, etc.).

#### **CATEGORY A – PHOTO DOCUMENTATION**

Event Fee	\$_____/hour
Editing Fee (1-25 Images)	\$_____/image
Editing Fee (26-50 Images)	\$_____/image
Editing Fee (51-75 Images)	\$_____/image
Editing Fee (76-100 Images)	\$_____/image
Editing Fee (101+ Images)	\$_____/image

#### **CATEGORY B – LIVE EVENTS**

Event Fee	\$_____/hour
Editing Fee (1-25 Images)	\$_____/image
Editing Fee (26-50 Images)	\$_____/image
Editing Fee (51-75 Images)	\$_____/image
Editing Fee (76-100 Images)	\$_____/image
Editing Fee (101+ Images)	\$_____/image

**Proposer Name:** \_\_\_\_\_

Authorized By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### **EXHIBIT 4 CITY OF CHICAGO ONLINE ECONOMIC DISCLOSURE STATEMENT INSTRUCTIONS**

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP), THE RESPONDENT(S) SHALL SUBMIT 2 DOCUMENTS: 1) A **"CERTIFICATE OF FILING"** EVIDENCING COMPLETION OF YOUR ONLINE EDS AND 2) AN EXECUTED **ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT** SIGNED BY AN AUTHORIZED OFFICER BEFORE A NOTARY.

**1. ONLINE EDS FILING**

**1.1. ONLINE EDS FILING REQUIRED PRIOR TO RESPONSE DUE DATE**

The Respondent shall complete an online EDS prior to the response due date. A Respondent who does not file an electronic EDS prior to the response due date may be found non-responsive and its response rejected. If you are unable to complete the online EDS and print a Certificate of Filing prior to the response due date, the City will accept a paper EDS provided written justification is provided explaining your good faith efforts to complete it before the response due date and the reasons why it could not be completed.

**NOTE: ALWAYS SELECT THE "CONTRACT" (NOT UPDATE) BOX WHEN COMPLETING AN ONLINE EDS TO ENSURE A NEW CONTRACT SPECIFIC ONLINE EDS IS CREATED RELATED TO THE SOLICITATION DOCUMENT. CLICKING THE UPDATE BOX ONLY UPDATES PREVIOUS EDS INFORMATION.**

**1.2. ONLINE EDS WEB LINK**

The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

**1.3. ONLINE EDS NUMBER**

Upon completion of the online EDS submission process, the Respondent will be provided an EDS number. Respondent should record this number here:

EDS Number: \_\_\_\_\_

**1.4. ONLINE EDS CERTIFICATION OF FILING AND ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT**

Upon completion of the online submission process, the Respondent will be able to print a hard copy Certificate of Filing. The Respondent should submit the signed Certificate of Filing and Attachment A, Online EDS Acknowledgement form with its response. Please provide your Certification of Filing and Attachment A, Online EDS Acknowledgement with your Proposal (see Section 4.2.I). A Respondent who does not include a signed Certificate of Filing and/or Attachment A, Online EDS Acknowledgement form with its response must provide it upon the request of the Commissioner.

**1.5. PREPARATION CHECKLIST FOR REGISTRATION**

To expedite and ease your registration process, we recommend that you collect the following information prior to registering for an Online EDS user account:

	1. Invitation number, if you were provided an invitation number.
	2. EDS document from previous years, if available.
	3. Email address to correspond with the Online EDS system.
	4. Company Information:
	a. Legal Name
	b. FEIN/SSN
	c. City of Chicago Vendor Number, if available.
	d. Address and phone number information that you would like to appear on your EDS documents.
	e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or

	the first person that registers for your company.
--	---------------------------------------------------

## 1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

To expedite and ease your EDS submission, we recommend that you collect the following information prior to updating your EDS information online.

Items #1 through #7 are needed for both EDS information updates and contract related EDS documents:

- \_\_\_\_\_ 1. Invitation number, if you were provided with an invitation number.
- \_\_\_\_\_ 2. Site address that is specific to this EDS.
- \_\_\_\_\_ 3. Contact that is responsible for this EDS.
- \_\_\_\_\_ 4. EDS document from previous years, if available.
- \_\_\_\_\_ 5. Ownership structure, and if applicable, owners' company information:
  - \_\_\_\_\_ a. % of ownership
  - \_\_\_\_\_ b. Legal Name
  - \_\_\_\_\_ c. FEIN/SSN
  - \_\_\_\_\_ d. City of Chicago Vendor Number, if available.
  - \_\_\_\_\_ e. Address
- \_\_\_\_\_ 6. List of Commissioners, officers, titleholders, etc. (if applicable).
- \_\_\_\_\_ 7. For partnerships/LLC/LLP/Joint ventures, etc.:
  - \_\_\_\_\_ a. List of controlling parties (if applicable).

Items #8 and #9 are needed ONLY for contract related EDS documents:

- \_\_\_\_\_ 8. Contract related information (if applicable):
  - \_\_\_\_\_ a. City of Chicago contract package
  - \_\_\_\_\_ b. Cover page of City of Chicago bid/solicitation package
  - \_\_\_\_\_ c. If EDS is related to a mod, then cover page of your current contract with the City.
- \_\_\_\_\_ 9. List of subcontractors and retained parties:
  - \_\_\_\_\_ a. Name
  - \_\_\_\_\_ b. Address
  - \_\_\_\_\_ c. Fees – Estimated or paid

## 1.7. EDS FREQUENTLY ASKED QUESTIONS

**Q: Where do I file?**

A: The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

**Q: How do I get help?**

A: If there is a question mark on a page or next to a field, click on the question mark for help filling out the

page or field. You may also consult the User Manual and the Training Videos available on the left menu.

**Q: Why do I have to submit an EDS?**

A: The Economic Disclosure Statement (EDS) is required of applicants making an application to the City for action requiring City Council, City department or other City agency approval. For example, all bidders seeking a City contract are required to submit an EDS. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

**Q: Who is the Applicant?**

A: "Applicant" means any entity or person making an application to the City for action requiring City Council or other City agency approval. The applicant does not include owners and parent companies.

**Q: Who is the Disclosing Party?**

A: "Disclosing Party" means any entity or person submitting an EDS. This includes owners and parent companies.

**Q: What is an entity or legal entity?**

A: "Entity" or "Legal Entity" means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

**Q: What is a person for purposes of the EDS?**

A: "Person" means a human being.

**Q: Who must submit an EDS?**

A. An EDS must be submitted in any of the following three circumstances:

<b>Applicants:</b>	An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
<b>Entities holding an interest:</b>	Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
<b>Controlling entities:</b>	Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

**Q: What information is needed to submit an EDS?**

A: The information contained in the Preparation Checklist for EDS submission.

**Q: I don't have a user ID & password. Can I still submit an Online EDS?**

A: No. You must register and create a user ID and password before submitting an Online EDS.

**Q: What information is needed to request a user ID & password for Online EDS?**

A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.

**Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in**

**the Online EDS with that account?**

A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering "Yes" to "Is this an existing City of Chicago user ID?" when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.

**Q: I don't have an email address. How do I submit an Online EDS?**

A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as [www.hotmail.com](http://www.hotmail.com) or [www.yahoo.com](http://www.yahoo.com) or [rmail.google.com](http://rmail.google.com) to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.

**Q: I forgot my user ID. Can I register again?**

A: No. If you are the EDS Captain of your organization, please contact the Department of Procurement Services at 312-744-4900. If you are an EDS team member, contact your EDS Captain, who can look up your user ID.

**Q: Who is the EDS Captain?**

A: The EDS Captain is a person who performs certain administrative functions for an organization which files an EDS. Each organization registered with the Online EDS has at least one EDS Captain. There may be co-captains, who are all equal. EDS Captains approve new users, change contact information for an organization, and de-active accounts of employees who have left the organization. Please see the User Manual for more information.

**Q: Why do we need EDS Captains?**

A: The Online EDS is designed to be a self-service web application which allows those doing or seeking to do business with the City to perform as many routine functions as possible without City intervention. Because many organizations have multiple staff filing an EDS, the EDS Captain role allows those organizations to self-manage the contact information and users.

**Q: Who is the EDS team?**

A: The EDS team for an organization is everyone who is registered to file an EDS on behalf of the organization.

**Q: I forgot my password. What should I do?**

A: To retrieve a temporary password, click the "Forgot your password?" link on the login page. Enter your user ID that you provided when you registered your account. The system will automatically generate a temporary password and send it to you. When you log-in with your temporary password, you will be asked to create a new password.

**Q: How do I complete an Online EDS?**

A: Click on "Create New" after logging in. The Online EDS system will walk you through the EDS questions. Please see the User Manual for details.

**Q: How do I fill out a Disclosure of Retained Parties?**

A: There is no longer a separate Disclosure of Retained Parties filing. After logging in, click on "Create New". Answer (click) "Contract" to "Is this EDS for a contract or an EDS information update?" Click "Fill out EDS", and click on the "Retained Parties" tab. When finished, click on "Ready to Submit."

**Q: How do I attach documents?**

A: Attachments are discouraged. If at all possible, please provide a concise explanation in the space provided in the online form. Attachments with pages of officers are not acceptable. Names of officers must be typed into the system. If you must provide an attachment for another reason, please send it to your City of Chicago contact (contract administrator or negotiator for procurements) and they will attach it for you. Documents can be sent in PDF (preferred), Word, or paper format.

**Q: Who can complete an Economic Disclosure Statement online?**

A: Any authorized representative of your business with a user ID and password can complete your EDS

online. One person, such as an assistant, can fill in the information and save it, and another person can review and electronically sign the Online EDS.

**Q: What are the benefits of filing my Economic Disclosure statement electronically?**

A: Filing electronically reduces the chance of filing an incomplete EDS and speeds up the processing of contract awards. A certificate of filing can be printed at the completion of the process and inserted into your bid package. The biggest benefit for those who frequently do business with the City is that after the first EDS, each EDS is much easier to fill out because non-contract specific information is pre-filled from the last submitted EDS.

**Q: Will my information be secure?**

A: Yes. When making your internet connection to our Web Server, you will connect through a Secure Socket Layer (SSL for short) to the "Online EDS" login page. All information you type will be protected using strong encryption. Within the login page, you will provide us with a user ID, password, and secret question for user authentication. Only you will have knowledge of this unique identification information.

**Q: I am filing electronically. How do I sign my EDS?**

A: Once you have completed the EDS, you will be prompted to enter your password and answer to your secret question. Together, these will serve as your electronic signature. Although you will also print and physically sign an EDS certification of filing as a notice that your EDS was filed, your EDS is complete as a legal document with only the electronic filing.

**Q: My address has changed. How can I update my information?**

A: You must be an EDS Captain for your organization to update this. Log-in and click on "Vendor Admin, Site Administration." Select the appropriate site and click edit.

**Q: I have more questions. How can I contact the Department of Procurement Services?**

A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Time.

**Q: Can I save a partially complete EDS?**

A: Yes. Click "Save". To avoid data loss, we recommend you save your work periodically while filling out your EDS.

**Q: Do I have to re-type my information each time I submit an EDS?**

A: No. The system will remember non-contract specific information from your last submitted EDS for one year. This information will be filled-in for you in your new EDS. You will have an opportunity to correct it if it has changed since your last filing. When you submit your new EDS, the information is saved and the one-year clock begins running anew.

**Q: What are the system requirements to use the Online EDS?**

A: The following are minimum requirements to use the Online EDS:

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at [www.adobe.com/products/reader/](http://www.adobe.com/products/reader/)
- Your web browser is set to permit running of JavaScript.
- Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.
- Your monitor resolution is set to a minimum of 1024 x 768.
- While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plugin version 9 or higher, speakers, and sound. Please note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plugin free at <http://get.adobe.com/flashplayer>

The Online EDS has been tested on Internet Explorer 6.0 and 7.0 and Firefox 2.0 and 3.0 on Windows XP



and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.

**ATTACHMENT A  
ONLINE EDS ACKNOWLEDGEMENT**

The undersigned, hereby acknowledges having received Specification No. 023117 containing a full set of RFP Documents, including, Addenda Numbers (none unless indicated here) \_\_\_\_\_, and affirms that the Respondent shall be bound by all the terms and conditions contained in the RFP Documents, regardless of whether a complete set thereof is attached to this response.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line, (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line, and (3) further warrants that, as of the date of submission of this response, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other respondent or prospective respondent or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among respondents and has not disclosed to any person, firm or corporation the terms of this proposal or the price named herein.

COMPANY NAME: \_\_\_\_\_  
(Print or Type)

AUTHORIZED OFFICER SIGNATURE: \_\_\_\_\_

TITLE OF SIGNATORY: \_\_\_\_\_  
(Print or Type)

BUSINESS ADDRESS: \_\_\_\_\_  
(Print or Type)

State of \_\_\_\_\_ (Affix Corporate Seal)

County of \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as President (or other authorized officer) and \_\_\_\_\_ as Secretary of \_\_\_\_\_ (Company Name)

Notary Public Signature: \_\_\_\_\_ (Seal)

**EXHIBIT 5**  
**INSURANCE REQUIREMENTS**  
**Department of Cultural Affairs and Special Events**  
**Photography Services**

**A. INSURANCE REQUIRED**

Contractor must provide and maintain at Contractor's own expense, during the term of the Contract and during the time period following expiration if Contractor is required to return and perform any work, services or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Contract.

- 1) Workers Compensation and Employers Liability (Primary and Umbrella)  
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work, services or operations under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit; and \$1,000,000 disease each employee, or the full per occurrence limits of the policy, whichever is greater.

- 2) Commercial General Liability (Primary and Umbrella)  
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City and other entities as required by City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

- 3) Automobile Liability (Primary and Umbrella)  
When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the Contractor with limits of not less than \$1,000,000 per occurrence or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. The City is to be added as an additional insureds on a primary, non-contributory basis.

- 4) Professional Liability  
When any professional consultants perform work, services, or operations in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include, but not be limited to, technology errors and omissions. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

- 5) Valuable Papers

When any plans, media, reports, records, books, files and/or other documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever and must have limits sufficient to pay for the re-creation and reconstruction of such records.

6) Property

Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

**B. Additional Requirements**

Evidence of Insurance. Contractor must furnish the City, Department of Cultural Affairs and Special Events, 78 E. Washington, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Contractor must submit evidence of insurance prior to execution of Contract. The receipt of any certificate does not constitute Contract by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

**Contractor must identify project title on the certificate of insurance.**

1. Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this Contract. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to suspend this Contract until proper evidence of insurance is provided, or the Contract may be terminated.
2. Notice of Material Change, Cancellation or Non-Renewal. Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.
3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.
4. Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of subrogation and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).
5. Contractors Insurance Primary. All insurance required of Contractor under this Contract must be endorsed to state that Contractor's insurance policy is primary and non-contributory with any insurance carrier by the City.

6. No Limitation as to Contractor's Liabilities. The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.
7. No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Contract.
8. Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.
9. Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and must be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage must be available to the City.
10. Joint Venture or Limited Liability Company. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.
11. Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.
12. Insurance required of Subcontractors. Contractor must name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor must determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required on an additional insured endorsement form acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.
13. City's Right to Modify. Notwithstanding any provisions in the Contract to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

## **EXHIBIT 6**

### **PHOTOGRAPHY SERVICES**

#### **CONTRACTOR RESPONSIBILITIES**

Contractor to shoot and edit photographs for a variety of DCASE programming needs, including but not limited to live events and festivals at Millennium Park, Grant Park, and locations around the City, as well as photo documentation of images for visual and public art, including exhibitions at the Chicago Cultural Center, works from the Public Art Collection across the City, and other special projects.

*Respondents must indicate whether they wish to be considered for contract award for Photo Documentation or for Live Events (or for both) photography services.*

#### **KEY ACTIVITIES**

##### **PHOTO DOCUMENTATION**

- Work with designated DCASE staff member in advance of event to discuss the exhibit and/or artwork(s) to be photographed, including determining an approximate number of photographs to be captured.
- Edit images.
- Deliver image files to DCASE in a method to be agreed upon in advance with DCASE staff liaison (i.e. electronically, flash drive, etc.) and in file formats to be agreed upon in advance with DCASE staff liaison.

##### **LIVE EVENTS**

- Work with designated DCASE staff member in advance of event to discuss the scope of programming and specific programmatic elements and people to capture.
- Capture images of live events for a duration to be confirmed in advance in writing with DCASE staff.
- Coordinate with on-site DCASE staff liaison, as necessary.
- Edit images.
- Deliver photographs to DCASE as agreed upon in advance with DCASE staff liaison (i.e. electronically, flash drive, etc.).

##### **ADDITIONAL REQUIREMENTS**

- Contractor will provide samples of work and references for photographing works of art, both in a studio setting as well as in the context of exhibition installation photos.
- Contractor is responsible for providing, setting up, and removing all equipment from a site.
- Contractor is not entitled to onsite storage, and must seek permission in advance if needed.
- DCASE maintains all rights to images by Contractor, including with respect to raw and unedited images. Contractor may request permission from DCASE to use images solely for their personal portfolio and must always use crediting language as agreed upon with DCASE.
- Contractor's responsibilities shall not include collection of any necessary waivers.

##### **IMAGE SELECTION**

- Contractor shall provide all raw/unedited images to DCASE staff liaison to review and determine which images shall be processed/edited. Contractor and DCASE staff liaison will determine a mutually agreed upon delivery date for final edits based on image quantity.

## PROJECT EXPENSES

- Hourly Event fee is inclusive of all expenses including, but not limited to, travel expenses (gas, parking, etc.), equipment rental, etc. and will only be applicable to the hours of the Event.
- Editing fee shall be based on the total number of images DCASE has selected to be processed/edited.

## 2020 PROJECTED EVENTS

- The following are projected Events for which photography services will be necessary. This list is subject to change.
  - Installation images for sixteen (16) exhibitions in the Chicago Cultural Center, Expo 72 and the Chicago Gallery at the Historic Water Tower in 2020. Exact dates/times TBD.
  - Installation images for 10+ public artworks, locations vary across the City in 2020. Exact dates/times TBD.
  - Chicago Legacy Festival Events May-June 2020 6 dates and times TBD.
  - Millennium Park Music Series 10 events dates and times TBD.
  - Year of Chicago Music June Festival 10 events dates and times TBD.

## CONTRACT AWARD AND ORDER FOR SERVICES

- DCASE intends to award up to 10 (ten) contracts for the provision of photography services for each of the Photo Documentation and for the Live Events service groups. At such time that DCASE wishes to order services from a Contractor, DCASE will request such services, in writing, from the most highly-ranked Contractor in the group corresponding to the project for which the services are sought. If that Contractor is unavailable to provide the services on the date(s) requested, DCASE will request such services, in writing, from the second most highly-ranked Contractor in that group, and continuing with this process, until an available Contractor is identified to provide the services.