REQUEST FOR RESPONSE ("RFP") FOR

TECHNICAL ASSISTANCE & PROGRAM PROVIDERS

Specification No. 9225002

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 Responses and other communications must be addressed and returned to:

Erin Harkey, Commissioner

Attention: Meida McNeal, Senior Manager, Art & Community Impact Investments DCASE.ExecAdmin@cityofchicago.org

> Department of Cultural Affairs and Special Events Room 250, Chicago Cultural Center 78 E. Washington Street Chicago, Illinois 60602

RESPONSES MUST BE RECEIVED NO LATER THAN 4:59 P.M., CENTRAL STANDARD TIME, ON WEDNESDAY, DECEMBER 6, 2023.

BRANDON JOHNSON MAYOR

ERIN HARKEY
COMMISSIONER

OVERVIEW OF DEPARTMENT

The City of Chicago Department of Cultural Affairs and Special Events (DCASE) supports artists and cultural organizations, invests in the creative economy, and expands access and participation in the arts throughout Chicago's 77 neighborhoods. As a collaborative cultural presenter, arts funder, and advocate for creative workers, our programs and events serve Chicagoans and visitors of all ages and backgrounds, downtown and in diverse communities across our city — to strengthen and celebrate Chicago. DCASE produces some of the city's most iconic festivals, markets, events, and exhibitions at the Chicago Cultural Center, Millennium Park, and in communities across the city — serving a local and global audience of 25 million people. The Department offers cultural grants and resources, manages public art, supports TV and film production and other creative industries, and permits special events throughout Chicago.

PROGRAM DESCRIPTION

The COVID-19 pandemic has placed unprecedented strain on the arts and cultural community. The arts include bringing people together for live, shared experiences – activities that were impossible with the restrictions on gatherings to prevent the spread of COVID-19. The pandemic continues to affect participation in the arts. Arts organizations were some of the last businesses to reopen and have had to drastically rethink audience engagement, capacity, seating, staging and more. Over the past two years, the Department of Cultural Affairs & Special Events (DCASE) budget has provided \$36M in new arts and culture investments, including a \$10M annual increase to the Cultural Grants Program and \$16M in American Rescue Plan (ARP) funds, supported by Mayor Lori Lightfoot's recognition that the arts are essential to the city's recovery on both an economic and a social level. The additional funding has led to a 200% increase in general operating support for arts nonprofits, a 60% increase in average grant size through Individual Artists Program, 60% of which were made to BIPOC artists and grants awarded in all 50 wards. As part of the Chicago Recovery Program, DCASE has distributed its funding allotment between two primary ARP initiatives: Together We Heal Creative Place and the Arts Relief & Works Fund.

The City of Chicago acting through the Department of Cultural Affairs and Special Events ("DCASE") is seeking consultants with experience in providing technical assistance, research, evaluation, and expertise in marketing and communications for the creative industries. Consulting services will supplement the City's internal resources and assist the City in supporting Chicago's arts and culture grant recipients of the Together We Heal Creative Place Program and the Chicago Arts Recovery Program (CARP), an initiative of the Arts Relief & Works Fund. Selected Respondents will be awarded a Delegate Agency Agreement with scope of work in Categories of (1) Community Marketing & Design, Category (2) Evaluation & Research Provider(s), and/or Category (3) Technical Assistance Providers ("RFP").

DELEGATE QUALIFICATIONS

- Be knowledgeable in City of Chicago art sector
- Have organizational capacity to carry out the activities of the category applied for
- Have experience in successfully delivering similar activities previously
- Demonstrate experience and a strong record of managing large dollar value awards
- Must be an organization, business, team or individual with at least two years of experience providing successful management and oversight of one or more of the service categories

PROGRAM DESIGN

The selected delegate organizations will be expected to design and deliver activities related to their appropriate Category. There are three categories of services for which DCASE seeks to contract, described in detail in Exhibit A of this RFP. The selected delegate agencies are expected to state which category is of interest and expand on the scope in the submitted response, incorporating their qualifications and capacity to perform the duties as described in the scope categories. Each of the categories of work has distinct budget allocations, contract sizes will depend on the number of respondents selected to lead each category of work. The program plans associated with each category will be developed by the selected respondents and DCASE upon initiation of the contract, one or more delegate agency may be hired for each category.

- Category (1) Community Marketing & Design. \$100,000 will be awarded to one consultant.
- Category (2) Evaluation & Research. \$100,000 will be awarded to one consultant.
- ➤ Category (3) Technical Assistance for TWHCP and CARP. Various consultants will be hired for a total of \$525,000 \$575,000 in services.

Delegate agencies are responsible for maintaining communication with DCASE representatives to provide ongoing updates on project activities.

Delegate agencies will receive a one-year contract.

All proposed programs must follow American Rescue Plan Act (ARPA) eligibility guidelines.

REPORTING REQUIREMENTS

The selected delegate organization may be required to maintain a range of requested data (such as contact hours with grantees or number of community or City partners) using a City-approved platform to submit reports, including impact data, to the City. The selected delegate organization will be required to provide all data in a dynamic file type, such as Microsoft Excel. Additionally, the selected delegate organization must attend regularly scheduled check-in meetings to update DCASE on the ongoing effectiveness of the program. The selected delegate organization will be required to submit a final report including, but not limited to, summary of project outcomes (proposed vs. actual), lessons learned, and project execution template within the required timeframe.

The selected delegate organization is required to keep detailed records on costs, in addition to any other record keeping required for compliance with federal requirements related to the American Rescue Plan Act.

SELECTION PROCESS

An Evaluation Committee will review and evaluate the Responses. The Evaluation committee is a panel of reviewers comprised of DCASE staff with diverse experience and skillsets. Consideration is given to creating a review team with demographics appropriate for each discipline and reflective of the city, including artistic expertise, gender, geographic knowledge of the city, and cultural understanding. Reviewers are charged with reviewing eligible proposals, providing extensive comments on each application, and assigning numerical scores using the program Review Criteria outlined in this guideline packet.

The City will notify Respondents of the Final ranking of the most highly qualified Respondents. The City then will commence negotiations with the most highly qualified Respondents for the scope category. If the City is unable to negotiate a satisfactory contract with such Respondent, the City shall terminate such negotiations and undertake negotiations with the next most qualified Respondent, continuing the process until an agreement is reached.

SCORING CRITERIA

There will be a three-step evaluation process which includes a review of submitted materials, followed by an interview for select finalists.

Phase I: Eligibility Review

Phase II: Application Material Review

Phase III: Interviews

<u>Phase I</u>: The DCASE team will review all submitted applications to ensure they have met the minimal eligibility criteria and align with program focus areas. Those which do not meet the criteria will not move forward in the review process.

<u>Phase II</u>: Respondents will be vetted by the Evaluation Committee through the a preliminary assessment, in order to determine the finalists to be **interviewed**. The preliminary assessment will be based on an application rating (on a scale up to 40 points).

- (10 points) <u>Professional qualifications</u> demonstrated in a dynamic portfolio of past work that includes arts services, skills, and content expertise in project management, community focused marketing and audience development, and/or project evaluation.
- (10 points) A range <u>of creative and administrative skills</u> applicable to the development and execution of consulting projects, including budget and timeline management.
- (10 points) A <u>commitment to equity and access</u>, as demonstrated through past work and leadership.
- (10 points) A <u>demonstrated ability to communicate</u> in ways that are compelling and meaningful to diverse audiences.

<u>Phase II</u>: Select respondents will be invited to interview with representatives of the Evaluation Committee. At this stage respondents will be rated based on the criteria listed below (on a scale up to 30 points).

- (10 points) Approach to professional development and technical assistance
- (10 points) Understanding of Chicago Arts Sector
- (10 points) Approach to collaboration and co-creation of programs

PROPOSED CONTRACT TERM

The anticipated start date of the contract is October 2023 with an end date of December 2024 at the discretion of the City based on the availability of funds, the need to extend services, and the respondent's performance. This initiative is funded by the American Recovery Plan with the US Department of Treasury.

REQUIRED PROPOSAL CONTENT

Respondents are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of this RFP is a cause for rejection of the non-compliant Response. Respondent must provide information in the appropriate areas throughout the RFP.

The detailed Responses 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 Response is accepted by DCASE, your Response and related submittals may become part of the contract.

- **I. Incorporation Materials.** For nonprofit entities, the most recent 501(c)(3) determination letter. For business entities, a copy of the business license.
- II. Certificate of Good Standing. Submit a copy of the entities certification of good standing with the Secretary of State of Illinois. This applies to all organization and business applicants, inclusion LLCs. The electronic Corporation File Detail Report will suffice, which you can download from the Secretary of State website.
- III. **Board of Directors List.** Submit a one-page listing of board of directors including their professional affiliations, places of employment, and titles.
- **IV. Financials.** Respondents must provide 2 years of financial documents. This includes final income statements and balance sheets.
- V. **Key Personnel Biographies.** A one-to-two-page document containing brief paragraph descriptions of the people who will play a key role in executing this project.
- VI. Letter of Interest. The letter of interest should be no more than 6 pages and include the following:
 - General Contact Information (name, address, phone, email)
 - If applicable, business or organization information (EIN, website, email, etc.)
 - Website and social media handles (as applicable)
 - Consulting Opportunity Area(s) to which you are applying (Category (1), Category (2), and/or Category (3) as indicated in **Exhibit A**)
 - Narrative Response Questions:

- Describe your experience managing projects relevant to the consulting opportunities described above, and/or providing arts services in public spaces, indicating in what capacity you provided services (500 words maximum)
- Describe your experience serving and providing culturally equitable services within communities of diverse backgrounds, including, but not limited to race, ethnicity, gender, and sexual orientation (500 words maximum)
- Describe your design and implementation plan for the consulting opportunities you have an interest/expertise in leading (Technical Assistance, Community Marketing & Design, Cohort Facilitation, and/or Evaluation & Research). (500 words maximum).
- VII. CV/Resume for all Consultant Leads. A CV/Resume needs to be provided for all consultants collaborating on this project. Include a list of prior projects, experience, education, credentials, etc. showing that the minimum requirements for past work are met.
- VIII. Work Samples. Work Samples should represent the respondent's ability to perform the projects of interest in the Scope of Services. Provide samples of past projects and services that demonstrate project management capacity and content expertise, preference given for projects that show the ability project-manage for arts-related ventures. Include project reports (with descriptions, titles, dates, locations, clients/agencies, etc.), project summaries with photographs or relevant media links that demonstrate the aforementioned skill sets.
- **IX. References.** Provide phone and email references for at least three (3) references who can speak to their experience working with you on projects completed within the past five (5) years.
- **X. Individual / Company Profile Information (Exhibit E).** Provide information about the individual or entities applying, along with requested information.
- XI. Contract Insurance Requirements and Insurance Certificate (Exhibit F). Respondent must include a statement that they can comply with the City's insurance requirements, as detailed in Exhibit F.
- XII. Economic Disclosure Statement and Affidavit (Exhibit G). Provide a Certificate of Filing, per instructions on Exhibit G.
- XIII. Sexual Harassment Policy Affidavit (Exhibit H). Provide a signed copy of the affidavit attached in Exhibit H.
- **XIV. Description of Rates (Optional).** Provide a description of how your entity determines rates or fees for services rendered, this can include a sample rate sheet for past programs offered.

SUBMITTAL INFORMATION

All Proposals submitted to the City are subject to the Freedom of Information Act. The City will make the final determination as to whether information, even if marked "confidential", will be disclosed pursuant to a request under the Freedom of Information Act or valid subpoena. Respondent agrees not to pursue any cause of action against the City with regard to disclosure of information.

To be assured of consideration, Proposals must be received by the City of Chicago, Department of Cultural Affairs and Special Events by email to DCASE.ExecAdmin@cityofchicago.org, with the subject line "RFP Response for Technical Assistance & Program Providers Requisition 9225002."

No additional or missing documents will be accepted after the due date and time, except as may be requested by the Commissioner.

Note that emailed proposals must include the response in one .pdf file. Shared files (Google Drive, Dropbox, etc.) cannot be accepted.

RFP DUE DATE/SUBMISSION LOCATION

Proposal materials are due no later than 4:59 p.m. Central Standard Time on **Wednesday, December 6, 2023.**

PROGRAM CONTACT

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 DCASE.ExecAdmin@cityofchicago.org.

ADDITIONAL DETAILS OF THE RFP PROCESS

I. City's Rights to Reject Responses

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 Responses 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.

II. 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 Response and of participating in any conferences, site visits, product /system demonstrations, oral presentations or negotiations.

III. 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 Responses/information through the date of award of a contract pursuant to this request for Responses/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 Responses/information, the Chief Procurement Officer or Commissioner may reject Respondent's Response.

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 their 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:

- 1. they are each other's sole domestic partner, responsible for each other's common welfare; and
- 2. neither party is married; and
- 3. the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- 4. 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
- 5. 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:
 - i. joint ownership of a motor vehicle;
 - ii. a joint credit account;
 - iii. a joint checking account;
 - iv. 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.

IV. 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, Response, 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)

V. 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 §§ 2000d to 20000d-4) and the Regulations, hereby notifies all Respondents 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.

VI. Policy Prohibiting Sexual Harassment (Section 2-92-612 of the Chicago Municipal Code)

Contractor shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in the form of the "Sexual Harassment Policy Affidavit" **Exhibit F** attached hereto) that Contractor has a written policy prohibiting sexual harassment that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; and (iii) the legal recourse available for victims of sexual harassment.

VII. Indebtedness

DCASE is unable to contract with an entity that has outstanding, existing debt with the City of Chicago. We will require you to complete a debt check authorization as part of the contracting process. Please set up payment plans or pay off any existing debt (parking tickets, utility bills, etc.) with the Department of Finance:

www.chicago.gov/city/en/depts/fin.html

EXHIBIT A SCOPE OF SERVICES

The City of Chicago acting through the Department of Cultural Affairs and Special events ("DCASE") is looking for experienced arts and/or nonprofit consultants to provide technical services and program support for the Together We Heal Creative Place Program and the Chicago Arts Recovery Program. Selected respondents will be responsible for coordinating and managing any subcontractors that are needed to fulfill the required scope of work.

- Together We Heal Creative Place Program (CPP) supports artists in designing and implementing art projects that promote healing and transformation in Chicago's neighborhoods, with a focus on communities disproportionately impacted by the COVID-19 pandemic and systemic racism.

 More information is provided in Exhibit B.
- The <u>Chicago Arts Recovery Program (CARP)</u> supports arts organizations in examining and addressing ongoing challenges brought on or exacerbated by the COVID-19 pandemic. DCASE produced a series of convenings, input sessions and public surveys to help determine priorities for existing and new grant programs and strategies, leading to CARP's final focus areas. This program is supported by federal funding awarded to the City of Chicago by the US Treasury through American Rescue Plan Coronavirus State and Local Fiscal Recovery Funds.

 More information is provided in Exhibit C.

Respondents with expertise and demonstrated experience in managing arts projects, working with creative communities and offering professional development projects, and with an interest in making their services available to the City of Chicago, are invited to respond to this **RFP**. Respondents can apply for one or more of the three (3) scope categories as described in further detail in the Scope of Services.

Category (1) Community Marketing & Design Providers for Together We Heal Creative Place

DCASE seeks a community-oriented marketing or media consultant to design and implement a plan to engage communities, promote events, and share the accomplishments of the TWHCP projects. The consultant will document and collect project updates, images, videos, testimonials, and interviews and other relevant information to create media friendly features of the 48 grantees as they conduct their projects from ideation through execution in 2023-2024. Feature formats may include photos, interviews, written features, short videos and audio clips, and other forms of dynamic media.

Consultant(s) will provide:

- Advisement on community engagement design and strategies for specific grantee projects as needed.
- Create and implement documentation plan for TWHCP grantees to create narrative content that documents the creative process from engagement to implementation.
- Lead and coordinate overall TWHCP program marketing strategy in collaboration with DCASE marketing and program administrators.

- Lead the design and implementation of a social media strategy for TWHCP in consultation with DCASE's Marketing and Communications team.
- Create and manage a public facing web portal for TWHCP, including a calendar of grantee events and a map of projects.
- Generate press releases and schedule media interviews, as needed, in consultation with DCASE's Marketing and Communications team.
- Work with DCASE program administrators and larger consultant team to co-plan and participate in annual cohort gatherings.
- Work with evaluations and research providers to produce a final public facing summary in the form of a report and/or video that documents the projects and their outcomes.

Category (2) Evaluation & Research Provider(s) for Together We Heal Creative Place

A key component of the TWHCP program is the collaboration between artists and community stakeholders to create projects that strengthen the economic, physical, and social character of a neighborhood or place. DCASE seeks an evaluation and research consultant to support in measuring the impact of the projects across Chicago neighborhoods.

Consultant(s) will provide:

- Meet with project grantees and stakeholders to learn about their project intentions, goals, and work timelines. There may be an opportunity to collaborate with the Community Marketing & Design Consultant with this objective.
- Work with DCASE program administrators to design reporting protocols and instruments for grantee quarterly, interim, and final reporting.
- Work with DCASE program administrators to capture brief project updates along with interim and final reports. Project updates should include accomplishments, changes to timelines, progress on goals, etc.
- Work with DCASE and OERJ program administrators to design and coordinate annual site visits to share project progress.
- Work with DCASE and OERJ program administrators and consultant team to co-plan and participate in annual cohort gatherings.
- Work with Community Marketing & Design Consultant to illuminate project data and learnings for the public in dynamic ways.
- Analyze and interpret all the data collected to produce a final written report that summarizes
 the data and elevates key statistics that are relevant to program and policy makers,
 philanthropic stakeholders, and other funders.
- Work with DCASE and OERJ program administrators and larger consultant team to create a dynamic final public sharing of the report.

<u>Category (3) Technical Assistance for Together We Heal Creative Place and Chicago Arts Recovery</u> <u>Program</u>

DCASE seeks technical assistance consultants who will provide expertise and services to help grantees manage projects through one-on-one technical advice and troubleshooting, skill building workshops, resource sharing, peer learning and sharing of project results, best practices, and models, and opportunities for grantees to connect and collaborate. Preliminary skill development areas are listed below, however, additional areas may be sought out or recommended by program grantees of DCASE OERJ staff.

- Community Engagement Design and Strategies
- Navigating City Regulations (navigating processes, contracting, and resources)
- Project & Fiscal Planning/management
- Accessibility Standards
- > Technical and financial advisement for building & space improvements
- Marketing and Audience Development
- Facility Access and Management
- Technology
- Workforce supports
- Strategic & Operational planning

Consultant(s) will provide:

- Provide direct facilitation, consultation, and small group support for grantees (one on one consultation, cohort meetings, peer to peer learning, small group sessions/office hours).
- Manage sub-contractors as necessary for workshop facilitation.
- Workshop coordination and facilitation in grantees' identified areas of need.
- Participate in co-planning and in annual cohort gatherings.
- Develop toolkits and other resource guides to help grantees implement their ideas.
- Chicago Arts Recovery Program consultant will work with grantees to produce reports, presentations, convenings and sharable resources for the full Chicago arts landscape.

EXHIBIT B

TOGETHER WE HEAL CREATIVE PLACE PROGRAM DESCRIPTION (TWHCP)

The Together We Heal Creative Place Program recognizes the importance of the arts in promoting health, healing, and safety for communities. The COVID-19 pandemic exposed the systemic racism in Chicago's economic and public health system that created the underlying conditions of low-income communities experiencing a disproportionate rate of infections and mortality.

Together We Heal began the Year of Healing 2022 which aims to advance three core goals:

- 1) Reflect on our past Seeking to educate and engage about past and present racial injustices and structures of racial inequality.
- 2) Reclaim our present Seeking to bring community members together to identify lessons learned of the past that will inform new values and norms that shift power.
- 3) Reimagine our future Seeking to vision a more inclusive future state and design policies and practices that produce and sustain more equitable outcomes.

Programming Supports

A basic structure exists for the project engagement cohorts and technical assistance program support. Consultants submitting project proposals for TWHCP should plan their responding materials with the below structure in mind.

- **Engagement Cohorts:** Grantees will be organized primarily into smaller cohorts organized by geographic proximity to share resources, learnings, and challenges as they design and implement their projects. These smaller cohorts will meet twice a year.
- Technical Assistance will be organized into several components:
 - Peer exchange: Two annual gatherings (Fall 2023, Summer 2024) of the whole grantee cohort to come together to share big insights and progress on projects. This will also be an opportunity to pair up for some peer exchange conversations, creating space for current grantees to network and learn from each other. Organized thematically around common questions, project activities, or community characteristics, these gatherings are an opportunity to celebrate and connect with cohort peers.
 - <u>Creative Place workshop lab</u>: A series of workshops (between 8-12) will be offered on topics relevant to grantees' creative placemaking projects such as community engagement design, accessibility standards, engaging contractors, etc.
 - Office Hours: Monthly office hours will be offered for grantees to drop in and ask questions. Office hours serve as a consistent place to discuss projects in a more informal environment and, possibly, with particular thematic foci (e.g., activating vacant lots, integrating arts into community gardening, program and space planning, etc.)
 - <u>Creative Place Toolkits:</u> Shared flexible resource guides over the course of the program designed to help recenter artists and residents within creative placemaking projects,

offering practical and tactical advice on topics like partnership, community engagement, marketing, and evaluation.

- One on one project consultation: Grantees will be able to reach out to the lead technical
 assistance provider for inspiration, advice, and help troubleshooting any questions for
 specific needs that arise as they produce their projects (each grantee will be allowed to 2
 contact hours per year in direct consultation support)
- <u>Site Visits:</u> Annual visits to share progress on projects and programming with DCASE/OERJ and the Mayor's Office. This will also be an opportunity to document and share project milestones and activity with the public.

EXHIBIT C CHICAGO ARTS RECOVERY PROGRAM (CARP) DESCRIPTION

The first of several programs to be administered under the Artist Relief & Works Fund Initiative is the Chicago Arts Recovery Program, provides resources to arts organizations to examine and address ongoing challenges brought on or exacerbated by the COVID-19 pandemic. Project grants will be awarded to nonprofit arts organizations, aligned with their identified needs. The program supports projects that have potential to impact the rebuilding and recovery of Chicago's arts and culture sector at large. As a component of the program, evaluation and peer learning will be activated to support in sharing project results, best practices, and models that can best help the field. Grant recipients receive support for specified focus areas aligned with harms related to the COVID-19 pandemic, as listed below.

- 1) Marketing and audience development
- 2) Facility access and management
- 3) Technology
- 4) Workforce Supports
- 5) Strategic and Operational Planning

Programming Supports

Grantees will have the option of joining learning cohorts with other grantees receiving support. The timeline, structure, content, and share-out format for the learning cohort processes will be customized based on the selected grantees' needs and capacity and developed by a team of consultants/facilitators to be selected via a City RFP process later in 2023. Grantees participating in learning cohorts will receive additional funding for participation in quarterly forums with peers executing similar projects to inform collective progress towards challenges identified.

Following are some examples of the types of projects we might support under each learning cohort focus area:

- Marketing and audience development: New models for memberships, subscriptions and/or ticket pricing structures; Developing systems and processes for collecting and analyzing data on audiences; Community input sessions and audience engagement efforts to support diverse, program development; Collective strategies for re-engaging audiences and promoting arts activities and brand awareness through social media and OOH campaigns; Collaborative incentive strategies for new and returning audiences; Building neighborhood-focused arts districts by connecting programming and sharing resources; New arts education program models to engage specific age groups or student populations.
- Facility access and management: Initiatives through which facility managers and owners give artists and companies access to studio and performance space; Feasibility studies to assess capacity to acquire or update facilities, and to identify buildings that could be converted to arts facilities; Research that identifies supports needed to sustain, rebuild or restore cultural assets in neighborhoods; Cultural asset mapping; Public facility and resource listings; Small capital projects to increase safety of facilities and/or to address deferred maintenance; Funding for organizations to access space for rehearsals, performances and exhibitions to expand their capacity to develop work, produce, and engage audiences.

- Technology: Sustaining digital and virtual programming formats; Development or exploration of new, replicable art forms/media that can be accessed virtually; Development of replicable earned revenue/sponsorship strategies for arts organizations' virtual experiences; Purchase of equipment needed for virtual programming; Hiring technicians/staff/consultants with digital expertise; Accessibility services and devices.
- Workforce Supports: Employee recruitment and retention efforts; Efforts to support staff
 wellness and healing; Initiatives that offer career training and opportunities for emerging artists,
 technicians and administrators; Restructuring business models and pay scales; Initiatives to
 increase access to employment opportunities for people with 6 disabilities; Collaborative efforts
 to establish benefit structures for artists; Research that provides data about inequities in the
 industry.
- Strategic and Operational Planning: Strategic planning processes for organizations looking to
 redefine their missions, goals and/or business models; Reassessing, developing, and redefining
 revenue streams for organizations primarily funded through fees from schools, rentals, and
 more; The development of partnerships, collectives or consortiums to share resources, staff
 and/or assets; Cross-sector collaborations to integrate arts and culture into broader community
 goals; Replicable models for collaborations across disciplines, sizes and sectors that could
 strengthen arts industry business models.

EXHIBIT D AMERICAN RESCUE PLAN ACT (ARPA)

ARPA Funding Category: 2.36 – Aid to Other Impacted Industries

This project is supported in whole by federal assistance listing number 21.027 awarded to the City of Chicago by the US Treasury through the American Rescue Plan Coronavirus State and Local Fiscal Recovery Funds.

Expenditure Restrictions

- Fundraising events, religious ceremonies or events, lobbying or campaigning for a candidate or a ballot issue.
- Investment management costs
- Fines, penalties, or settlements
- Food and beverages
- Vehicle rental of any kind
- Travel expenses.

EXHIBIT E INDIVIDUAL / COMPANY PROFILE INFORMATION

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

(1)	Legal Name of Firm or Individual:				
(2)	Doing Business under Other 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)	Ownership percentages (if applicable):				
(8)	Number of Years in Business:				
(9)	Total Number of Employees:				
(10)	Total Annual Revenues separated by last 3 full fiscal years:				
(11) Major Products and/or Services Offered:					
(12)	Other Products and/or Services:				

EHIBIT F CONTRACT INSURANCE REQUIREMENTS AND INSURANCE CERTIFICATE

A. COVERAGE

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

Grantee may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

1) Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident; \$500,000 disease-policy limit; and \$500,000 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 for 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 must be provided additional insured status with respect to liability arising out of Grantee'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 Grantee's acts or omissions, whether such liability is attributable to Grantee 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. Grantee'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, Grantee must maintain Automobile Liability Insurance 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 insured on a primary, non-contributory basis.

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

5) Professional Liability

When any project managers/administrators, loan/financial professionals or other professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work or services related to the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

6) Commercial Crime

Grantee must provide Commercial Crime coverage or equivalent covering all loss or Damage by employee dishonesty, robbery, burglary, theft, destruction or disappearance, Computer fraud, credit card forgery and other crime related risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected or received under this Agreement and in the possession of Grantee at any given time. Coverage must include but not be limited to, third party fidelity coverage including loss due theft and must not contain a requirement for arrest and/or conviction.

B. ADDITIONAL REQUIREMENTS

Evidence of Insurance. Grantee must furnish the City, Department of Cultural Affairs and Special Events, 78 E Washington Street, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, 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 Agreement. Grantee must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. 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 Grantee, 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. Grantee must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Grantee for liabilities which may arise from or relate to the Agreement.

Failure to Maintain Insurance. Failure of Grantee to comply with required coverage and terms and conditions outlined herein will not limit Grantee's liability or responsibility nor does it relieve Grantee of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Grantee 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.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Grantee.

Waiver of Subrogation. Grantee hereby waives its rights 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 Agreement. Grantee 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 Grantee's insurer(s).

Grantee's Insurance Primary. All insurance required of Grantee under this Agreement shall be endorsed to state that Grantee's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Grantee's Liabilities. The coverages and limits furnished by Grantee in no way limit the Grantee's liabilities and responsibilities specified within the Agreement or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Grantee under this Agreement.

Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

Insurance and Limits Maintained. If Grantee maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Grantee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Grantee is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Grantee. If Grantee desires additional coverages, Grantee will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Grantee shall name Subcontractor(s) as a named insured(s) under Grantee's insurance or Grantee 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 and Professional Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Grantee. Grantee shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Grantee 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. Grantee 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, Grantee 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 Grantee's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

EXHIBIT G

ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS) AND APPENDIX A INSTRUCTIONS

When submitting your response to this request for Proposal (RFP), the Respondent(s) shall submit a "Certificate of Filing" evidencing completion of your online EDS.

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 <u>CONTRACT SPECIFIC</u> 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://webapps1.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 Certificate of Filing form with its response. Please insert your Certification of Filing following the Cover Letter. See Section VIB.10, Required Contents of Proposal in the RFP. A Respondent who does not include a Certificate of Filing 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://webapps1.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:

	An Applicant must always file this EDS. If the Applicant is a legal entity,
Applicants:	state the full name of that legal entity. If the Applicant is a person acting
	on his/her own behalf, state his/her name.
Entities holding an	Whenever a legal entity has a beneficial interest (E. G. direct or indirect
interest:	ownership) of more than 7.5% in the Applicant, each such legal entity
interest.	must file an EDS on its own behalf.
	Whenever a Disclosing Party is a general partnership, limited
	partnership, limited liability company, limited liability partnership or
Controlling entities:	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 login 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 or www.yahoo.com or rnail.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.comlproducts/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 htty://get.adobe.comiflashplayer

The Online EDS has been tested on Internet Explorer 6.0 and 7.0 and Firefox 2.0 and 3.0 on Windows XIP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.

EXHIBIT H SEXUAL HARASSMENT POLICY AFFIDAVIT

The policy prohibiting sexual harassment as described in Section 2-92-612 of the Municipal Code of Chicago ("MCC") is applicable to contracts paid from funds belonging to or administered by the City.

In accordance with requirements set forth in Section 2-92-612 of the MCC, Contractor hereby attests that Contractor has a written policy prohibiting sexual harassment that includes, at a minimum, the following information:

- (i) the illegality of sexual harassment;
- (ii) the definition of sexual harassment; and
- (iii) the legal recourse available for victims of sexual harassment.

Contractor understands that it may be required to produce records to the Commissioner to verify the information provided.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of Contractor, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Co	ontractor:
	(Print or Type)
Signature o	of Authorized Officer:
	(Signature)
Title of Sigr	natory:
	(Print or Type)
State of	
County of _	
Sign	ned and sworn (or affirmed) to before me on (date) by (name/s of person/s making statement).
(Sig	gnature of Notary Public)
(Se	al)