

**REQUEST FOR PROPOSAL ("RFP") FOR
CENTRALIZED WAV TAXICAB DISPATCH SERVICE**

Required for use and distributed by:

CITY OF CHICAGO
(Department of Business Affairs and Consumer Protection)



**All RFP proposals and communications must be sent via email to
BACPPV@CITYOFCHICAGO.ORG
with email subject heading "RFP for Centralized WAV Taxicab Dispatch"**

Department of Business Affairs and Consumer Protection
Public Vehicles Operations
312-746-4200
2350 W. Ogden, First Floor
Chicago, IL 60608

The Department of Business Affairs and Consumer Protection will hold a
Virtual Pre-Proposal Conference on June 27, 2024 at 11 a.m. Central Time (CT)
Attendance is Non-Mandatory, but encouraged.

**PROPOSALS MUST BE RECEIVED NO LATER THAN
AUGUST 12, 2024 by 11:59 p.m. Central Time (CT)**

BRANDON JOHNSON
MAYOR

KENNETH J. MEYER
COMMISSIONER, BACP

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REQUEST FOR PROPOSAL (“RFP”)
for
CITY OF CHICAGO CENTRALIZED WHEELCHAIR ACCESSIBLE VEHICLE (“WAV”)
TAXICAB DISPATCH SERVICE

I. GENERAL INVITATION

The City of Chicago (the “City”) acting through its Department of Business Affairs and Consumer Protection (“BACP”) invites the submission of proposals in response to this Request for Proposals (“RFP”) for the operation of a centralized dispatch service for City of Chicago licensed wheelchair accessible vehicle (“WAV”) taxicabs.

For purposes of this RFP, “**Commissioner**” means the Commissioner of BACP. “**Department**” means BACP. “**Respondent**” means the companies or individuals that submit proposals in response to this RFP. “**Selected Respondent**” or “**Contractor**” means the chosen awardee. “**Proposal**” will refer to the documents submitted in response to this RFP.

By submitting a Proposal in Response to this RFP, Respondents agree that, if selected, they will meet the requirements described in this RFP and comply with all applicable laws, including rules and regulations promulgated by the Commissioner.

II. BACKGROUND

Pursuant to Section 9-112-570 of the Municipal Code, the City is authorized to regulate a centralized dispatch service for wheelchair accessible taxicabs.

The purpose of this RFP is to identify an entity to provide such dispatch services, which, in addition to providing a means of summoning WAV taxicabs by telephone, will include the provision of an application to hail WAV taxicabs electronically (“E-Hail WAV Taxicab Dispatch App” or “Application” or “App”). The entity awarded the contract to provide centralized wheelchair accessible taxicab dispatch service must have a physical office located in the City’s corporate limits.

Historical data relating to Centralized WAV Taxicab Dispatch activity are provided in Exhibit 1-A, Historical Data.

Nothing in this RFP should be construed to permit or encourage Respondents to assign penalties to taxicab drivers.

III. GENERAL INFORMATION AND GUIDELINES

3.1 Communications Between the City of Chicago and Respondents

(a) Submission of Questions or Requests for Clarifications

All questions or requests for clarification must be submitted in writing via email to BACPPV@cityofchicago.org with email subject heading "RFP for Centralized WAV Taxicab Dispatch" before Thursday, July 11, 2024 - 4:00 p.m. CT. Respondents are encouraged, but not required, to submit questions four (4) days prior to the scheduled Pre-Proposal Conference. No telephone calls will be accepted unless the questions are general in nature.

All RFP communications to BACPPV@cityofchicago.org must include emailer's name, email address, phone number, title, and company/organization/association name they represent.

(b) Pre-Proposal Conference

The City will hold a Pre-Proposal Virtual Conference on Thursday, June 27, 2024 at 11 a.m. (CT). Parties interested in bidding on this RFP are urged to attend the virtual conference.

The City requests that all parties planning on attending the Pre-Proposal Virtual Conference register in advance by emailing BACPPV@cityofchicago.org with subject line "RFP Pre-Proposal Virtual Conference Registration" before June 26, 2024 - 2:00 p.m. CT. Links to Virtual Conference will be emailed to registrants before the conference time. The email communication shall include the name, email address, phone number, title, and company/organization/association name of each attendee.

The City will answer questions and clarify the terms of the RFP at the Pre-Proposal Conference. The City may respond both to questions posed on the day of the conference and to questions emailed prior to the deadline for receipt of questions per Section 3.1.A.

3.2 Deadline and Procedures for Submitting Proposals

To be assured of consideration, Proposals must be received by the City of Chicago at the email address listed below no later than Monday, August 12, 2024 before 11:59 p.m. (CT).

The City may, but is not required to accept Proposals that are not received by the date and time set forth above. Only the Commissioner has the authority to determine whether to accept or return late Proposals. It is the Respondent's sole responsibility to ensure that the Proposal is received as required.

Proposals must be delivered to the following email address:

BACPPV@CITYOFCHICAGO.ORG

with subject line of "RFP for Centralized WAV Taxicab Dispatch Proposal"

Respondent must submit: (1) one electronic searchable pdf format copy and (2) one electronic redacted pdf format copy.

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: [Chicago.gov/PublicVehicles](https://chicago.gov/PublicVehicles) - then scroll down and click the "[Chicago Wheelchair Accessible Taxicabs \(WAV\)](#)" text link.

The “[Chicago Wheelchair Accessible Taxicabs \(WAV\)](#)” webpage will contain a section titled “The 2024 Request for Proposal Documents for the Centralized WAV Taxicab Dispatch Service” with RFP information and documents.

3.4 Procurement Timetable

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

RFP Key Activity	Activity Target Date
City Issues RFP	Thursday, June 6, 2024
Pre-Proposal Virtual Conference	Thursday, June 27, 2024 at 11 a.m. (CT) Register for Pre-Proposal Virtual Conference by emailing BACPPV@cityofchicago.org with subject line “RFP Pre-Proposal Virtual Conference Registration” by 2:00 p.m. (CT) June 26, 2024 Links to Virtual Conference will be emailed to registrants before the conference time.
Post-Conference Questions Due	Thursday, July 11, 2024 by 4:00 p.m. (CT) to BACPPV@CITYOFCHICAGO.ORG
Addendum Response to Questions Published	Friday, July 19, 2024 at Chicago.gov/PublicVehicles
Proposals Due via Email	Monday, August 12, 2024 by 11:59 p.m. (CT) to BACPPV@CITYOFCHICAGO.ORG

3.5 Transparency Website: Trade Secrets

Consistent with the City's practice of making available all information submitted in response to a public procurement, all proposals, any information and documentation contained in them, any additional information or documentation submitted to the City as part of this solicitation, and any information or documentation presented to City as part of negotiation of a contract or other agreement may be made publicly available through the City's Internet website.

However, Respondents may designate those portions of the Proposal which contain trade secrets or other proprietary data ("Data") which Respondents desire remain confidential.

To designate portions of the Proposal as confidential, Respondent must:

- (a) Mark the cover page as follows: "This Proposal includes trade secrets or other proprietary data."

(b) Mark each sheet or Data to be restricted with the following legend: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this RFP."

(c) Provide an electronic redacted copy of the entire Proposal or submission in PDF format. Respondent is responsible for properly and adequately redacting any Data which Respondent desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Failure to provide a redacted copy may result in the posting of an un-redacted copy.

Indiscriminate labeling of material as "Confidential" may be grounds for deeming a Proposal as non-responsive.

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.

3.6 Addenda

If it becomes necessary to revise or expand upon any part of this RFP, an addendum will be posted on the BACP [Chicago Wheelchair Accessible Taxicabs \(WAV\)](http://Chicago.gov/PublicVehicles) webpage at Chicago.gov/PublicVehicles and disseminated via BACP Public Vehicle Industry Notices sent from BACPPV@cityofchicago.org prior to the Proposal due date. Email BACPPV@cityofchicago.org to sign-up for BACP's Public Vehicle Industry Notices with subject line "Sign me up for BACP PV Notices". 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 the Department of Business Affairs and Consumer Protection.

Copies of any addenda will be posted the BACP [Chicago Wheelchair Accessible Taxicabs \(WAV\)](http://Chicago.gov/PublicVehicles) webpage at Chicago.gov/PublicVehicles.

An addendum to this RFP may include, but will not be limited to, the following:

(a) Responses to questions and requests for clarification sent to the Department of Business Affairs and Consumer Protection; or

(b) Responses to questions and requests for clarification raised at the Pre-Proposal Conference; or

(c) Responses to questions and requests for clarification which were sent in by the deadline for submission of questions; all in accordance with the provisions of this RFP.

3.7 City's Rights to Reject Proposals

The City reserves the right to terminate the RFP process at any time. In addition, the City 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 this RFP. If no Respondent is

selected through this RFP process, then the Commissioner may utilize any other method available under her authority to obtain the Services described in this RFP or as may otherwise be so required.

3.8 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/or participating in any conferences, demonstrations, oral presentations or negotiations.

3.9 Prohibition on Certain Contributions. Mayoral Executive Order No. 2011-4

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Contractor's bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Contractor and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

3.10 False Statements

In accordance with Chapter 1-21 of the Municipal Code:

(a) For the purposes of this section, a person knowingly makes a false statement of material fact when that person (i) makes a statement of material fact with actual knowledge that the statement was false , or (ii) makes a statement of material fact with knowledge of facts or information that would cause a reasonable person to be aware that the statement was false when it was made, or (iii) signs, certifies, attests, submits or otherwise provides assurances, or causes any other person to sign, certify, attest, submit or otherwise provide assurances, that a statement of material fact is true or accurate in deliberate ignorance or reckless disregard of the truth or falsity of the statement. For purposes of this section, a person who fails to make a reasonable investigation to determine the accuracy, truthfulness or completeness of any material fact acts in deliberate ignorance or reckless disregard of the truth or falsity of the material fact.

(b) 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 makes a false statement of material fact to the City in connection with any 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 as a result of the violation; the City's litigation and collection costs and attorney's fees; and, any other penalty provided for in the Municipal Code.

(c) Any person who signs, certifies, attests, submits or otherwise provides assurances to the City, or causes any other person to sign, certify, attest, submit or otherwise provide assurances to the City, that a statement of material fact made in connection with any application, report, affidavit, oath, attestation or other document submitted to the City is accurate, true or complete, shall make a reasonable investigation to determine the accuracy, truthfulness or completeness of such statement of material fact.

(d) When any person signs, certifies, attests, submits or otherwise provides assurances to the City, or causes any other person to sign, certify, attest, submit or otherwise provide assurances to the City, that a statement of material fact made in connection with any application, report, affidavit, oath, attestation or other document submitted to the City is accurate, true or complete, and that statement of material fact is not accurate, true or complete, a rebuttable presumption shall be created that such person has not made a reasonable investigation to

determine the accuracy, truthfulness or completeness of such statement of material fact.

(e) Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by Chapter 1-21 shall be liable to the City for the same penalties for the violation.

3.11 Inspector General and Legislative Inspector General

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Inspector General in any investigation undertaken pursuant to MCC Ch. 2-56. Contractor understands and will abide by all provisions of MCC Ch. 2-56.

All subcontracts must inform Subcontractors of this provision and require understanding and compliance with them.

3.12 Duty to Report Corrupt Activity

Pursuant to MCC 2-156-018, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the MCC. Knowing failure to make such a report will be an event of default under this Contract. Reports may be made to the Inspector General's toll-free hotline, 866-IG-TIPLINE (866-448-4754).

3.13 Format of Proposals

Proposals must be prepared in 8 1/2" X 11" letter size format and text content shall be minimum font size of 12.

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 cost 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. Cover must indicate that Proposal is for Centralized WAV Taxicab Dispatch Service. Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth below. 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. Respondent is strongly discouraged from including advertisement or materials not related specifically to the focus of this RFP.

IV. ADDITIONAL INFORMATION, PROPOSAL REQUIREMENTS, AND EVALUATION PROCESS

4.1 Scope of Services and Term of Contract

The Services that BACP seeks to acquire are described in Exhibit 1, Scope of Services.

(iv) Summarize Respondent's commitment to employ individuals with disabilities, as Additionally, historical data relating to Centralized WAV Taxicab Dispatch activity is provided in Exhibit 1-A, Historical Data. Exhibit 2 to this RFP describes the required and preferred functionality for the E-Hail WAV Taxicab Dispatch Application. In its Proposal, the Respondent is expected to make use of its experience by providing additional detail on its proposed method or approach to providing the Services that are described within Exhibit 1.

The initial term of any contract awarded pursuant to this RFP solicitation shall be two (2) years with three (3) optional extension periods of one (1) year each, to be exercised at the sole discretion of the Commissioner.

4.2 Required Content of Proposals

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

4.2.1 Cover Letter

Respondent 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) Indicate the number of years the company/organization has been in business, and provide an overview of the experience and background of the company/organization and its key personnel committed to this project. Include:

- Whether Respondent has experience working or interacting with the Chicago taxicab industry;
- Whether Respondent has experience dispatching public passenger vehicles in an American city with population of 1 million or more persons;
- Respondent's experience implementing and managing a phone-based dispatch service and/or call center; and
- Respondent's capability and probability to commence Services within 30 days of contract date.

(ii) Identify the legal name of the company/organization, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited liability company or partnership, etc.), and the names of its principals or partners and authority to do business in Illinois with the most recent documents filed with and obtained from the Secretary of State. Respondent acknowledges that it is required to have a working physical office or facility within the City of Chicago corporate limits. Respondent also acknowledges that the working physical office or facility is required to be staffed with office hours and shall provide in-person assistance to taxicab drivers.

(iii) Indicate the name, telephone number(s) and email address of the principal contact for oral presentation, negotiations or this proposal. described in Section 4.2.8.

(v) Include statement of any objections or comments, to the City of Chicago's standard contract terms and conditions as stipulated in the Sample Professional Services Agreement in Exhibit 5 of this RFP.

(vi) Acknowledge receipt of Addendum issued by the City, if any.

4.2.2 Executive Summary

Respondent must provide an executive summary which explains its understanding of the City's intent and objectives for the Program and how its Proposal would achieve those objectives, including a description of its E-Hail WAV Taxicab Dispatch Application. The summary must discuss Respondent's strategy and methodology for successful implementation and management of the Centralized WAV Taxicab Dispatch Service; capacity to perform; and any additional factors for the City's consideration.

4.2.3 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 (e.g. joint venture partners, subcontractors, etc.), Respondent must provide the required information as described below for each such team member.

(a) Company Profile Information (See Form in Exhibit 7)

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 venture¹, attach a copy of the joint venture agreement signed by an authorized officer of each joint venture partner. Each partner must execute:

¹ For purposes of this RFP, "joint venture" means a combination of two or more business enterprises, proposing to perform as a single business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their respective roles in the project.

(i) Separate Economic Disclosure Statement and Affidavit (“EDS”) completed by each partner and one completed in the name of the joint venture as shown in Exhibit 8.

(ii) Insurance certificate in the name of the joint venture business entity.

(b) Company References/Client Profile Information (See Form in Exhibit 7)

Respondent must provide at least one reference related to a contract 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 should be included for each client reference:

- Client name, address, contact person name, and telephone number.
- Description of services provided similar to the Service outlined in Exhibits 1 and 2 of this RFP.
- The date when such service was implemented.
- The location of the project.
- Nature and extent of Respondent’s involvement as the prime Contractor (also indicate area of secondary responsibility, if applicable) Identify services, if any, subcontracted, and to what other company.
- Contract term (Start and End date, or indicate if currently providing services)
- The total dollar value of the Contract.

The City reserves the right to verify information, which may include requesting additional support information or interviewing references. 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.

(c) Capacity to Perform City Project

Describe how any uncompleted projects and/or contractual commitments to other clients will affect Respondent’s ability to deliver services, capacity to perform within City’s timeline and affect dedicated resources committed to the City’s project. Respondent must provide a summary of current and future projects and commitments and include projected completion dates. Respondent must identify what percentage of the Service will be performed utilizing its own workforce, equipment and facilities. Respondent must also identify what percentage of the Service will be performed utilizing the workforce, equipment and facilities of subcontractors.

(d) Business License/Authority to do Business in Illinois

Respondent must provide copies of appropriate licenses or certifications required of any individual or entity 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. Such copies are to be provided 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: Chicago.gov/BACP.

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: ilsos.gov

Without limiting the foregoing, please note that Selected Respondent must obtain a City of Chicago two-way dispatch license and submit a copy of such license to the Commissioner prior to entering into an agreement with the City to perform the Services. Selected Respondent may not perform any Services without submitting proof of such license.

4.2.4 Professional Qualifications, Specialized Experience and Local Availability of Key Personnel who will be dedicated to the Services described in this RFP

Respondent must provide a summary of individuals who will be dedicated to the Services described in this RFP. For each key person identified, Respondent must provide the following information:

- (a) Summary of the key personnel who will be dedicated to the Services as proposed.
- (b) Key personnel areas of expertise and areas for prime responsibility for various tasks or aspects of the Services.
- (c) 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.

4.2.5 Implementation and Management Plan

Respondent must provide a comprehensive and detailed implementation and management plan which addresses requirements as outlined in Exhibits 1 and 2 of this RFP. The plan must demonstrate Respondent's capacity to successfully implement and manage the project and ability to comply with the scope of service and requirements as described in this RFP. The management plan must address, but not be limited to, the following areas:

(a) Service Delivery

All responses should, at a minimum, address the Respondent's plan for delivery of the Services as outlined in Exhibits 1 and 2. The plan should detail how the Services will be administered and Respondent's policies and procedures addressing the specific components. With respect to the E-Hail WAV Taxicab Dispatch Application component of the Services, all responses should address both the technical features and functionality of the App that will be used to connect WAV taxicabs with riders. Responses also must address the overall approach to operating the centralized dispatch system, including information regarding accessibility and nonelectronic means of ordering and paying for taxicab services.

Responses should include the Respondent's:

- Experience, if any, working or interacting with the Chicago taxicab industry;
- Experience, if any, dispatching public passenger vehicles in an American city with population

of 1 million or more persons;

- Experience, if any, implementing and managing a phone-based dispatch service and/or call center; and
- Capability and probability to commence Services within 30 days of contract date.

(b) Approach to Implementing Services

Describe your policies and procedures for implementing projects, quality control/checks, project management, response time, project support & reporting/recommendation services, including your approach to overcoming obstacles, if any, and troubleshooting to resolve problems.

(c) Organization Chart

Submit an organization chart which clearly illustrates the team structure comprising all firms (joint venture partners, if any, subcontractors); their relationship in terms of proposed Services; and key personnel involved and the following information:

(i) Respondent should provide an organization chart which identifies not only the proposed organizational structure, but also key personnel by name and title. Staffing levels of each organizational unit should be estimated. The specific role of each of the firms/organizations in a team or joint venture for each task/work activity must be described.

(ii) Respondent must describe the specific role of each of the firms in a team or joint venture for each task/work activity.

(iii) Respondent should provide an organization chart identifying and showing the relationships between the Respondent and subcontractors. The generic titles and responsibilities of key personnel to be assigned to this project by the Respondent and by any subcontractor, must be identified.

(d) Dedicated Resources

(i) Describe facilities, equipment, personnel, transportation vehicles, software/hardware technologies and other resources available for implementing any proposed Services.

(ii) Staffing Plan. Provide an assessment of staffing needs for each major activity area by job title and function. Respondent should identify each primary team member working on staff with Respondent, as well as those working in a subcontracting capacity. Provide an assessment of staffing needs for each major activity area by job title and function. The assessment should include full-time equivalents for professional staff and supervisors committed to the City of Chicago project including team structure, numbers and team management plans to achieve requirements for transition, implementation and services. In its staffing plan, Respondent must list the name(s) and qualification(s) of the dedicated on-site manager(s).

Submit resumes for key personnel that will be committed to this engagement. Correlate team members to the tasks they will be performing during implementation/transition and on-going operations. For each proposed key personnel, describe previous related experience and provide

references including: name, address, and telephone number of contact person, and brief description of work history. The City reserves the right to conduct background checks on any personnel within the scope of this engagement.

(iii) **Written Personnel Policies.** Provide written personnel policies stating contractual services must be used by personnel at the same cost or fare rate as the public. Personnel may not use the contractual services to secure reduced or free fares. Personnel must be prohibited from misapplying or taking advantage of incentives offered to the taxicab drivers participating in the Centralized WAV Taxicab Dispatch program.

4.2.6 Cost Proposal

Respondent must provide a detailed cost proposal for the required Services according to Exhibit 3. Preference will be given to proposals with cost models that sufficiently provide for the services required yet minimize the overall costs. Selected Respondent is responsible for ensuring that all WAV taxicabs have at all times the technology, including equipment*, needed to use the dispatch service. The City will pay for the Services out of the City of Chicago Accessibility Fund; this will be Selected Respondent's source of compensation for the Services. All costs of operating the Services, including those relating to equipment, hardware, software, and data must be included in the cost proposal. The Respondent may not charge taxicab medallion licensees or public chauffer licensees for the initial disbursement of required technical equipment. Respondent must include equipment security deposit, repair, and equipment replacement charges to be charged to WAV taxicab medallion licensees in its cost proposal. The Selected Respondent may not charge or collect any additional compensation from the traveling public.

*The Selected Respondent is not responsible for securing smart cell/mobile phones for the WAV taxicab or WAV taxicab driver. This section pertains to equipment in addition to smart cell/mobile phones.

4.2.7 Best Efforts Regarding Work Force

It is the policy of the City of Chicago that local businesses certified as Minority-owned Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) in accordance with Section 2-92-450 of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses shall have the maximum opportunity to participate fully in the performance of all City contracts.

The Chief Procurement Officer has determined that the nature of the goods and/or services solicited under this RFP are such that direct subcontracting opportunities will not be practicable or cost-effective. Therefore, there will be no stated goals for MBE/WBE participation in this Contract, and therefore Respondents are not required to submit forms relating to the MBE/WBE program with their Proposal.

The City encourages Respondents to use best efforts to employ MBE and WBE subcontractors.

4.2.8 Employment of Individuals with Disabilities

The City encourages Respondents to employ individuals with a disability or use Subcontractors

that are firms owned or operated by individuals with disabilities, as those terms are defined by § 2-92-586 of the Municipal Code.

Response should include Respondent's plan to recruit and hire individuals with disabilities within their organization.

4.2.9 Financial Statements

Respondent must provide a copy of its audited financial statements for the last three years. Respondents that are comprised of more than one entity must include financial statements for each entity. The City reserves the right to accept or reject any financial documentation other than the financial statements requested by this section.

If Respondent is unable to provide audited financial statements, state the reasons in your Proposal response and provide financial documentation in sufficient detail to enable the City to assess the financial condition of your company.

Sufficient alternate documentation would be un-audited financial statements from those Respondents not required to have their financial statements audited. At a minimum, the statements need to be the balance sheets and income statements (or equivalent) for the requested three years. Assets/liabilities and income/expenses must be presented in adequate detail for the City to assess the financial condition of the Respondent.

4.2.10 Economic Disclosure Statement and Affidavit ("EDS") and Attachment A

Respondent shall complete an Economic Disclosure Statement and Affidavit and Appendix A. **See Online City of Chicago EDS Instructions and Attachment A Online EDS Acknowledgement in Exhibit 8.** If Respondent is a business entity other than a corporation, then each member, partner, etc., of Respondent must complete an EDS, as applicable, per the 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 2154 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. **Upon completion of Online EDS, Respondent shall submit a copy of 2 documents with its Proposal: 1) Certificate of Filing printed from system, and 2) hardcopy of the executed Attachment A, Online EDS Acknowledgement form.**

The Respondent submitting as the prime must submit the above referenced EDS documents with its Proposal. Subcontractors may be asked, at the City's discretion, to provide an EDS during the evaluation process.

4.2.11 Legal Actions

Respondent must provide a listing and a brief description of all legal actions brought by or against 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, together with any fines and penalties, for the past five years. A non-exclusive list of such legal actions includes the following actions in which Respondent or an above-mentioned related party has been:

- (a) A debtor in bankruptcy; or
- (b) A respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
- (c) A plaintiff or defendant in any civil or criminal action; or
- (d) 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
- (e) 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
- (f) 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.

4.2.12 Insurance

Respondent should include a statement that it can comply with the City's insurance requirements. Prior to contract award, the Selected Respondent will be required to submit evidence of insurance in the amounts specified in the attached Exhibit 4.

4.3 Evaluating Proposals

Proposals will be evaluated in the following manner:

4.3.1 Evaluation Process

An Evaluation Committee will be comprised; it will include representatives from the Department of Business Affairs and Consumer Protection (BACP) and other City departments, including but not limited to the Mayor's Office for People with Disabilities (MOPD). The 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 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)

- (a) 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 4.2, Required Content of the Proposal. Proposals which are incomplete and/or missing key components necessary to fully evaluate a proposal may, at the

discretion of the EC, be rejected from further consideration due to “non-responsiveness” and be rated Non-Responsive. Proposals providing responses to all sections will be eligible for detailed analysis in Phase II, Proposal Evaluation.

(b) Phase II: Proposal Evaluation

In Phase II, the EC will evaluate the extent to which a Respondent’s Proposal meets the service requirements set forth in the RFP. Phase II will include a detailed analysis of the Respondent’s qualifications, experience, proposed implementation and management plan, cost proposal and other factors based on the evaluation criteria outlined in Section 4.3.2, Evaluation Criteria.

As part of the evaluation process, the EC will review the information required by Sections III and IV, for each proposal received. The EC may also review other 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.

4.3.2 Evaluation Criteria

In Phase II, the Evaluation Committee will review the Respondent’s Proposal to determine overall responsiveness and completeness with respect to the components outlined in the RFP using the following criteria (not necessarily listed in order of importance):

(a) Professional and Technical Competence.

Ability to provide the Services described in the RFP, including providing an E-Hail WAV Taxicab Dispatch App that meets the technical specifications included in Exhibit 2, capacity to perform the Scope of Services described in Exhibit 1, and comply with the reporting and data requirements included in Exhibit 1 of this RFP.

Professional Qualifications and Specialized Experience of Respondent and its Team Committed to this Project.

Experience in providing management on projects of similar scope and magnitude. 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.

(b) Quality, Comprehensiveness and Adequacy of the proposed Implementation and Management Plan including ability to meet service levels and capacity to support the project based on staffing plan, including supervisory key personnel who will manage and oversee program.

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 and approach to meeting the City’s

requirements.

The Evaluation Committee will consider Respondent's

- Experience, if any, working or interacting with the Chicago taxicab industry;
- Experience, if any, dispatching public passenger vehicles in an American city with population of 1 million or more persons;
- Experience, if any, implementing and managing a phone-based dispatch service and/or call center; and
- Capability and probability to commence Services within 30 days of contract date.

(c) Pricing/Cost Proposal. The City will consider the overall proposed costs of Respondent's Proposal, as well as completeness and adequacy of proposed plans for Centralized Dispatch Services.

(d) Respondent's commitment to employ individuals with disabilities, as described in Section 4.2.8.

(e) 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.

(f) 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.

(g) Compliance with Laws, Ordinances, and Statutes. The EC will consider Respondent's compliance with all laws, ordinances, and statutes governing the contract. See Online City of Chicago EDS Instructions and Attachment A, Online EDS Acknowledgement form in Exhibit 8.

(h) Degree to which the Respondent accepts the City's Terms and Conditions in the sample Professional Services Agreement in Exhibit 5 enabling the City to successfully negotiate a contract.

(i) Adherence to Program Rules. The EC will consider Respondent's willingness to adhere to Program rules and prohibitions.

(j) 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.

(k) References. The EC will consider Respondent's references.

(l) Dedicated Resources. The EC will consider the resources available to Respondent for implementing the Centralized WAV Taxicab Dispatch service and related services.

(m) Insurance. The EC will consider the adequacy of Respondent's insurance coverage.

4.3.3 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 Respondent, 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 be invited to appear before the Evaluation Committee for an oral presentation to clarify, in more detail, information that was submitted in Respondent's Proposal; and/or to ask Respondent to respond to additional questions. With respect to the E-Hail WAV Taxicab Dispatch Application component of the Services, features in development must be demonstrated to the City to be operational by the date included in the Proposal, as such date is approved by the City. Afterwards, the Evaluation Committee will make a final evaluation of the Respondents and submit its recommendation to the Commissioner. The Commissioner may select for award any Respondent recommended favorably by the Evaluation Committee.

If the City determines that it is unable to reach an acceptable contract with the Selected Respondent(s), including failure to agree on a fair and reasonable cost proposal for the Services or any other terms or conditions, including the failure to make operational features of the E-Hail WAV Taxicab App within the time limits prescribed, the Commissioner may terminate negotiations with the Selected Respondent, and negotiate with any 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 interest. 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.

EXHIBIT 1: SCOPE OF SERVICES FOR CENTRALIZED WAV TAXICAB DISPATCH SERVICE

Services--General

The Selected Respondent will provide a Centralized WAV Taxicab Dispatch Service (the "Service"), which will be the primary means by which the WAV taxicab riding public arranges for City of Chicago licensed WAV taxicab services. Every City of Chicago licensed WAV taxicab is required by law to participate in the Service. The Selected Respondent must be able to begin its operation of the Service within 30 days of signed contract.

The Services performed must at all times comply with the Municipal Code of Chicago and applicable regulations, including, without limitation, Sections 9-112-565 and 9-112-570 of the Municipal Code of Chicago, Taxicab Medallion License Holder Rules and Regulations, and Public Chauffeur Rules and Regulations, or other applicable laws, as any of the foregoing may be amended from time to time. Additionally, the Selected Respondent must, in the performance of the Services, comply with the City's data protection requirements, as outlined in Exhibit 10.

(a) Communication with City of Chicago/BACP

(i) Emergency Telephone Number. Selected Respondent must maintain and provide to the City of Chicago/BACP a telephone number at which the City of Chicago/BACP can reach the Service management or ownership within sixty (60) minutes on a 24-hour-per-day basis seven days a week.

(ii) Electronic Mail (Email) Address. Selected Respondent must maintain and provide to the City of Chicago/BACP an email address at which the City of Chicago/BACP can contact Selected Respondent seven days a week. If the Service receives an email communication which requires a response to the City of Chicago/BACP, the Service must respond to the email communication within twenty-four (24) hours of receiving the request or as directed in the email request.

(iii) Meetings. Upon a meeting request by the City of Chicago/BACP, Selected Respondent must make him or herself available for an in-person or virtual meeting within 14 days, unless an alternative date is mutually agreed upon.

(iv) Current Information. Any changes to the Selected Respondent's organizational chart or structure must be updated and reported to the City of Chicago/BACP within three (3) business days. The organizational chart must list every member/employee of the organization and their duties in regards to the Service contract.

(b) Communication with the Public

(i) Selected Respondent must provide a single toll-free telephone number for the public to connect to the Service to request service on a twenty-four hour basis.

(ii) In addition to a single toll-free telephone number, Selected Respondent must provide an accessible method of communication for people who are deaf or hard-of-hearing to request service of a wheelchair accessible vehicle (WAV) taxicab. Acceptable accessible methods of communication include, but are not limited to, text/SMS messaging, email, video relay service. This method is in addition to the E-Hail WAV Taxicab Dispatch App to be provided in accordance with subdivision (3).

(iii) Selected Respondent must ensure that its Dispatch Center, that communicates with the public, is able to provide customer service to serve all members of the public, including people with disabilities.

(iv) If Selected Respondent implements an automated dispatch communication system, it must offer the option to the public to bypass or opt out of the automated system and connect with a human call center agent. Customer passengers must have the option to contact a human call center agent.

(v) Complaints or issues by the public and passengers must be tracked and updated with resolutions. Upon the City of Chicago/BACP's request, Selected Respondent must submit complaint information and resolutions to the City of Chicago/BACP within three (3) business days.

(vi) Selected Respondent must develop and implement an outreach and marketing program that meets with the Department's approval for promoting the Service to the public and specifically to members of the public that use wheelchairs. Selected Respondent must submit on an annual basis to BACP a report detailing outreach and marketing efforts including dates, description, execution method, and effectiveness of the outreach.

(d) Communication with Taxicab Medallion and Taxi Chauffeur Licensees

(i) All policies should be in writing, especially the incentive program's policies. Selected Respondent must have protocols/policies for participants in writing. There must be a mechanism in place to have proof of dissemination of said protocols and policies.

(ii) Communication with taxicab industry participants must be professional.

(iii) Complaints or issues by taxicab industry participants must be tracked and updated with resolutions. Upon BACP's request, the Selected Respondent must submit complaint information and resolutions to BACP within three (3) business days.

(iv) The contract does not authorize Selected Respondent to independently deactivate or ban a WAV taxicab driver or taxicab owner from participating in the Service.

(e) E-Hail WAV Taxicab Dispatch Application

Selected Respondent must provide an electronic dispatch application or E-Hail WAV Taxicab App that meets the functionality requirements described in Exhibit 2. The E-Hail WAV Taxicab App must be compatible with a readily available internet-enabled device on both IOS and Android operating systems. The E-Hail WAV Taxicab App must be fully operational and ready for user download within thirty days of contract date. All City of Chicago licensed WAV taxicabs will be required to use the E-Hail WAV Taxicab Dispatch App provided by the Selected Respondent. Selected Respondent must ensure that E-Hail WAV Taxicab App is available to download and use by all participating WAV taxicab drivers.

(f) Coordinated and Timely Requests for WAV Taxicab Dispatch Service

(i) A "request for service" means a request for taxicab transportation service placed by telephone or electronic/digital mode or other accessible means of communication by a member of the general public.

(ii) The Service must accept reservations for requests for service made in advance of the time requested for service.

(iii) If the Service receives a telephone request for a WAV Taxicab, it must immediately seek to dispatch a WAV Taxicab, with the goal that a WAV Taxicab will arrive at the customer's location as soon as possible but no later than one half hour after the customer requested the cab. The Service must continue to use diligent efforts to dispatch a cab until such time as the dispatch is successful or the customer cancels the request. The Service must notify the customer as soon as it is evident that the cab will take longer than 20 (twenty) minutes to arrive at the customer's address.

(iv) The Selected Respondent must provide each WAV taxicab with the equipment necessary to participate in the Service. The Selected Respondent is not responsible for securing smart cell/mobile phones for the WAV taxicab or WAV taxicab driver. This section pertains to equipment in addition to smart cell/mobile phones. The Selected Respondent may require WAV taxicab medallion licensees to make a security deposit in order to receive the equipment but may not charge medallion licensees any other fee to use the equipment. The Selected Respondent must maintain equipment in operational condition. If equipment is faulty due to manufacturing defect, the Selected Respondent must repair or replace the equipment at no charge to the medallion licensee. If equipment issued to a medallion licensee is damaged, the Selected Respondent must repair the damaged equipment, and may charge the medallion licensees for the repair. The Selected Respondent may only charge medallion licensees fees for equipment repair, replacement, and security deposits which have been previously approved by the Commissioner and publicized to the medallion licensees. If the cost of equipment repair is greater than the cost of replacement, Selected Respondent may not charge the medallion licensee more than the replacement cost. When a taxicab stops using the WAV equipment, or at the termination of the Selected Respondent's agreement with the City, the medallion licensee must return the equipment to the Selected Respondent, and the Selected Respondent must then return the security deposit to the medallion licensee. If the medallion licensee returns the equipment damaged, the Selected Respondent may deduct the cost of repairing the damage from the security deposit. If the equipment is lost or unrepairable (due to damage), the entire security deposit is forfeit to the Selected Respondent.

(v) In the event an assigned WAV taxicab driver fails to respond in a timely manner to a dispatched call for WAV taxicab service, the Service must maintain a log of (1) the taxicab number dispatched, (2) the public chauffeur license number of the WAV taxicab driver assigned to the call for service, and (3) the facts surrounding the failure to respond to the request for service. Upon the BACP's request, Selected Respondent must submit the log within three (3) business days of request.

(vi) In the event that the Service is aware that a customer will not be picked up within 20 (twenty) minutes of the time the customer specified for pick up, the Service must contact the customer and communicate to the customer the reason for delay in service and expected time the customer will be picked up.

(vii) The Service must connect a WAV passenger with the closest City-licensed WAV taxicab, regardless of affiliation or the taxicab medallion license holder.

(viii) The Service must not make any details about the passenger's trip itinerary, besides pick up location, available to the WAV taxicab driver prior to the trip request being accepted.

(ix) The Service must provide a cash and Pace T.A.P. (Taxi Access Program) payment option for customers who request a ride by telephone.

(g) **Dispatch Records and Data Reporting**

(i) All data collected or created by the Service will be considered property of the City of Chicago/BACP and must be made available to the City of Chicago/BACP in an efficient, electronic manner. The nature of the proposed mechanisms to meet this requirement will be a component of the evaluation and selection process. Proposals that involve nonexclusive access to the data to meet the legitimate needs of the vendor will be considered. Proposals that limit access by the City of Chicago/BACP in narrowly tailored ways to protect privacy, trade secrets, or other important needs will be considered but should involve the minimum limits necessary to meet those needs. The most preferred approaches will involve direct database access; regular, complete extracts in Comma Separated Value or similar format; or other mechanisms that allow for complete and timely access to the raw data. Sufficient documentation to understand the data and manipulate it efficiently is a requirement. Report generation features/tools or other secondary mechanisms to work with the data are desirable and will be considered in evaluating and scoring proposals.

(ii) The Service shall keep and make available to the City of Chicago/BACP such data and records as are required of taxicab medallion license holders. For reference, see MCC §§ 9-112-210, 9-112-410, 9-112-565, 9-112-570, 9-112-600, 9-112-610, and Taxicab Licensee Rules and Regulations.

(iii) The Service shall adhere to the City of Chicago's data protection requirements as described in Exhibit 10.

(iv) The Service shall track, report, and make available to the City the following data elements on a monthly basis:

A. **Dispatch Activity:** tracking all requests received through phone, app, or other methods:

1. location of pick up requests;
2. information on the requestor;
3. time frame to pick up passenger;
4. number of completed requests;
5. number of requests cancelled by passengers;
6. number of incomplete or rejected request;
7. number of rides with waits exceeding 30 minutes.

B. **Participation Activity:**

1. Tracking the WAV taxicabs on platforms by time, date, and day of the week;
2. Tracking the WAV taxicab drivers logged on platforms by time, date, and day of the week;
3. Tracking trip activity by taxicab driver and taxicab – trips accepted and completed; trips accepted but not completed

C. **Incentives Activity:**

1. Establish the number of required WAV taxi rides completed to meet incentive(s).
2. Tracking the number of airport fast lane vouchers distributed per taxicab driver and basis of "earning" the incentives
3. Tracking any other form of incentive – who earns and how earned

D. **Financial Activity:**

1. Tracking costs to perform contractual obligations
2. Staffing costs
3. Technology costs

4. Equipment costs
5. Overhead – rent, etc.

E. Training Sessions: Track number of trainings and attendees at each training

H. Outreach/Marketing: Date and type of outreach and effectiveness of efforts

I. Trip Data:

1. At a minimum, the following data elements must be included in monthly reports:

Data		Data Type
1.	Public Vehicle Number	Integer
2.	Chauffeur Number	Integer
3.	Chauffeur Name	String: Full name (first name + last name)
4.	Trip Initiation	Text, Phone, App, Pre-Arranged, Hail, Other
5.	Dispatch Status	Text: Completed, cancelled, etc.
6.	Pickup Street	String
7.	Pickup Designation	String
8.	Pickup Suburb	String
9.	Pickup Lat Long	Integer
10.	Pickup Time	Timestamp
11.	Dropoff Time	Timestamp
12.	Trip Mileage	Integer
13.	Dropoff Street	String
14.	Dropoff Designation	String
15.	Dropoff Suburb	String
16.	Dropoff Lat Long	Integer
17.	Pickup Meter Off Wait Time (Time between the driver's arrival at the pickup location until start time of a trip)	Timestamp

18.	Service Time Seconds (Duration of trip)	Integer
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2. At a minimum, the following data elements must be captured and be available upon request by the City of Chicago:

	Data	Data Type
1.	Customer Name	String: Full name (first name + last name)
2.	Customer Contact Information (phone and/or email)	String

(iv) The Service must have the capability for agile data reporting – the ability to respond to changes in request for data.

(v) The Service must maintain such records for a period that is the longer of five (5) years or as required by law.

(vi) The Service shall make such available for inspection by the City of Chicago/BACP personnel during normal business hours.

(vii) Upon BACP request, the Service shall provide copies of requested records within three (3) business days of the request to the BACP, unless BACP has granted an extension for the production of records.

(viii) Failure to meet reporting deadlines: For each day the Service fails to produce timely requested records by the specified time frame, the City of Chicago/BACP, at its option, may deduct \$100 per day from the monthly contract service fees. For example, if a report is due Monday and the Service submits the report on Wednesday, without an extension granted by BACP, the City of Chicago/BACP may, at its option, deduct \$200 (\$100 per day late) from the monthly service fee.

(h) **Licensed Taxicab Driver Training**

(i) The Service must offer at no cost to City licensed taxicab drivers training and continuing education programs to (1) use the E-Hail WAV Taxicab Dispatch Application and (2) to operate WAV taxicabs, including proper wheelchair securement and customer service skills related to servicing passengers using wheelchairs.

(ii) The training must be scheduled once per month or more frequently to ensure a taxicab driver is not waiting more than thirty (30) days to participate in training.

(iii) Any taxicab driver interested in leasing a WAV taxicab or anyone designated by the City of Chicago/BACP as required to undergo training must be allowed to register and participate in WAV taxi driver training performed by the selected contractor.

(iv) The training must include securement and use of tie-downs training. Selected Respondent must submit the proposed training curriculum outline, training material, and the qualification of the prospective trainers.

(i) Incentive Programs and Ensuring Sufficient WAV Taxicab Drivers Actively Participate

(i) The Service must create and implement incentives for public chauffeurs to operate WAV taxicabs and also for public chauffeurs to respond in a timely manner to WAV taxicab requests for service.

(ii) The Service must have written plans and protocols in place for periods of historically low participation.

(j) Centralized WAV Taxicab Dispatch Service Relationship with Taxicab Drivers

(i) Unless the Service lists taxicab drivers on its payroll as paid staff members, taxicab drivers operating WAV taxicabs are not employees of the selected contractor or part of its work force.

(ii) Taxicab driver/owner suspensions or terminations from the WAV taxi dispatch program must all be determined by the City of Chicago/BACP. Selected Respondent may not enforce licensing disciplinary actions.

(k) Annual Financial Information//Financial Interests

(i) On an annual basis, the Service must submit to BACP a report of Financial Information/Data for the twelve months preceding the reporting date.

(ii) The Service Financial Information/Data report will include an itemization of expenses and revenues for the twelve months preceding the reporting date.

(iii) Potential conflicts of interest must be disclosed and kept current with the City of Chicago/BACP to ensure that Selected Respondent is not receiving financial benefits in providing the Service beyond being paid by the City.

(iv) Voucher or incentive program cannot be used for the Selected Respondent's company or managers' personal gain. Employees may not use vouchers or incentives for personal gains. The Service or resources may not be used for personal gains.

(l) Adherence to Rules

The Service must at all times comply with the Rules attached as Exhibit 6.

(m) Adherence to City Data Protection Requirements

The Service must at all times comply with the City's Data Protection Requirements attached as Exhibit 10.

(n) **Service Level Agreement (SLA)**

The City may require the inclusion of SLAs for the Service and the mobile applications within its agreement with the Selected Respondent.

EXHIBIT 1-A: HISTORICAL DATA

Completed Centralized WAV Taxi Dispatch Trips <i>(Numbers are rounded)</i>	
2014	40,460
2015	41,290
2016	66,230
2017	90,950
2018	77,280
2019	82,040
2020 ¹	39,350
2021	37,550
2022	54,750
2023 ²	82,950
1 st Quarter 2024 ³ (Jan – Mar)	29,150

¹March 21, 2020 - State of Illinois implements COVID-19 Pandemic Stay at Home Order
July 1, 2020 – Current Centralized WAV Taxi Dispatch Service Contractor starts contracted service

²May 11, 2023 - COVID-19 Pandemic Public Health Emergency ends

³First quarter 2024, approximately 90-95% of requested WAV taxi trips through the Centralized WAV Taxi Dispatch Service were completed. The remaining 5-10% of WAV taxi trip requests were either:
(1)“No Passenger Show” (driver accepted, arrived and waited without locating the passenger) OR
(2)“Canceled Ride” (rider cancels for a variety of reasons (time/date change, no longer needed)).

Centralized WAV Taxi Dispatch Service - 2023 Year Summary (<i>Numbers are rounded</i>)				
2023 Month	Completed Centralized WAV Taxi Service Requests*	Average Response/Passenger Pick-Up Time in Minutes	Total Incentive Airport Fast Lane Vouchers Issued	New WAV Taxi Drivers Trained
January	4,810	23	16,450	8
February	5,040	22	19,200	16
March	5,920	23	22,020	10
April	5,560	18	22,460	7
May	5,880	18	23,680	12
June	5,290	20	22,230	13
July	6,100	18	28,900	17
August	8,240	17	34,270	20
September	8,580	15	35,630	18
October	9,170	18	36,820	9
November	9,060	14	34,860	14
December	9,300	12	26,010	22

*In 2023, Method Passengers Requested WAV Taxis through the Centralized WAV Taxi Dispatch Service:

- 81% of WAV Taxi requests were received via phone
- 16% of WAV Taxi requests were received via the current contractor's app platform
- 3% of WAV Taxi requests were received via current contractor's API interface

NUMBER OF WAV TAXIS WHICH COMPLETED AT LEAST 1 TRIP CENTRALIZED WAV TAXI DISPATCH TRIP REQUEST WITHIN MONTH LISTED				
	January 2020 (pre-Covid)	January 2024	February 2024	March 2024
Number of WAV Taxis	362	298	303	313

EXHIBIT 2: MANDATORY AND PREFERRED FUNCTIONALITY FOR CENTRALIZED WHEELCHAIR ACCESSIBLE VEHICLE TAXICAB DISPATCH SERVICE APPLICATION

Described below are the required and preferred features for the E-Hail WAV Taxicab Dispatch Application and related services selected pursuant to this RFP. Respondent's Proposal must provide a detailed explanation of Respondent's product's functionality and/or Respondent's approach to implementation as appropriate for each requirement and also each preferred or additional feature for which Respondent wishes to receive consideration.

Technical Requirements for E-Hail WAV Taxicab Dispatch Application:

Category: Feature	Feature Description	Mandatory	Preferred Not Mandatory	Is Feature Operational? State "YES" OR "NO" with expected operational date
1) Accessibility: Use of App by blind, low vision, deaf, and hard of hearing customers	The E-Hail WAV Taxicab App and any company websites of the Selected Respondent will be accessible and usable to customers who are blind, low vision, deaf and hard of hearing.	X		
2) Accessibility: Hailing Wheelchair Accessible Taxis	The E-Hail WAV Taxicab App will allow customers to designate the type(s) of wheelchair accessible vehicle(s) that can accommodate their wheelchair, either in setting their profile within the app or on a per ride basis, or both.		X	
3) Communication: Driver / Passenger communication	The E-Hail WAV Taxicab App will allow driver and passenger to communicate directly with one another once the taxicab is dispatched.	X		
4) Dispatch: E-Hail a WAV Taxicab	The E-Hail WAV Taxicab App must allow a passenger to request available City-licensed WAV taxicabs through a smart phone or similar portable device. The App must be compatible with a readily available internet-enabled device on both IOS and Android operating systems, The City will give preference to proposals that support a broad range of platforms.	X		
5) Dispatch: Dispatch Nearby WAV Taxicab	The E-Hail WAV Taxicab App must not prioritize WAV taxicab(s) based on the affiliation or taxicab medallion license holder, and must use geographic proximity as the primary determinant for dispatch.	X		

6) Dispatch: Dispatch Wait Time Estimate	The E-Hail WAV Taxicab App must estimate wait time for customer. Wait time must be prominently displayed prior to passenger accepting ride.	X		
7) Dispatch: Itinerary Information	The E-Hail WAV Taxicab App must not make available to driver any details about the passenger's trip itinerary, besides pick-up and drop-off location, prior to the trip request being accepted.	X		
8) Dispatch: Passenger Information	The E-Hail WAV Taxicab App must not transmit information about a passenger, except passenger's trip identification number, user name, or first name and last initial may be transmitted to the driver only after the driver has accepted the request.	X		
9) Dispatch: Real-Time Dispatch	Selected Respondent must provide real-time dispatch of WAV licensed taxicabs for hire via its E-Hail WAV Taxicab App.	X		
10) Dispatch: Restricting Member Status	The E-Hail WAV Taxicab App may not prioritize requests based on external compensation (e.g. Gold level member of an e-hail service has priority over Silver level member).	X		
11) Dispatch: Smart Phone / Tablet Dispatch	The E-Hail WAV Taxicab App must allow the taxicab driver to receive dispatch instructions/requests on a readily available internet-enabled device, such as Apple iOS and Android devices. City will give preference to proposals that support a broad range of platforms.	X		
12) Dispatch: Compliance Affirmation and Waiver	The E-Hail WAV Taxicab App must require a driver signing on to the system to acknowledge that driver will act in compliance with all laws and City of Chicago rules when using the system. The E-Hail WAV Taxicab App also must require all users to acknowledge that the City of Chicago does not own or operate the system.	X		
13) Dispatch: Customer Itinerary Preferences	The E-Hail WAV Taxicab App will allow customer to save pick-up/drop off preferences upon customer request.		X	

14) Dispatch: Advance Reservations	The E-Hail WAV Taxicab App will accept reservations for requests for service in advance of the time requested for service, as distinct from the mandatory real-time dispatch requirement.		X	
15) Fare: Taxicab Fare	The Selected Respondent's E-Hail WAV Taxicab App must maintain compliance with Municipal Code of Chicago section 9-112-600 "Taxicab rates of fare."	X		
16) Fare: Fare quote	The E-Hail WAV Taxicab App must display a button for displaying a fare quote for any requested trip in the same size and graphics as the trip request button.	X		
17) Payment: Credit Card payment	If the E-Hail WAV Taxicab App accepts payment, credit card payments must be PCI compliant.	X		
18) Payment: Credit Card payment	Any electronic payment system used by the Selected Respondent must not require or permit taxicab driver to manually enter fare dollar amounts in payment system.	X		
19) Payment: Passenger Security and Autonomy	If the E-Hail WAV Taxicab App accepts payment, the passenger must be able to make any electronic payment in a secure and autonomous manner. The payment mechanism will minimize the potential for error in the fare to be paid and provide ample opportunity for a passenger to review the payment to be made. The passenger must be able to verify any payment to be made, and consent to such payment by affirmatively indicating so via an approved payment mechanism that is available, accessible, and usable to customers who are blind, low vision, deaf and hard of hearing.	X		
20) Payment: Itemization	If the E-Hail WAV Taxicab App accepts payment, it must provide customer itemized display of payment that is secure, autonomous, and available to customers who are blind, low vision, deaf and hard of hearing.	X		

21) Payment: Printed Receipt	If the E-Hail WAV Taxicab App accepts payment, it must provide customer printed receipt option.	X		
22) Payment: Electronic Receipt	If the E-Hail WAV Taxicab App accepts payment, it must provide customer receipt via email or withing the App upon request.	X		
23) Payment: Tip payment	If the E-Hail WAV Taxicab App accepts payment, it will not charge a passenger a tip or gratuity fee unless: (i) the driver receives the full amount of such tip or gratuity, without any withholding or sharing, and (ii) the passenger can elect to change or withhold payment of such tip or gratuity.	X		
24) Payment: Customer payment preferences	If the E-Hail WAV Taxicab App accepts payment, it must provide customers with an option to keep customer preferred payments securely on file upon request.		X	
25) Ratings: 311 Reporting System	The E-Hail WAV Taxicab App will display for a passenger the City's 311 service center contact information and instructions that the passenger may contact 311 to report compliments and/or concerns against taxicab drivers.	X		
26) Ratings: Rating System	If the E-Hail WAV Taxicab allows drivers to rate their passengers, it will have a feature that allows passengers to opt-out from being rated by drivers.	X		
27) Ratings: Rating System	The Selected Respondent may design its own rating system for drivers and/or customers, provided that such a system is compliant with federal, state, and local anti-discrimination laws plus with rules and regulations established by the Commissioner.		X	
28) Tech: Logins	The E-Hail WAV Taxicab App must provide for individual sign-ins per licensed taxicab driver.	X		
29) Tech: Tech requirements	The E-Hail WAV Taxicab App and backend systems must be capable of providing service with 99.9% availability.	X		

EXHIBIT 3: ITEMIZED COST PROPOSAL

Proposed monthly rate for the Centralized WAV Taxicab Dispatch Service all-inclusive of all costs and expenses incurred by the Respondent in performing the Services, including, but not limited to costs and expenses relating to ensuring that drivers have all technology, equipment, and data plan necessary to use the dispatch service, as well as start-up and overhead costs associated with operating the Centralized WAV Taxicab Dispatch Service.

The cost proposal must be expressed at a fixed monthly rate.

<i>Year</i>	<i>\$ Per Month</i>
<i>Year 1</i>	
<i>Year 2</i>	
<i>Option Year 3</i>	
<i>Option Year 4</i>	
<i>Option Year 5</i>	

Charges to WAV taxicab medallion license holders, if applicable:

<i>Year</i>	<i>\$ Security Deposit Per Set of Equipment</i>	<i>\$ Per Hour Fee for Repair of Damaged Equipment</i>	<i>\$ Replacement Fee Per Set of Equipment</i>
<i>Year 1</i>			
<i>Year 2</i>			
<i>Option Year 3</i>			
<i>Option Year 4</i>			
<i>Option Year 5</i>			

EXHIBIT 4: INSURANCE REQUIREMENTS

Centralized WAV Taxi Dispatch Service

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement 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 Agreement.

A. INSURANCE REQUIRED FROM CONTRACTOR

- 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 \$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.

The contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

- 2) Commercial General Liability
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate 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 (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. Where the general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Contractor. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. 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. 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. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted. 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.

The contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability

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 accident for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insured on a primary, non-contributory basis. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted.

The contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

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 the right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor 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.

5) Professional Liability

When any 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. Coverage must include, but not be limited to, technology errors and omissions and pollution liability if environmental site assessments are conducted when applicable. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

B. Additional Requirements

Evidence of Insurance. Contractor must furnish the City of Chicago, Department of Business Affairs and Consumer Protection, 2350 W. Ogden, 1st Floor, Chicago, IL 60608 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. The contractor 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 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 Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect the Contractor for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

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 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. The 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. Copies of the physical endorsements must be provided along with the Certificate of Insurance for General Liability, Automobile Liability and Workers Compensation in order to meet the contract insurance requirements.

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

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of 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. The contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City received a waiver of subrogation endorsement for Contractor's insurer(s).

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

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

No Contribution by the City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor 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 Contractor 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 Contractor. 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 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.

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

Insurance required of Subcontractors. Contractor shall 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 shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. The contractor is responsible for ensuring that each Subcontractor has named the City as an additional

insured where required and name the City as an additional insured on an endorsement form at least as broad and 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.

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 5: SAMPLE PROFESSIONAL SERVICES AGREEMENT

AGREEMENT

BETWEEN

**THE CITY OF CHICAGO
DEPARTMENT OF BUSINESS AFFAIRS AND
CONSUMER PROTECTION**

AND



Centralized Wheelchair Accessible Taxicab Dispatch Service

**BRANDON JOHNSON
MAYOR**

**KENNETH J. MEYER
COMMISSIONER, BACP**

AGREEMENT

This Agreement is entered into as of the _____ day of _____ 2024 ("**Effective Date**") by and between _____, a _____ corporation ("**Contractor**"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of Business Affairs and Consumer Protection ("**City**"), at Chicago, Illinois. The City and Contractor agree as follows:

BACKGROUND INFORMATION

Under the Municipal Code of the City, the Commissioner of Business Affairs and Consumer Protection is authorized to implement, operate, and maintain a centralized dispatch system for City of Chicago licensed taxicabs that are wheelchair accessible. The City is authorized also under the Municipal Code to select one or more applications for the dispatching of taxicab vehicles, including WAV taxicab vehicles. The City and the Contractor have negotiated terms for Contractor's provision of such services, and Contractor agrees to perform the Services pursuant to the terms of this Agreement.

TERMS AND CONDITIONS

ARTICLE 1. DEFINITIONS

1.1 Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"**Additional Services**" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Section 2.1, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the City in a written amendment under Section 9.3 of this Agreement.

"**Agreement**" means this Agreement for Centralized Wheelchair Accessible Dispatch, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Corporation Counsel**" means the Chief Legal Counsel of the City and any representative duly authorized in writing to act on his behalf.

"**Commissioner**" means the Commissioner of the Department of Business Affairs and Consumer Protection of the City of Chicago.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 2 and Exhibit 1 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Subcontractor**" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors and subcontractors of any tier, suppliers and materials providers, whether or not in privity with Contractor.

"**System**" means the centralized wheelchair accessible dispatch system, inclusive of all hardware, software, operators and dispatchers, implemented by Contractor hereunder, in order to provide centralized dispatch of taxicab that are WAV.

“WAV” or “Taxicabs” means wheelchair accessible vehicles, which, pursuant to the Municipal Code of the City, are required to be on a centralized dispatch system.

1.2 Interpretation

(a) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

(b) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

(c) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(d) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

(e) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

(f) All references to a number of days mean calendar days, unless indicated otherwise.

1.3 Incorporation of Exhibits and Background Information

The following attached Exhibits and the Background Information are made a part of this Agreement:

Exhibit 1	Scope of Services, Functional Requirements of System and Schedule for Performance
Exhibit 2	Schedule of Compensation
Exhibit 3	WAV Taxicab Dispatch Application Rules
Exhibit 4	Economic Disclosure Statement and Affidavit
Exhibit 5	Insurance Requirements and Evidence of Insurance
Exhibit 6	Special Conditions Regarding MBE/WBE Commitment
Exhibit 7	Sexual Harassment Policy Affidavit (Section 2-92-612)
Exhibit 8	Data Protection Requirements for Contractors, Vendors and Third-Parties

In case of an inconsistency or conflict between the Exhibits and Articles 1-11 of the Agreement, the latter shall control.

ARTICLE 2. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

2.1 Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Agreement. Contractor must provide the Services in accordance with the standards of performance set forth in Section 2.5. The Services that Contractor must provide are described in Exhibit 1.

2.2 Functionality of the System

The Contractor covenants and warrants that the System will perform those functions contained in Exhibit 1.

2.3 Implementation and Testing of System

Pursuant to the timeframe set forth as part of Exhibit 1, Contractor will install the System, and make it fully operational and create such interfaces as necessary to make the System fully functioning in accordance with the functional requirements in Exhibit 1. Contractor will perform such tests on the System, in the presence of the Commissioner, to demonstrate that the System meets the functionality described in Exhibit 1. If the System does not meet such functionality in the Commissioner's judgment, the Contractor will make such repairs to the System, including, without limitation, substituting superior technology, all at no cost to the City, so that the System meets the terms of Exhibit 1, and re-perform such tests to demonstrate to the Commissioner that the System is compliant with the terms of this Agreement. Contractor must achieve the Commissioner's approval of such System, which shall not be unreasonably withheld, within 10 days of the relevant implementation date(s), as set forth in Exhibit 1.

2.4 Deliverables

In carrying out its Services, Contractor must prepare or provide to the City various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City.

The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement under Section 8.1.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose for the benefit of the City and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its obligations under this Agreement.

2.5 No Stated MBE/WBE Goals

It is the policy of the City of Chicago that local businesses certified as Minority-owned Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) in accordance with Section 2-92-450 of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses shall have the maximum opportunity to participate fully in the performance of all City contracts.

The Chief Procurement Officer has determined that the nature of the goods and/or services to be provided under this Contract are such that direct subcontracting opportunities will not be practicable or cost-effective. Therefore, there will be no stated goals for MBE/WBE participation in this Contract, and therefore no forms relating to the MBE/WBE program are required to be submitted with the Proposal. This determination is being made pursuant to Section 2-92-450 of the Municipal Code of Chicago. However, the Chief Procurement Officer may require submittal of various information regarding MBE/WBEs actually participating in the contract for statistical purposes.

2.6 Standard of Performance

Contractor must perform all Services required of it under this Agreement with that degree of skill,

care and diligence normally shown by a Contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City. Contractor agrees to be held to the standard of care of a fiduciary. **Any review, approval, acceptance of Services or Deliverables or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor under this Agreement, at law or in equity.**

Contractor must be appropriately licensed to perform the Services, if required by law, and must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed as may be required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor must, at the City's option, perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure, unless the reason is failure to have and maintain required licensure. See subsection 8.1 (b) (ii) regarding failure to comply with licensure requirements.

2.7 Personnel

(a) Adequate Staffing

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Contractor must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Contractor to the City and with prior written consent of the City.

(b) Key Personnel

Contractor must not reassign or replace Key Personnel without the written consent of the City. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 2.7(b). The Department may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the key person or persons from performing Services under this Agreement and must replace him or them in accordance with the terms of this Agreement. Key Personnel, if any, are identified in Exhibit 1.

(c) Salaries and Wages

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. The parties acknowledge that this Section 2.7(c) is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

2.8 Best Efforts Regarding Work Force

Contractor must use best efforts to employ members of a "Minority group" (as such term is defined in Section 2-92-420(r) of the Municipal Code of Chicago), whether through itself or through approved Subcontractors, for at least 25% of the work force that performs the Services under this Agreement. Upon Commissioner's request, Contractor will be required to report with supporting documentation on its ongoing best efforts.

2.9 Insurance

Contractor must provide and maintain at Contractor's own expense, during the term of this Agreement and any time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified in Exhibit 4 of this Agreement, insuring all operations related to this Agreement.

2.10 Indemnification

(a) Contractor must defend, indemnify, and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses (as defined below), in consequence of the granting of this Contract or arising out of or being in any way connected with the Contractor's performance under this Contract, except as otherwise provided in 740 ILCS 35 "Construction Contract Indemnification for Negligence Act" if it applies, including those related to: injury, death or damage of or to any person or property; any infringement or violation of any property right (including any patent, trademark or copyright); failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor; the City's exercise of its rights and remedies under this Contract; and injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute. When 740 ILCS 35 applies, indemnification provided by the Contractor to the Indemnified Parties will be to the maximum extent permitted under applicable law.

(b) "**Losses**" means, individually and collectively, liabilities of every kind, including Monetary damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to Contractor's breach of this Agreement or to Contractor's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, Contractors, Subcontractors or licensees.

(c) The Contractor will promptly provide, or cause to be provided, to the Commissioner and the Corporation Counsel copies of such notices as Contractor may receive of any claims, actions, or suits as may be given or filed in connection with the Contractor's performance or the performance of any Subcontractor and for which the Indemnified Parties are entitled to indemnification hereunder.

(d) At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Agreement. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

(e) The Contractor shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractors, agents, or servants of Contractor even though the claimant may allege that the Indemnified Parties were in charge of the work or service performed under the Agreement, that it

involves equipment owned or furnished by the Indemnified Parties, or allege negligence on the part of the Indemnified Parties. The City will have the right to require Contractor to provide the City with a separate defense of any such suit.

(f) To the extent permissible by law, Contractor waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due to third parties arising out of any Losses, including but not limited to any limitations on Contractor's liability with respect to a claim by any employee of Contractor arising under the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

(g) The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during Contractor's performance of work or Services beyond the term. Contractor acknowledges that the requirements set forth in this section to defend, indemnify, and hold harmless the City are apart from and not limited by the Contractor's duties under this Agreement, including the insurance requirements in Exhibit 4 of this Agreement.

2.11 Ownership of Documents

Except as otherwise agreed to in advance by the Commissioner in writing or specified below under "Copyright Ownership and other Intellectual Property," all Deliverables, data, findings or information in any form prepared or provided by Contractor or provided by City under this Agreement are property of the City, including all copyrights inherent in them or their preparation. During performance of its Services, Contractor is responsible for any loss or damage to the Deliverables, data, findings or information while in Contractor's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at Contractor's expense. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction. Notwithstanding the foregoing, Contractor shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed to be a transfer of rights which are not owned by Contractor.

2.12 Copyright Ownership and Other Intellectual Property

Contractor and the City intend that, to the extent permitted by law, the Deliverables to be produced by Contractor at the City's instance and expense under this Agreement are conclusively deemed "**works made for hire**" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.*, and that the City will be the sole copyright owner of the Deliverables and of aspects, elements and components of them in which copyright can subsist, and which are owned and transferable by, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Deliverable does not qualify as a "work made for hire," Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Agreement, and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Notwithstanding the foregoing, Contractor shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed as a transfer of rights, which are not owned by Contractor. Contractor shall have no liability or duty whatsoever for any modification or change of the Deliverables or work, without Contractor's direct involvement and consent.

For the avoidance of doubt, Deliverables consisting solely of work product or intellectual property that existed prior to this Agreement or not specifically created for the City are not considered Deliverables to be produced by Contractor at the City's instance and expense under this Agreement. Nevertheless, with respect to such Deliverables, Contractor must provide such licenses to the City as may be needed to facilitate City's usage of the Deliverables, as contemplated under this Agreement or applicable Task Order.

Contractor will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Contractor warrants to the City, its successors and assigns, that on the date of delivery, except as expressly stated otherwise in writing to the Commissioner or before that date: (a) Contractor is the lawful owner of good and marketable title in and to the copyrights for the Deliverables it prepared, (b) Contractor has the legal rights to fully assign the copyrights, (c) Contractor further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, (d) Contractor is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables, (e) Contractor warrants that the Deliverables are complete, entire and comprehensive, and (f) that the Deliverables constitute a work of original authorship.

2.13 Records and Audits

(a) Records

(i) Upon request the Contractor must furnish to the City such information related to the progress, execution, and cost of the Services. All books and accounts in connection with this Agreement must be open to inspection by authorized representatives of the City. The Contractor must make these records available at reasonable times during the performance of Services and will retain them in a safe place and must retain them for a period that is the longer of (A) five (5) years, (B) as directed by the Local Records Act (50 ILCS 205), or (C) as required by relevant retention schedules after the expiration or termination of the Agreement. If Contractor fails to make such delivery upon demand, then Contractor must pay to the City any damages the City may sustain by reason of Contractor's failure.

(ii) In addition to the records to be stored by Contractor, all records that are possessed by Contractor in its service to the City to perform a governmental function are public records of the City pursuant to the Illinois Freedom of Information Act ("FOIA"), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within 72 hours of the notice.

(b) Audits

(i) The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the Services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period."

(ii) If, as a result of any such audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and, depending on the facts, also some or all of the cost of the audit, as follows:

- a. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the agreement prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;
- b. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the agreement prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

(iii) Failure of Contractor to reimburse the City in accordance with the foregoing is an event of default under this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

The audit described here does not diminish Contractor's obligation to provide audited financial statements for the previous year, as set forth in Section 4.2.

2.14 Confidentiality

(a) All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Agreement are property of the City and are confidential, except as specifically authorized in this Agreement or as may be required by law. Contractor must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions in this Agreement.

(b) Except as provided in this subparagraph 2.14(b) or the RFP or as required by law, Contractor must keep all user data confidential, Contractor may not allow it to be made available to any individual or organization, and Contractor may not request any user to waive the confidentiality of all or any portion of such data. For the avoidance of doubt, Contractor may not sell user data. Contractor is further restricted from using user data for its own marketing or any use outside the scope of the Services described in the RFP or law enforcement or emergency response purposes. Contractor must implement such measures as may be necessary to insure that its staff and its Subcontractors are bound by the confidentiality provisions of this Agreement relating to user data.

(c) Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.

(d) If Contractor is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Contractor's possession by reason of this Agreement, Contractor must immediately give notice to the Commissioner and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records, data or documents are submitted to a court or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by a court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

2.15 Assignments and Subcontracts

(a) Contractor may not assign this Agreement without the prior written consent of the Commissioner. In no case will such consent relieve the Contractor from its obligations, or change the terms of the Agreement. The Contractor must notify the Commissioner, in writing, of the name of any assignee and the reason for the assignment; consent to which is solely in the Commissioner's discretion.

(b) No part of the Services to be provided under this Agreement may be subcontracted without the prior written consent of the Commissioner; but in no case will such consent relieve the Contractor from its obligations, or change the terms of the Agreement. Further, substitution of a previously approved Subcontractor without the prior written consent of the Commissioner is not permitted. The Contractor must notify the Commissioner of the names of all Subcontractors to be used and shall not employ any that the Commissioner has not approved. Prior to proposing the use of a certain Subcontractor, the Contractor must verify that neither the Subcontractor nor any of its owners is debarred for or ineligible to participate on City contracts. This information can be found on the City's website: https://www.chicago.gov/city/en/depts/dps/provdrs/debarred_firms_list.html

(c) The Contractor will only subcontract with competent and responsible Subcontractors. If, in the judgment of the Commissioner, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services or work, acts contrary to instructions, acts improperly, is not responsible, is unfit, is incompetent, violates any laws applicable to this Agreement, or fails to follow the requirements of this Agreement, then the Contractor will, immediately upon notice from the Commissioner, discharge or otherwise remove such Subcontractor and propose an acceptable substitute for Commissioner approval. Removal and substitution must be in compliance with any applicable requirements of the MBE/WBE or DBE program.

(d) All Subcontractors and all approvals of Subcontractors are, regardless of their form, considered conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Agreement. Upon request of the City, Contractor must promptly provide a copy of its agreement(s) with its subcontractor(s). All subcontracts must contain provisions that require the subcontracted activity be performed in strict accordance with the requirements of this Agreement, provide that the Subcontractors are subject to all the terms of this Agreement, and are subject to the approval of the Commissioner. If the subcontract agreements do not prejudice any of the City's rights under this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the activity to be performed.

(e) The Contractor may not pledge, transfer, or assign any interest in this Agreement or contract funds due or to become due without the prior written approval of the Commissioner. Any such attempted pledge, transfer, or assignment, without the prior written approval of the Commissioner is void as to the City and will be deemed an event of default under this Agreement.

(f) The City expressly reserves the right to assign or otherwise transfer all or any part of its interests in this Agreement without the consent or approval of the Contractor.

(g) All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.

2.16 WAV Taxicab Dispatch Rules

Contractor agrees to abide by at all times the WAV Taxicab Dispatch Rules attached as Exhibit 3.

ARTICLE 3. DURATION OF AGREEMENT

3.1 Term; Schedule of Performance

(a) Term: The term of this Agreement shall commence on [Insert Date] ("**Commencement Date**") and, unless terminated earlier pursuant to its terms or extended pursuant to Section 3.3 below, shall terminate two (2) years from the Commencement Date.

(b) Schedule: Contractor must meet the schedule contained in Exhibit 1 for its implementation and performance of the Services.

3.2 Timeliness of Performance; No Damages for Delay

Contractor acknowledges that time is of the essence and that the failure of Contractor to comply with the schedule may result in economic or other losses to the City. City will not be liable for damages due to delay.

3.3 Extension Options

The Commissioner, before this Agreement expires, may extend the Agreement for 3 periods of one year each, by providing written notices to the Contractor.

ARTICLE 4. COMPENSATION

4.1 Basis of Payment

The City will pay Contractor according to the Schedule of Compensation in the attached Exhibit 2 for the completion of the Services in accordance with this Agreement, including the standard of performance in Section 2.6.

4.2 Method of Payment

Contractor must submit monthly invoices (in triplicate) to the City for labor and other direct costs as billed, as outlined in the Schedule of Compensation in Exhibit 2. The invoices must be in such detail as the City requests. The City will process payment within 60 days after receipt of invoices and all supporting documentation necessary for the City to verify the Services provided under this Agreement.

4.3 Funding

The source of funds for payments under this Agreement is Fund number _____. Payments under this Agreement must not exceed \$ _____ without a written amendment in accordance with Section 9.3. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City. The source of funds for this Agreement is restricted to the City's Accessibility Fund.

4.4 Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then the City will notify Contractor in

writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Contractor except that no payments will be made or due to Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments under this Agreement.

ARTICLE 5. INTENTIONALLY OMITTED.

ARTICLE 6. COMPLIANCE WITH ALL LAWS

6.1 Compliance with All Laws Generally

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and as amended whether or not they appear in this Agreement.

Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all Subcontractors to do so. Failure to do so is an event of default and may result in the termination of the Agreement.

Further, Contractor must execute an Economic Disclosure Statement and Affidavit ("**EDS**") in the form attached to this Agreement as Exhibit 4. Notwithstanding acceptance by the City of the EDS, Contractor's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Contractor must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate. Contractor agrees that Contractor's failure to maintain current throughout the term and any extensions of the term, the disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, shall constitute an event of default.

Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

6.2 Certification of Compliance with Laws

By entering into this Agreement with the City, Contractor certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet City requirements and have not violated any City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the City.

6.3 Non-Discrimination

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age,

handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is called to: Exec. Order No. 11,246,30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375,32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086,43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 61 01-61 06 (1988); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12102 et seq.; and 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal laws, rules, regulations and executive orders.

6.4 Civil Rights Act of 1964, Title VI, Compliance With Nondiscrimination Requirements

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

6.4.1 Title VI List of Pertinent Non-Discrimination Acts and Authorities

Contractor agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 - 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority

populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

6.4.2 Nondiscrimination

The Contractor, with regard to the work performed by it during the agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

6.4.3 Solicitations for Subcontracts

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

6.4.4 Information and Reports

The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

6.4.5 Sanctions for Noncompliance

In the event of a Contractor's noncompliance with the non-discrimination provisions of this agreement, the sponsor will impose such agreement sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending an agreement, in whole or in part.

6.4.6 Incorporation of Provisions

The Contractor will include the provisions of paragraphs 6.4.1 through 6.4.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

6.5 Other Non-Discrimination Requirements

6.5.1 Illinois Human Rights Act

6.5.1.1 Generally

Contractor must comply with the Illinois Human Rights Act, 775 ILCS 5/1-1 01 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 44 Ill. Admin. Code 750 Appendix A, and as further described below.

Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended; and all other applicable state laws, rules, regulations and executive orders.

6.5.1.2 State of Illinois Duties to Public Contractors (44 Ill. Admin. Code 750 et seq.)

Contractor shall comply with its obligations for public contractors under state law. These rules require that contractor examine all its job classifications to determine whether minorities or women are underutilized, and if underutilization exists in any job classification, the contractor must take appropriate affirmative action. 44 Ill. Admin. Code 750.110. Underutilization means "having fewer minority/female workers in a particular job classification than would reasonably be expected by their availability. 44 Ill. Admin. Code 750.120.

When required by the state rules, contractors shall develop and implement written affirmative action plans to overcome underutilization of minorities and/or women, including, at minimum, a description of the contractor's workforce analysis and goals and timetables for recruitment efforts, per 44 Ill. Admin. Code 750.130. Contractors shall also state in all solicitations that all applicants be afforded equal employment opportunity without discrimination ("because of race, color, religion, sex, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status, order of protection status or unfavorable discharge from military service," 44 Ill. Admin. Code 750.150), and advise in writing their personnel, referral sources, and labor organizations of the contractor's obligations under state law and any affirmative action plan.

6.5.1.3 State of Illinois Equal Employment Opportunity Clause

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Illinois Human Rights Act, the Contractor may be

declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- A) That Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- B) That, if Contractor hires additional employees in order to perform this agreement or any portion of this agreement, Contractor will determine the availability (in accordance with 44 Ill. Admin. Code Part 750) of minorities and women in the areas from which Contractor may reasonably recruit and Contractor will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- C) That, in all solicitations or advertisements for employees placed Contractor or on Contractor's behalf, Contractor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- D) That Contractor will send to each labor organization or representative of workers with which Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and 44 Ill. Admin. Code Part 750. If any labor organization or representative fails or refuses to cooperate with the Contractor in Contractor's efforts to comply with the Act and this Part, the Contractor will promptly notify the Illinois Department of Human Rights and the City and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- E) That Contractor will submit reports as required by 44 Ill. Admin. Code Part 750, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the City, and in all respects comply with the Illinois Human Rights Act and 44 Ill. Admin. Code Part 750.
- F) That Contractor will permit access to all relevant books, records, accounts and work sites by personnel of the City and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights's Rules and Regulations.
- G) That Contractor will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the agreement obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this agreement, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the City and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

6.5.2 Chicago Human Rights Ordinance MCC Ch. 6-10 (formerly Ch. 2-160)

Contractor must comply with the Chicago Human Rights Ordinance, MCC Ch. 6-10, Sect. 6-10-010 *et seq.*, as amended; and all other applicable municipal code provisions, rules, regulations and executive orders.

Contractor must furnish or shall cause each of its Subcontractors to furnish such reports and information as requested by the Chicago Commission on Human Relations.

6.6 Inspector General

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing, if applicable, undertaken pursuant to MCC Chapter 2-56., respectively, of the Municipal Code

All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

6.7 MacBride Ordinance

This law promotes fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

If this Agreement was let by a competitive bidding process as set forth in the Municipal Purchasing Act for Cities of 500,000 or More Population, In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if the primary Contractor conducts any business operations in Northern Ireland, it is hereby required that the Contractor will make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 851390 (1988 Ill. Laws 3220).

The provisions of this Section will not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

6.8 Business Relationships with Elected Officials

Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official, or any person acting at the direction of such official, to contact either orally or in writing any other City official or employee with respect to any matter involving any person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably

expects to derive any income or compensation in the following twelve months.

Violation of MCC § 2-156-030 by any elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in MCC Chapter 2-156.

6.9 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and 11-4-1560 Screening requirements.

During the period while this Agreement is executory, Contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Commissioner. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

6.10 Prohibition on Certain Contributions

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount

to the Mayor or to his political fundraising committee.

Contractor shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Contractor's bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Contractor and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

6.11 Firms Owned or Operated by Individuals with Disabilities

The City encourages contractors to employ individuals with disabilities or use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

6.12 Ineligibility to do Business with City

Failure by the Contractor or any Controlling Person (defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code shall render this Contract voidable or subject to termination, at the option of the Commissioner. Contractor agrees that Contractor's failure to maintain eligibility (or failure by Controlling Persons to maintain eligibility) to do business with the City in violation of Section 1-23-030 of the Municipal Code shall constitute an event of default.

6.13 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its

enforcement.

6.14 Duty to Report Corrupt or Unlawful Activity

Pursuant to §2-156-018 of the Municipal Code, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt Activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of §1-23-020 of the Municipal Code. Knowing failure to make such a report will be an event of default under this Agreement. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

6.15 Wages

Contractor must pay the highest of (1) prevailing wage/Davis-Bacon rate, if applicable; (2) minimum wage specified by Mayoral Executive Order 2014-4, as adjusted; (3) Chicago Minimum Wage rate specified by MCC Chapter 6-105, or (4) the highest applicable State or Federal minimum wage. The Chicago minimum wage rates and Mayoral Executive Order wage rates increase on July 1 of each year and are posted on the City website.

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

For purposes of this section, "Sexual Harassment" is as defined in MCC 6-10-020. For the avoidance of doubt, Contractor will be considered an "Employer" as defined in MCC 6-10-020.

In accordance with MCC 2-92-612, Contractor must attest by affidavit that Contractor has a written policy, compliant with the requirements of MCC 6-10-040, prohibiting Sexual Harassment. The affidavit must be in a form acceptable to the Commissioner, Contractor's affidavit is attached as the Exhibit titled "Sexual Harassment Policy Affidavit."

Contractor's failure to have a written policy prohibiting sexual harassment as provided above shall constitute an event of default. In the event of default, the Commissioner shall notify Contractor of such noncompliance and may as appropriate: (i) issue Contractor an opportunity to cure consistent with the default provisions in this Agreement; (ii) terminate the agreement; or (iii) take any other action consistent with the default provisions in the contract. This section shall not be construed to prohibit the City from prosecuting any person who knowingly makes a false statement of material fact to the city pursuant to Chapter 1-21 of the MCC, or from availing itself of any other remedies under contract or law.

6.17 Policy on Non-Disclosure of Salary History (Section 2-92-385 of the Chicago Municipal Code)

For purposes of this section, the following definitions shall apply:

"Contract" means any Agreement or transaction pursuant to which a contractor (i) receives City funds in consideration for services, work or goods provided or rendered, including contracts for legal or other professional services, or (ii) pays the City money in consideration for a license, grant or concession allowing it to conduct a business on City premises, and includes any contracts not awarded or processed by the Department of Procurement Services.

"Contractor" means the person to whom a contract is awarded.

As a condition of contract award, Contractor shall, as prescribed by the Chief Procurement Officer, attest by affidavit that Contractor has a policy that conforms to the following requirements:

(1) Contractor shall not screen job applicants based on their wage or salary history, including by requiring that an applicant's prior wages, including benefits or other compensation, satisfy minimum or maximum criteria; or by requesting or requiring an applicant to disclose prior wages or salary, either (i) as a condition of being interviewed, (ii) as a condition of continuing to be considered for an offer of employment, (iii) as a condition of an offer of employment or an offer of compensation, or (iv) as a condition of employment; and

(2) Contractor shall not seek an applicant's wage or salary history, including benefits or other compensation, from any current or former employer.

Contractor's affidavit is included in Appendix C to Contractor's Economic Disclosure Statement.

If Contractor violates the above requirements, Contractor may be deemed ineligible to contract with the City; any contract, extension, or renewal thereof awarded in violation of the above requirements may be voidable at the option of the City. Provided, however, that upon a finding of a violation by Contractor, no contract shall be voided, terminated, or revoked without consideration by the Chief Procurement Officer of such action's impact on the Contractor's MBE or WBE subcontractors.

6.18 Business Diversity Program Reporting

Pursuant to Mayoral Executive Order 2021-2, contractors must submit annual reports regarding the contractors' efforts regarding utilization of MBE and WBE firms, and other historically underutilized firms.

For purposes of this section, the following definitions apply:

"Business Diversity Program" means a program or initiative of a business enterprise which encourages or facilitates the use of minority-owned, women-owned, and other historically underutilized businesses as contractors, consultants, suppliers, or service providers for that business.

"Certified Firms" means firms possessing certifications recognized by the City of Chicago pursuant to MCC Chapter 2-92 or 49 CFR Parts 23 or 26. Specifically, MBEs, WBEs, BEPDs, VBEs, and DBEs

Contractor must submit an annual report on July 1 of each year (or other date designated by the CPO) containing information about the Contractor's Business Diversity Program, if information is available. However, for Agreements awarded June 1 through July 1, the due date for the first annual report will be August 1, all subsequent reports will be due July 1. Information to be provided will include:

- Whether Contractor has a Business Diversity Program.
- Description of the Contractor's Business Diversity Program, if any.
- Information on expenditure of goods and services from minority-owned firms and women-owned firms during the prior calendar year, expressed in dollars and percentages, to the extent information is available. For reports due in 2021, information on expenditures in both 2019 and 2020 should be provided if available.
- For each year after the first year, information on progress or changes in the program in the prior year, if such information exists.

Reports shall be submitted to a City office or location anticipated to be identified by June 15.

Contractor must submit the reports required by this Section 6.18 unless:

- (A) Contractor is a Certified Firm; or
- (B) The Agreement is for professional consulting services of an individual who is either the majority owner of the Contractor or is him- or herself the contracting party as a sole proprietor; or
- (C) All active City agreements awarded to Contractor have an award value less than \$100,000 and the aggregate award value of all agreements awarded to Contractor between May 31 of the prior year and May 31 of the current year is less than \$100,000; or
- (D) The CPO has otherwise notified the Contractor in writing that the requirement does not apply or that an exception will be made as outlined in Mayoral Executive Order 2021-2.

However, Contractors not required to report may report voluntarily.

ARTICLE 7. SPECIAL CONDITIONS

7.1 Warranties and Representations

In connection with signing and carrying out this Agreement, Contractor:

(a) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;

(b) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

(c) warrants that it will not knowingly use the services of any ineligible contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;

(d) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and have not been deemed by the City to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City;

(e) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

(f) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of § 2-92-320 of the Municipal Code , and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

(g) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 8.2 and 8.3 of this Agreement; and

(h) warrants and represents that neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Contractor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

7.2 Ethics

(a) In addition to the foregoing warranties and representations, Contractor warrants:

(i) no officer, agent or employee of the City is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code .

(ii) no payment, gratuity or offer of employment will be made in connection with any City contract, by or on behalf of any Subcontractors to Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Contractor further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

7.3 Joint and Several Liability

If Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Contractor is the joint and several obligation or undertaking of each such individual or other legal entity.

7.4 Business Documents

At the request of the City, Contractor must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

7.5 Conflicts of Interest

(a) No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

(b) Contractor represents that it, and to the best of its knowledge, its Subcontractors if any (Contractor and Subcontractors will be collectively referred to in this Section 7.5 as "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any

direct or indirect interest in any enterprise, project or contract that would conflict in any manner or degree with the performance of its work, Services, or goods to be provided under this Agreement. The Contractor further covenants that in the performance of the Agreement no person having any such interest will be employed, either by Contractor or any subcontractor, to perform any work or services under the Agreement or have access to confidential information.

(c) If the City determines that the Contractor does have such a conflict of interest, the City will notify the Contractor in writing, stating the basis for its determination. The Contractor will thereafter have 30 days in which to respond with reasons why the Contractor believes a conflict of interest does not exist. If the Contractor does not respond or if the City still reasonably determines a conflict of interest to exist, the Contractor must terminate its interest in the other enterprise, project, or contract. Further, if the City in the reasonable judgment of the Commissioner determines that any subcontractor's work or services for others conflicts with the work or services to be provided by them, upon request of the City, Contractor must require that subcontractor to terminate such other work or services immediately.

(d) If Contractor or any subcontractors become aware of a conflict, they must immediately stop work on the activity causing the conflict and notify the City.

(e) Upon the request of the City, Consulting Parties must disclose to the City their past client lists and the names of any clients with whom they have an ongoing relationship. Consulting Parties are not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Consulting Parties' past or present clients. If Consulting Parties become aware of a conflict, they must immediately stop work on the assignment causing the conflict and notify the City.

(f) Without limiting the foregoing, if the Consulting Parties assist the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

(g) Further, Consulting Parties must not assign any person having any conflicting interest to perform any Services under this Agreement or have access to any confidential information, as described in Section 2.14 of this Agreement. If the City, by the Commissioner in his reasonable judgment, determines that any of Consulting Parties' services for others conflict with the Services that Consulting Parties are to render for the City under this Agreement, Consulting Parties must terminate such other services immediately upon request of the City.

(h) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which is part of the EDS and incorporated by reference as if fully set forth here.

7.6 Non-Liability of Public Officials

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable to them under any term or provision of this Agreement or because of the City's execution, attempted execution or any breach of this Agreement.

7.7 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as Exhibit 4, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

ARTICLE 8. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

8.1 Events of Default Defined

The following constitute events of default:

- (a) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.
- (b) Contractor's material failure to perform any of its obligations under this Agreement including the following:
 - (i) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services;
 - (ii) Failure to have and maintain all professional licenses required by law to perform the Services;
 - (iii) Failure to timely perform the Services;
 - (iv) Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (v) Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
 - (vi) Discontinuance of the Services for reasons within Contractor's reasonable control;
 - (vii) Failure to comply with Section 6.1 in the performance of the Agreement;
 - (viii) Failure promptly to update EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate;

(ix) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination; and

(x) Any other acts specifically stated in this Agreement as constituting an act of default.

(c) Any change in ownership or control of Contractor without the prior written approval of the Commissioner (when such prior approval is permissible by law), which approval the Commissioner will not unreasonably withhold.

(d) Contractor's default under any other agreement it may presently have or may enter into with the City for the duration of this Agreement. Contractor acknowledges that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

(e) Contractor's violation of City ordinance(s) unrelated to performance under the Agreement such that, in the opinion of the Commissioner, it indicates a willful or reckless disregard for City laws and regulations.

8.2 Remedies

(a) Notices. The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default. The Commissioner may in her sole discretion give Contractor an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days unless extended by the Commissioner. Whether to declare Contractor in default is within the sole discretion of the Commissioner and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Commissioner will give Contractor written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Commissioner gives a Default Notice, she will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate is final and effective upon giving the notice. If the Commissioner decides not to terminate, this decision will not preclude her from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The Commissioner may give a Default Notice if Contractor fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 8.2 and Article 10, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City.

(b) Exercise of Remedies. After giving a Default Notice, the City may invoke any or all of the following remedies:

(i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services.

(ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City;

(iii) The right of specific performance, an injunction or any other appropriate equitable remedy;

(iv) The right to money damages;

(v) The right to deem Contractor non-responsible in future contracts to be awarded by the City;

(vi) The right to declare default on any other contract or agreement Contractor may have with the City.

(c) City's Reservation of Rights. If the Commissioner considers it to be in the City's best interests, she may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the City waive or relinquish any of its rights.

(d) Non-Exclusivity of Remedies. The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the City considers expedient.

8.3 Early Termination

(a) In addition to termination under Sections 8.1 and 8.2 of this Agreement, the City may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the City to Contractor. The City will give notice to Contractor in accordance with the provisions of Article 10. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the City effective 10 days after the date the notice is considered received as provided under Article 10 of this Agreement (if no date is given) or upon the effective date stated in the notice.

(b) After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed.

(c) Contractor must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the City arising from termination of subcontracts after the early termination.

(d) If the City's election to terminate this Agreement for default under Sections 8.1 and 8.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 8.3.

8.4 Suspension

The City may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Commissioner and such equitable extension of time as may be mutually agreed upon by the Commissioner and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the

Services must be treated in accordance with the compensation provisions under Article 4 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Contractor by written notice to the City may treat the suspension as an early termination of this Agreement under Section 8.3.

ARTICLE 9. GENERAL CONDITIONS

9.1 Entire Agreement

(a) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other terms, conditions, warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not addressed in this Agreement.

(b) No Collateral Agreements

Contractor acknowledges that, except only for those representations, statements or promises contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the City, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

(c) No Omissions

Contractor acknowledges that Contractor was given ample opportunity and time and was requested by the City to review thoroughly all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

9.2 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

9.3 Amendments

Except as provided in Section 4.3 of this Agreement, no changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of Contractor and by the Commissioner or their respective successors and assigns.

Whenever under this Agreement Contractor is required to obtain the City's prior written approval, the effect of any approval that may be granted pursuant to Contractor's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

9.4 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Contractor irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Service of process on Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Contractor, or by personal delivery on any officer, director, or managing or general agent of Contractor. If any action is brought by Contractor against the City concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

9.5 Severability

If any provision of this Agreement is held or deemed to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

9.6 Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

9.7 Cooperation

Contractor must at all times cooperate fully with the City and act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to ensure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

9.8 Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law

or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the City by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the City's or Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the City may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing.

9.9 Independent Contractor

(a) This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the City. The rights and the obligations of the parties are only those set forth in this Agreement. Contractor must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the City.

(b) This Agreement is between the City and an independent contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

(i) The City will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.

(ii) Contractor is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.

(iii) The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

9.10 2014 City Hiring Plan Prohibitions

(a) The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in nonexempt positions on the basis of political reasons or factors.

(b) Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a Subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Contract are employees or Subcontractors of Contractor, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

(c) Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or

factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to Contractor by a City employee or City official in violation of paragraph B above, or advocating a violation of paragraph C above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract. Contractor will also cooperate with any inquiries by OIG Hiring Oversight.

(e) The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.

ARTICLE 10. NOTICES

Notices provided for in this Agreement, unless provided for otherwise in this Agreement, must be given in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City: City of Chicago Department of Business Affairs and Consumer Protection
City Hall – Suite 805
121 North LaSalle Street
Chicago, Illinois 60602 Attention: Commissioner

With Copies to: City of Chicago Department of Business Affairs and Consumer Protection
Public Vehicle Licensing Operations
2350 W. Ogden, 1st Floor
Chicago, Illinois 60608 Attention: Deputy Commissioner

Department of Law
Room 600, City Hall 121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Contractor:

Attention:

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 10. Notices delivered by mail are considered received three days after mailing in accordance with this Article 10. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 11. AUTHORITY

Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors,

if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

[Signature Pages, Exhibits and Schedules follow.]

SIGNATURE PAGE(S)

SIGNED at Chicago, Illinois:

CITY OF CHICAGO

By: _____
Commissioner BACP

CONTRACTOR

By: _____

Its:

Attest:

State of

County of

This instrument was acknowledged before me on _____(date) by
(name/s of person/s) as _____ (type of authority, e.g., officer, trustee, etc.) of
(name of party on behalf of whom instrument was executed).

(Signature of Notary Public)

Seal:

[PSA EXHIBITS OMITTED SAMPLE PSA]

**EXHIBIT 6: WBE/WBE SPECIAL CONDITIONS FOR COMMODITIES OR SERVICE
CONTRACTS**



CITY OF CHICAGO
Department of Procurement Services
Shannon Andrews, Chief Procurement Officer
121 North LaSalle Street, Room 806
Chicago, Illinois 60602-1284

Fax: 312-744-3281

MBE, WBE, & VBESPECIAL CONDITIONS FOR COMMODITIES OR SERVICES CONTRACTS

SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT, WOMEN BUSINESS ENTERPRISE COMMITMENT, AND VETERAN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES

Policy and Terms

It is the policy of the City of Chicago that Local Businesses certified as Minority Owned Business Enterprises (MBE) and Women Owned Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses and all other Regulations promulgated under the aforementioned sections of the Municipal Code, as well as MBEs and WBEs certified by Cook County, Illinois, will have full and fair opportunities to participate fully in the performance of this contract. Therefore, the Contractor will not discriminate against any person or business on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income and will take affirmative action to ensure that women and minority businesses will have the maximum opportunity to compete for and perform subcontracts for supplies or services.

Pursuant to Section 2-92-430 of the Municipal Code of Chicago, the Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

Pursuant to Section 2-92-955 of the Municipal Code of Chicago, the Chief Procurement Officer is authorized to establish a contract-specific participation goal to veteran-owned small local businesses certified by the City (VBEs) if the contract has an estimated value in excess of \$10,000, and there are at least three VBEs in each of one or more areas of specialty germane to the contract, and the contract-specific goal is not more than 1% of the contract's value.

Accordingly, the Contractor commits to make Good Faith Efforts to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

MBE Percentage	WBE Percentage	VBE Percentage
_____ %	_____ %	_____ %

(See Form "*Bidders Commitment to Utilize MBE and WBE Firms on No Stated Goals Contract*" for Contract Specific Goals in the case of a contract subject to a bid preference pursuant to MCC 2-92-525.)

This MBE and WBE commitment is met by the Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture), or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by any combination of the foregoing.

The VBE commitment is met by the Contractor's status as a VBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the VBE participation in such joint venture), or by subcontracting a portion of the work to one or more VBEs, or by the purchase of materials used in the performance of the contract by one or more VBEs, or by any combination of the foregoing.

Note: MBE, WBE, and VBE participation goals are separate and those businesses certified with the City of Chicago as both MBE and WBE may only be listed on a bidder's compliance plan as either an MBE or a WBE, but not both, and

businesses certified as both MBE or WBE and VBE may only be listed on the bidder's compliance plan as an MBE or WBE or a VBE to demonstrate compliance with the Contract Specific Goals.

The Contractor also may meet all or part of the MBE/WBE commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector contracts.

Pursuant to MCC 2-92-535, the prime contractor may apply be awarded an additional 0.5 percent MBE or WBE credit, up to a maximum of a total of 5% additional credit, for every 1% of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentoring agreement with the contractor or subcontractor-to-subcontractor mentoring agreement. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

Definitions

"Area of Specialty" means the description of an MBE, WBE, or VBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE, WBE, or VBE firm's claimed specialty or expertise. Each MBE/WBE or VBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory (defined below). Credit toward this Contract's MBE, WBE, and VBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

NOTICE: The City of Chicago does not make any representation concerning the ability of any MBE/WBE/VBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs/VBEs to satisfactorily perform the work proposed.

"Bid" means a bid, proposal, or submittal detailing a description of the services or work to be provided by the contractor in response to a bid solicitation, request for proposal, request for qualification of task order request (issued in accordance with the Master Consulting Agreement) that is issued by the City.

"Bidder" means any person or business entity that submits a bid, proposal, qualification or submittal that seeks to enter into a contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.

"Broker" means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.

"Chief Procurement Officer" or "CPO" means the chief procurement officer of the City of Chicago or his or her designee.

"Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

"Contract Specific Goals" means the subcontracting goals for MBE, WBE, and VBE participation established for a particular contract. In the case of a contract subject to the bid incentive set forth in MCC 2-92-525, "Contract Specific Goals" means the utilization percentage for MBEs or WBEs to which contractor committed with its bid.

"Contractor" means any person or business entity that has entered into a contract with the City as described herein, and includes all partners, affiliates, and joint ventures of such person or entity.

"Direct Participation" means the value of payments made to MBE, WBE, or VBE firms for work that is performed in their Area of Specialty directly related to the performance of the subject matter of the Contract will count as Direct Participation toward the Contract Specific Goals.

"Directory" means the Directory of Certified Firms maintained and published by the City of Chicago. The Directory identifies firms that have been certified as MBEs, WBEs, and VBEs, and includes both the date of their last certification and

the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE, WBE, and VBE firms.

"Good Faith Efforts" means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that the CPO or his or her designee has determined, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements.

"Indirect Participation" refers to the value of payments made to MBE, WBE, or VBE firms for work that is done in their Area of Specialty related to other aspects of the Contractor's business. (Note: no dollar of such indirect MBE, WBE or VBE participation shall be considered in a Good Faith Efforts determination more than once against a contractor's MBE, WBE, or VBE commitment with respect to all government contracts held by that contractor.)

"Joint venture" means an association of a MBE or WBE firm or VBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE or VBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

"Mentor-Protégé Agreement" means an agreement between a prime and MBE or WBE subcontractor ("Mentoring Agreement") or an agreement between a prime's subcontractor and MBE or WBE subcontractor ("Subcontractor-to-Subcontractor Mentoring Agreement"), pursuant to MCC 2-92-535, that is approved by the City of Chicago and complies with all requirements of MCC 2-92-535 and any rules and regulations promulgated by the Chief Procurement Officer.

"Minority Owned Business Enterprise" or "MBE" means a firm awarded certification as a small, local minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as an MBE by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

"Municipal Code of Chicago" or "MCC" means the Municipal Code of the City of Chicago.

"Supplier" or "Distributor" refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of a contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

"Veteran-Owned Business Enterprise" or "VBE" means a firm awarded certification as a veteran-owned small local business in accordance with the City ordinances and Regulations. It does not mean a firm that has been found to be ineligible or which has been decertified by the City.

"Women Owned Business Enterprise" or "WBE" means a firm awarded certification as a small. Local women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a WBE by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

Joint Ventures

The formation of joint ventures to provide MBEs, WBEs, and VBEs with capacity and experience at the prime contracting level, and thereby meet Contract Specific Goals (in whole or in part) is encouraged. A joint venture for MBE or WBE credit may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE. A joint venture for VBE credit may consist of any combination of VBEs and non-certified firms as long as one member is a VBE.

- A. The joint venture may be eligible for credit towards the Contract Specific Goals only if:
 - i. The MBE, WBE, or VBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;

- ii. The MBE, WBE, or VBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
 - iii. Each joint venture partner executes the bid to the City; and
 - iv. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items i, ii, and iii above in this Paragraph a.
- b. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

The joint venture may receive MBE or WBE credit for work performed by the MBE or WBE joint venture partner(s) or VBE credit for work performed by VBE joint venture partners equal to the value of work performed by the MBE, WBE, or VBE with its own forces for a distinct, clearly defined portion of the work.

Additionally, if employees of the joint venture entity itself (as opposed to employees of the MBE, WBE, or VBE partner) perform the work, then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE, WBE, or VBE firm's percentage of participation in the joint venture as described in Schedule B.

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs, WBEs, and VBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the Contract Specific Goals.

c. Schedule B: MBE/WBE/VBE Affidavit of Joint Venture

Where the bidder's Compliance Plan includes the participation of any MBE, WBE, or VBE as a joint venture partner, the bidder must submit with its bid the appropriate Schedule B form and the proposed joint venture agreement. These documents must both clearly evidence that the MBE, WBE, or VBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's, WBE's, or VBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

- i. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
- ii. Work items to be performed by the MBE's, WBE's, or VBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;
- iii. Work items to be performed under the supervision of the MBE, WBE, or VBE joint venture partner; and
- iv. The MBE's, WBE's, or VBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

NOTE: Vague, general descriptions of the responsibilities of the MBE, WBE, or VBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as "participate in the budgeting process," "assist with hiring," or "work with managers to improve customer service" do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the MBE, WBE, or VBE joint venture partner will be responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

Counting MBE/WBE and VBE Participation Toward the Contract Specific Goals

Refer to this section when preparing the MBE/WBE/VBE compliance plans and completing Schedule D-1 and D-V for guidance on what value of the participation by MBEs, WBEs, and VBEs will be counted toward the stated Contract Specific Goals. The “Percent Amount of Participation” depends on whether and with whom an MBE, WBE, or VBE subcontracts out any portion of its work and other factors.

Firms that are certified as both MBE and WBE, MBE and VBE, WBE and VBE, or any combination thereof may only be listed on a bidder’s compliance plan as either a MBE, a WBE, or a VBE to demonstrate compliance with the Contract Specific Goals. For example, a firm that is certified as both a MBE and a WBE may only be listed on the bidder’s compliance plan under one of the categories, but not both. Except as provided in MCC 2-92-525(b)(2), only Payments made to MBE, WBE, and VBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

- a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract Specific Goals.
 - i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - ii. An MBE, WBE, or VBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE, WBE, or VBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs, WBEs, or VBEs do not participate, to determine whether non-MBE, and non-WBE, and non-VBE firms perform the same function in the marketplace to make a determination.
 - iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first tier subcontractor.
- b. Only the value of the dollars paid to the MBE, WBE, or VBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals, except as provided in MCC 2-92-525(b)(2).
- c. For maintenance, installation, repairs or inspection, or professional services, if the MBE, WBE, or VBE performs the work itself: 100% of the value of work actually performed by the MBE’s, WBE’s, or VBE’s own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE, WBE, or VBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE, WBE, or VBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE, WBE, or VBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.
- d. If the MBE, WBE, or VBE is a manufacturer: 100% of expenditures to an MBE, WBE, or VBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
- e. If the MBE, WBE, or VBE is a distributor or supplier: 60% of expenditures for materials and supplies purchased from a MBE, WBE, or VBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- f. If the MBE, WBE, or VBE is a broker:
 - i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.

- ii. As defined above, Brokers provide no commercially useful function.
- g. If the MBE, WBE, or VBE is a member of the joint venture contractor/bidder:
 - i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE, WBE, or VBE performs with its own forces toward the Contract Specific Goals; or
 - ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE, WBE, or VBE firm's percentage of participation in the joint venture as described in the Schedule B.
 - iii. A joint venture may also count the dollar value of work subcontracted to other MBEs, WBEs, and VBEs; however, work subcontracted out to non-certified firms may not be counted.
- h. If the MBE, WBE, or VBE subcontracts out any of its work:
 - i. 100% of the value of the work subcontracted to other MBEs, WBEs, or VBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
 - ii. 0% of the value of work that an MBE, WBE, or VBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).
 - iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Reductions to or Waiver of MBE, WBE, and VBE Goals

The following standards are used in determining whether or not a reduction or waiver of the MBE/WBE/VBE commitment goals of a particular contract is appropriate. If a bidder determines that it is unable to meet the MBE, WBE and/or VBE Contract-Specific Goals on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE/VBE percentages submitted on the bidder's letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority, Women, and Veteran Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

A bidder will be considered responsive to the terms and conditions of these Regulations if, at the time of bid, it submits a waiver request and all supporting documentation that adequately addresses the conditions for waiver of MBE/WBE/VBE goals, including proof of notification to assist agencies except:

- ☐ Bidders responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than

fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein; and

- Bidders responding to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.

Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his or her discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder; or re-advertising the bid/proposal. All bidders must submit all required documents at the time of bid opening to expedite the contract award.

Direct Participation

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

- a. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE/VBE firms to perform any direct work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:
 1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE/VBE firms;
 2. A listing of all MBE/WBE/VBE firms contacted that includes:
 - Name, address, telephone number and email of MBE/WBE/VBE firms solicited;
 - Date and time of contact;
 - Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)
 3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE/VBE vendors that includes:
 - Project identification and location;
 - Classification/commodity of work items for which quotations were sought;
 - Date, item and location for acceptance of subcontractor bid proposals;
 - Detailed statement which summarizes direct negotiations with appropriate MBE/WBE/VBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
 - Affirmation that Good Faith Efforts have been demonstrated by:
 - choosing subcontracting opportunities likely to achieve MBE/WBE/VBE goals; and
- ☐ not imposing any limiting conditions which were not mandatory for all subcontractors; and
- ☐ providing notice of subcontracting opportunities to MBE/WBE/VBE

firms and assist agencies at least five (5) business days in advance of the initial bid due date; and

- ☐ documented efforts or actual commitment to the indirect participation of MBE/WBE/VBE firms.

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- b. Subcontractor participation will be deemed excessively costly when the MBE/WBE/VBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder must provide the following information:
1. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE/VBE quote(s) were excessively costly (in excess of 20% higher).
 - A listing of all potential subcontractors contacted for a quotation on that work item;
 - Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
 2. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE/VBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
 - The City's estimate for the work under a specific subcontract;
 - The bidder's own estimate for the work under the subcontract;
 - An average of the bona fide prices quoted for the subcontract;
 - Demonstrated increase in other contract costs as a result of subcontracting to the MBE/WBE/VBE or other firm.

Assist Agency Participation in waiver/reduction requests

Every waiver and/or reduction request must include evidence that the bidder has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE/VBE business community. This notice must be given at least five (5) business days in advance of the initial bid due date.

The notice requirement of this Section will be satisfied if a bidder contacts at least one of the organizations on the City of Chicago Assist Agency List (available on the Department of Procurement Services website) when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B to these Special Conditions provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required to be submitted with the bid for any bid/proposal to be deemed responsive. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

Impracticability

If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.

The requirements set forth in these Regulations (this subsection " **Reductions to or Waiver of MBE, WBE, and VBE Goals**") shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE/VBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known by the Chief Procurement Officer, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

For all notifications required to be made by bidders, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

Procedure to Determine Bid Compliance

A bid may be rejected as non-responsive if it fails to submit one or more of the following with its bid demonstrating its Good Faith Efforts to meet the Contract Specific Goals by reaching out to MBEs, WBEs, and VBEs to perform work on the contract:

- ☐ MBE/WBE and VBE compliance plans demonstrating how the bidder plans to meet the Contract Specific Goals; and/or
- ☐ A request for reduction or waiver of the Contract Specific Goals as set forth in Section 6.4 of these Regulations. Please note that bidders must submit Schedules C's and D's demonstrating to what extent bidder is able to meet the Contract Specific Goals even if the bidder submits a request for reduction or waiver of the Contract Specific Goals.

In the case of a bid utilizing the "Bid Incentive to Encourage MBE and WBE Utilization" pursuant to MCC 2-92525(b)(2), failure to submit an MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goal to which the bidder has committed will not result in rejection of the bid, but the bidder may be found ineligible for the bid incentive.

Except as provided in MCC 2-92-525(b)(2), only compliance plans utilizing MBE, WBE, and VBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

The following Schedules and described documents constitute the bidder's MBE/WBE proposal, and must be submitted in accordance with the guidelines stated:

(1) Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.

The bidder must submit the appropriate Schedule C-1 with the bid for each MBE and WBE included on the Schedule D-1. Suppliers must submit the Schedule C-1 for Suppliers, first tier subcontractors must submit a Schedule C-1 for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C-1 for second tier Subcontractors. Each Schedule C-1 must be executed by each MBE and WBE and accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C-1 has been submitted with the bid, an executed original Schedule C-1 must be submitted by the bidder for

each MBE and WBE included on the Schedule D-1 within five business days after the date of the bid opening.

Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

(2) Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty. Letters of Certification for firms that the City or Cook County has found ineligible or has decertified will not be

accepted.

- (3) **Schedule B: Affidavit of Joint Venture, and Joint Venture Agreements (if applicable).** If the bidder's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section 1.3, "Joint Ventures," above. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).
- (4) **Schedule D-1: Required Schedules Regarding MBE/WBE Utilization**
Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section "Reductions to or Waiver of MBE, WBE, and VBE Goals" herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, as determined by the Chief Procurement Officer in her sole discretion, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.
All commitments for joint venture agreements must be delineated in the Schedule B.
- (5) Application for Approval of Mentor Protégé Agreement

Any applications for City approval of a Mentor Protégé agreement must be included with the bid. If the application is not approved, the bidder must show that it has made good faith efforts to meet the contract specific goals.

The following Schedules and described documents constitute the bidder's VBE proposal, and must be submitted in accordance with the guidelines stated:

- (1) **Schedule C-V: Letter of Intent from VBE to Perform as Subcontractor, Supplier and/or Consultant.**
The bidder must submit the appropriate Schedule C-V with the bid for each VBE included on the Schedule D-V. Suppliers must submit the Schedule C-V for Suppliers, first tier subcontractors must submit a Schedule C-V for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C-V for second tier Subcontractors. Each Schedule C-1 must be executed by each VBE and accurately detail the work to be performed by the VBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the VBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the VBE in its Area of Specialty. If a facsimile copy of the Schedule C-V has been submitted with the bid, an executed original Schedule C-V must be submitted by the bidder for each VBE included on the Schedule D-1 within five business days after the date of the bid opening.

Failure to submit a completed Schedule C-V in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

(2) Letters of Certification.

A copy of each proposed VBE firm's current VBE Letter of Certification from the City must be submitted with the bid/proposal. All VBE Letters of Certification issued by the City of Chicago include a statement of the VBE firm's Area of Specialty. The VBE firm's scope of work, as detailed by their Schedule C-V, must conform to their stated Area of Specialty. Letters of Certification for VBEs that the City has found to be ineligible or decertified will not be accepted.

(3) Schedule B: Affidavit of Joint Venture, and Joint Venture Agreements (if applicable).

If the bidder's VBE proposal includes the participation of a VBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section Error! Reference source not found., "Error! Reference source not found.," above. In order to demonstrate the VBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the VBE; and (3) the commitment of management, supervisory and operative personnel employed by the VBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

(4) Schedule D-V: Required Schedules Regarding VBE Utilization

Bidders must submit, together with the bid, a completed Schedule D-V committing them to the utilization of each listed VBE firm. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the VBE commitment in accordance with Section Error! Reference source not found. "Error! Reference source not found." herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each VBE firm included on their Schedule D-V. The total dollar commitment to proposed VBEs must at least equal the VBE goal. Bidders are responsible for calculating the dollar equivalent of the VBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-V must conform to those presented in the submitted Schedule C-V. Bidders shall not be permitted to add VBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional VBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any VBE in order to achieve conformity between the Schedules C-V and D-V.

All commitments for joint venture agreements must be delineated in the Schedule B.

Reporting Requirements During the Term of the Contract

- a. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs, WBEs and VBEs included in their approved MBE/WBE and VBE Utilization Plans. These written agreements will be made available to the Chief Procurement Officer upon request.
- b. The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.
- c. Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log

into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

- d. All subcontract agreements between the contractor and MBE/WBE/VBE firms or any first tier non-certified firm and lower tier MBE/WBE/VBE firms must contain language requiring the MBE/WBE/VBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <https://chicago.mwdbe.com>

- e. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE, WBE, and VBE participation and the status of any MBE, WBE, or VBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
- f. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs, WBEs, and VBEs, retaining these records for a period of at least five years after project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

Changes to Compliance Plan

Permissible Basis for Change Required

No changes to the MBE/WBE or VBE Compliance Plans or contractual MBE, WBE, and VBE commitments or substitution of MBE, WBE, or VBE subcontractors may be made without the prior written approval of the Contract Compliance Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with

the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE, WBE, or VBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

Substitutions of a MBE, WBE, or VBE subcontractor shall be permitted only on the following basis:

- a) Unavailability after receipt of reasonable notice to proceed;
- b) Failure of performance;
- c) Financial incapacity;
- d) Refusal by the subcontractor to honor the bid or proposal price or scope;
- e) Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- f) Failure of the subcontractor to meet insurance, licensing or bonding requirements;
- g) The subcontractor's withdrawal of its bid or proposal; or
- h) De-certification of the subcontractor as an MBE, WBE, or VBE (graduation from the MBE/WBE or VBE program does not constitute de-certification).
- i) Termination of a Mentor Protégé Agreement.

Procedure for Requesting Approval

If it becomes necessary to substitute a MBE, WBE, or VBE or otherwise change the Compliance Plan, the

procedure will be as follows:

- a) The bidder or contractor must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute an MBE, WBE, or VBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE, WBE, or VBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
 - b) The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
 - c) Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Contract Specific Goal by substituting a MBE, WBE, or VBE subcontractor. Documentation of a replacement MBE, WBE, or VBE, or of Good Faith Efforts, must meet the requirements in section 6.5. If the MBE, WBE, or VBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE, non-WBE, or non-VBE.
 - d) If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs, WBEs, or VBEs have a fair opportunity to bid on the new scope of work.
- e) A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.

The City shall not be required to approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary to comply with MBE/WBE/VBE contract requirements.

Non-Compliance and Damages

Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract, at law or in equity: (1) failure to demonstrate Good Faith Efforts, except in the case of a contract where a bid incentive under MCC 2-92-525 was taken into consideration in the award; and (2) disqualification as a MBE, WBE, or VBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE, WBE, or VBE was a factor in the award of the contract and such status was misrepresented by the contractor.

Payments due to the contractor may be withheld until corrective action is taken.

Pursuant to MCC 2-92-445, 2-92-740, or 2-92-955, as applicable, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs, and disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to MCC 2-92-445 or 2-92-740, within 15 business days of the final determination.

In the case of a contract for which a bid incentive under MCC 2-92-525 was taken into consideration in the award, any contractor that has failed to retain the percentage of MBE or WBE subcontractor committed to in order for the bid incentive to be allocated will be fined an amount equal to three times the amount of the bid incentive allocated, unless the contractor can demonstrate that due to circumstances beyond the contractor's control, the contractor for good cause was unable to retain the percentage of MBE or WBE subcontractors throughout the duration

of the contract period.

Arbitration

- a) In the event a contractor has not complied with the contractual MBE/WBE/VBE percentages in its Schedule D-1 and/or D-V, underutilization of MBEs/WBEs/VBEs shall entitle the affected MBE/WBE/VBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. Any disputes between the contractor and such affected MBEs/WBEs/VBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE/VBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE/VBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by these regulations are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and an MBE/WBE/VBE.
- b) An MBE/WBE/VBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitral process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the

contractor receiving notification of the intent to arbitrate from the MBE/WBE/VBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE/VBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.

- c) All arbitration fees are to be paid pro rata by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorney and arbitrator fees, as damages to a prevailing MBE/WBE/VBE.
- d) The MBE/WBE/VBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Equal Employment Opportunity

Compliance with the requirements set forth in these Regulations will not diminish or supplant equal employment opportunity and civil rights provisions as required by law.

Attachments and Schedules

The following attachments and schedules follow

- Attachment B: Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE/VBE Goals
- Schedule B: Affidavit of Joint Venture (MBE/WBE)
- Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant
- Schedule C-V: Letter of Intent from VBE to Perform as Subcontractor, Supplier, and/or Consultant
- Schedule D-1: Compliance Plan Regarding MBE/WBE Utilization
- Schedule D-V: Compliance Plan Regarding VBE Utilization

Note: Attachment A: Assist Agencies may be found on the DPS website.

**Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder's Request for
Reduction or Waiver of MBE/WBE/VBE Goals
On Bidder/Proposer's Letterhead – SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY**

RETURN RECEIPT REQUESTED

(Date)

Specification No.: {Specification Number}

Project Description: {PROJECT DESCRIPTION}

(Assist Agency Name and Address – **SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY**)

Dear _____:

_____ (Bidder/Proposer) intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due _____ advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

Our efforts to identify potential subcontractors have not been successful in order to meet the Minority/Women/Veteran Business Enterprise contract goal. **Due to the inability to identify an appropriate VBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted.** If you are aware of such a firm, please contact

Name of Company Representative at Address/Phone

within (10) ten business days of receipt of this letter.

Under the City of Chicago's MBE/WBE/VBE Programs, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within ten (10) working days of your receipt of this letter to:

Gabriel Rodriguez, Deputy Procurement Officer
Department of Procurement Services
City of Chicago
121 North La Salle Street, Room 806
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at _____.

Sincerely,

Schedule B – Affidavit of MBE/WBE/VBE Joint Venture

This form need not be submitted if all venturers are MBEs, WBEs, and/or VBEs (as applicable). In such a case, however, a written joint venture agreement among the MBE, WBE, and VBE venturers must be submitted. In all proposed ventures, each MBE, WBE, and/or VBE venture must submit a copy of their current Letter of Certification.

All information requested on this schedule must be answered in the spaces provided. Do not refer to your joint venture agreement except to expand on answers provided on this form. If additional space is required, attach additional sheets. **In all proposed joint ventures, each MBE, WBE, and/or VBE venturer must submit a copy of its current Letter of Certification.**

I. Name of joint venture: _____
Address: _____
Telephone number of joint venture: _____

II. Email address: _____
Name of non-MBE/WBE/VBE venturer: _____
Address: _____
Telephone number: _____
Email address: _____
Contact person for matters concerning MBE/WBE/VBE compliance: _____

III. Name of MBE/WBE/VBE venturer: _____
Address: _____
Telephone number: _____
Email address: _____
Contact person for matters concerning MBE/WBE/VBE compliance: _____

IV. Describe the role(s) of the MBE, WBE, and/or VBE venturer(s) in the joint venture: _____

V. Attach a copy of the joint venture agreement.

In order to demonstrate the MBE, WBE, and/or VBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital, personnel and equipment and share of the costs of bonding and insurance; (2) work items to be performed by the MBE/WBE/VBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE/VBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE/VBE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.

A. What is the percentage(s) of MBE/WBE/VBE ownership of the joint venture?

MBE/WBE/VBE ownership percentage(s) _____

Non-MBE/WBE/VBE ownership percentage(s) _____

B. Specify MBE/WBE/VBE percentages for each of the following (provide narrative descriptions and other details as applicable):

1. Profit and loss sharing: _____

2. Capital contributions:

a. Dollar amounts of initial contribution: _____

b. Dollar amounts of anticipated on-going contributions: _____

3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer):__

4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: _____

5. Provide copies of all written agreements between venturers concerning this project.

6. Identify each current City of Chicago contract and each contract completed during the past two years by a joint venture of two or more firms participating in this joint venture:

VII. Control of and Participation in the Joint Venture.

Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. Indicate any limitations to their authority such as dollar limits and co-signatory requirements:

A. Joint venture check signing:

B. Authority to enter contracts on behalf of the joint venture:

C. Signing, co-signing and/or collateralizing loans:

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

G. Management of contract performance. (Identify by name and firm only):

1. Supervision of field operations: _____
2. Major purchases: _____
3. Estimating: _____
4. Engineering: _____

VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

B. Identify the "managing partner," if any, and describe the means and measure of his/her compensation:

C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

IX. State the approximate number of operative personnel by trade needed to perform the joint venture’s work under this contract. Indicate whether they will be employees of the non-MBE/WBE/VBE firm, the MBE/WBE/VBE firm, or the joint venture.

Trade	Non-MBE/WBE/VBE Firm (Number)	MBE/WBE/VBE (Number)	Joint Venture (Number)

X. If any personnel proposed for this project will be employees of the joint venture:

A. Are any proposed joint venture employees currently employed by either venturer?

Currently employed by non-MBE/WBE/VBE venturer (number) _____

Employed by MBE/WBE/VBE venturer _____

B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

C. Which venturer will be responsible for the preparation of joint venture payrolls:

XI. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract that may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture’s work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

_____	_____
Name of MBE/WBE/VBE Partner Firm	Name of Non-MBE/WBE/VBE Partner Firm

_____	_____
Signature of Affiant	Signature of Affiant

_____	_____
Name and Title of Affiant	Name and Title of Affiant

_____	_____
Date	Date

On this _day of _____, 20 __ , the above-signed officers

(names of affiants)

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature of Notary Public

My Commission Expires: _____(Seal)

Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant



SCHEDULE C-1
MBE/WBE Letter of Intent to Perform as a
Subcontractor, Supplier, or Consultant

FOR
NON-CONSTRUCTION
PROJECTS ONLY

Project Name: _____ Specification No.: _____

From: _____
(Name of MBE/WBE Firm)

To: _____ and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above-named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

The above described performance is offered for the following price and described terms of payment:

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: _____

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: () Yes () No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

(Name/Title-Please Print)

(Email & Phone Number)



SCHEDULE D-1
Compliance Plan Regarding MBE/WBE Utilization
Affidavit of Prime Contractor

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

**MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE
BID TO BE REJECTED. DUPLICATE AS NEEDED.**

Project Name: _____

Specification No.: _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of _____
(Name of Prime Consultant/Contractor)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago and/or Cook County, Illinois (Letters of Certification Attached).

I. Direct Participation of MBE/WBE Firms:

NOTE: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each MBE/WBE firm(s) and its ownership interest in the joint venture.

B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:¹ _____%

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

¹ The Prime Contractor may claim an additional 0.5 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor is required to demonstrate Good Faith Efforts pursuant to the MBE/WBE Special Conditions in a request for a waiver or reduction of MBE/WBE goals. Indirect participation may be considered as part of such Good Faith Efforts in support of the requested waiver or reduction.

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): (☐) Yes (☐) No Add'l Percentage Claimed: ____%

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): (☐) Yes (☐) No Add'l Percentage Claimed: ____%

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): (☐) Yes (☐) No Add'l Percentage Claimed: ____%

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): (☐) Yes (☐) No Add'l Percentage Claimed: ____%

Total Participation % _____

5. Attach Additional Sheets as Needed

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct MBE Participation		

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect MBE Participation		

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct WBE Participation		

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect WBE Participation		

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

(Name- Please Print or Type)

(Phone)

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in any MBE or WBE listed in this Schedule D. Provide names of such individuals and their respective ownership percentages, and identify the MBE/WBE firms in which such ownership is held, or indicate "none." Add additional sheets if necessary:

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

(Name of Prime Contractor – Print or Type)

State of: _____

(Signature)

County of: _____

(Name/Title of Affiant – Print or Type)

(Date)

On this ____ day of _____, 20 ____, the above signed officer _____
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

(Notary Public Signature)

SEAL:

Commission Expires: _____

SCHEDULE C-V
VBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant

Project Name: _____ Specification No.: _____

From: _____
(Name of VBE Firm)

To: _____ and the City of Chicago.
(Name of Prime Contractor)

The VBE status of the undersigned is confirmed by the attached City of Chicago Certification Letter. 100% VBE participation is credited for the use of a VBE "manufacturer." 60% participation is credited for the use of a VBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above-named project/contract. If more space is required to fully describe the VBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

The above described performance is offered for the following price and described terms of payment:

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the VBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the VBE subcontract that will be subcontracted to non VBE contractors.

_____ % of the dollar value of the VBE subcontract that will be subcontracted VBE contractors.

NOTICE: If any of the VBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. VBE credit will not be given for work subcontracted to Non-VBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment, Women Business Enterprise Commitment, and Veteran Business Enterprise Commitment.

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: _____

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

(Signature of President/Owner/CEO or Authorized Agent of VBE)

(Date)

(Name/Title-Please Print)

(Email & Phone Number)

MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-V WILL CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.

SCHEDULE D-V

Compliance Plan Regarding VBE Utilization

Project Name: _____

Specification No.: _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of _____ .
(Name of Prime Consultant/Contractor)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the VBE goals of this contract.

All VBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached).

I Direct Participation of VBE Firms:

NOTE: The bidder/proposer shall, in determining the manner of VBE participation, first consider involvement with VBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified VBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each VBE firm(s) and its ownership interest in the joint venture.

B. Complete this section for each VBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of VBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

2. Name of VBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

3. Name of VBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

4. Name of VBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Add additional sheets if necessary

II. Indirect Participation of VBE Firms

NOTE: This section need not be completed if the VBE goals have been met through the direct participation outlined in Section I. If the VBE goals have not been met through direct participation, Contractor is required to demonstrate Good Faith Efforts pursuant to the VBE Special Conditions in a request for a waiver or reduction of VBE goals. Indirect participation may be considered as part of such Good Faith Efforts in support of the requested waiver or reduction.

VBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of VBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

2. Name of VBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

3. Name of VBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

4. Name of VBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Add additional sheets if necessary

II. Summary of VBE Proposal

A. VBE Proposal

1. VBE Direct Participation

VBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct Participation		

2. VBE Indirect Participation

VBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect Participation		

The Prime Contractor designates the following person as its VBE Liaison Officer:

(Name- Please Print or Type)

(Phone)

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in any VBE listed in this Schedule D.

Provide names of such individuals and their respective ownership percentages, and identify the VBE firms in which such ownership is held, or indicate "none." Add additional sheets if necessary: _____

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

(Name of Prime Contractor – Print or Type)
of: _____

State

of: _____
(Signature)

County

(Name/Title of Affiant – Print or Type)

(Date)

On this ____ day of _____, 20____, the above signed officer

(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

(Notary Public Signature)

SEAL:

Commission Expires: _____

EXHIBIT 7: E-HAIL WAV TAXICAB DISPATCH RULES

Respondent warrants that it understands and will abide by the following:

- a. Selected Respondents must at all times act in compliance with all applicable laws (including rules and regulations), including all provisions of MCC Chapter 9-112.
- b. From time to time, the Commissioner may issue additional or change existing rules and regulations.
- c. The Centralized WAV Taxicab Dispatch Service must not dispatch requests for services to drivers whose public chauffeur license status is revoked/denied/suspended/inactive/non-licensed.
- d. Selected Respondent must inform Commissioner immediately of any taxicab drivers alleged to have committed any violations of applicable rules and regulations, including failure to respond to requests for service in underserved areas.
- e. Selected Respondent will require that taxicab drivers comply with requirement that once a request for an e-hail has been accepted by a taxicab driver and customer, the taxicab driver must turn its "on duty" light to the off position and is prohibited from picking up any other passenger, including "street hails," en route to the customer pickup location designated in the initial e-hail request, unless the request is canceled by the customer.
- f. Selected Respondent must deliver services as specified in its proposal, which includes the duty to maintain costs consistent with its Proposal.
- g. Selected Respondent's E-Hail WAV Taxicab Dispatch App must at all times during the term of the Agreement meet the functionality included in its Proposal, as accepted by the City.
- h. Selected Respondent shall not misrepresent data when requested by and provided to the City.
- i. Selected Respondent must not suppress, misrepresent, or tamper with the availability of taxicab vehicles for hire in providing its services, including E-Hail WAV Taxicab Dispatch Application.
- j. Selected Respondent shall not redirect any requests for taxicabs to an alternative transportation service offered by the Selected Respondent or another company, or suggest an alternative transportation service.
- k. Selected Respondent shall not solicit or require taxicab drivers to offer alternative transportation services that are beyond the scope of the public chauffeur license.
- l. Selected Respondent shall not solicit, incentivize or recruit licensed taxicab drivers to offer alternative transportation services by using the driver information provided by the City.
- m. Services must be provided in a manner consistent with all federal, state, and local laws regarding discrimination. Discrimination against any potential or existing employee, driver, or passenger on the basis of race, color, sex, gender identity, age, religion, national origin, ancestry, sexual orientation, disability, marital status, parental status, military discharge status, or source of income is prohibited. Selected Respondent must inform drivers of this requirement, which includes an obligation to accept, without additional charge, passengers with service animals.

- n. Selected Respondent shall not discriminate against customers who are blind, low vision, deaf or hard of hearing, or have a mobility disability. E-Hail Taxicab Dispatch Application and all of the Selected Respondent's relevant company websites shall be made accessible and usable to individuals who are blind, low vision, deaf or hard of hearing.
- o. WAV taxicab trips secured through the Centralized WAV Taxicab Dispatch Service are prohibited from unauthorized dynamic taxicab fare pricing. WAV taxicab fare rates must comply with Chapter 9-112 of the Municipal Code of Chicago and applicable rules.
- p. Selected Respondent must not charge any fees in excess of or in addition to those listed in its cost proposal.
- q. Selected Respondent must maintain the insurance coverage specified in the RFP for the duration of its Participation in the Program.
- r. Selected Respondent must keep customer and driver information confidential, meaning that it may not be shared with third parties or used for purposes that are outside the scope of the Services described in the RFP. For example, Selected Respondent may not market additional products or services to customers or drivers, sell or share identifying data of customers or drivers to third parties, or use identifying data for purposes other than (i) day-to-day operations needed to ensure the proper delivery of services, (ii) customer service and driver assistance, (iii) law enforcement and agency response, or (iv) research and data analysis requested by the City. Nothing in this subsection shall prohibit Selected Respondent from providing data to law enforcement agencies for emergency response purposes. Selected Respondent shall not use data collected to retaliate against drivers or customers or otherwise engage or assist in criminal behavior.
- s. Selected Respondent agrees to establish security procedures to protect cardholder data and comply with the Payment Card Industry Data Security Standard. Selected Respondent can find details of the PCI DSS at https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml. Selected Respondent also agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of cardholder data. In the event of a breach of any of Selected Respondent's security obligations or other event requiring notification under applicable law, Selected Respondent agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and the City from and against any claims, damages, or other harm related to such a breach.

EXHIBIT 8: 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:

(2) Doing Business under Other Company Name?

If yes, Name of Company: _____

Headquarters Address: _____

City, State, Zip Code: _____

Web Site Address:

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 strategy for providing E-HAIL WAV Taxicab Dispatch
Application Services for clients: _____

(13) Briefly describe your firm's experience with providing E-HAIL WAV Taxicab Dispatch
Application Services for clients:

**EXHIBIT 9: ONLINE CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT (EDS) INSTRUCTIONS AND ATTACHMENT A, ONLINE EDS
ACKNOWLEDGEMENT**

**ONLINE CITY OF CHICAGO ECONOMIC DISCLOSURE
STATEMENT AND AFFIDAVIT (EDS) INSTRUCTIONS**

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP), FOR TAXICAB DISPATCH APPLICATION PROGRAM, 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 insert your Certification of Filing and Attachment A, Online EDS Acknowledgement form following the Cover Letter. 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 Chief Procurement Officer.

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:

Applicants:	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.
Entities holding an interest:	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.
Controlling entities:	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 email address, we suggest that you use a free internet email provider such as www.hotmail.com or www.yahoo.com or mail.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/

- 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 a full set of RFP Documents for the CENTRALIZED WAV TAXICAB DISPATCH SERVICE program, 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 10: SEXUAL HARRASSMENT POLICY AFFIDAVIT (SECTION 2-92-612)

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.

Contract title: _____

Specification #: _____

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 in compliance with Section 6-10-040 of the MCC.

In accordance with Section 6-10-040 of the MCC, Contractor's written policy prohibiting sexual harassment shall include, at a minimum, the following information:

- (i) a statement that sexual harassment is illegal in Chicago;
- (ii) the following definition of sexual harassment: "'Sexual harassment' means any (i) unwelcome sexual advances or unwelcome conduct of a sexual nature; or (ii) requests for sexual favors or conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or (2) submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting the individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment; or (iii) sexual misconduct, which means any behavior of a sexual nature which also involves coercion, abuse of authority, or misuse of an individual's employment position.'";
- (iii) a requirement that all employees participate in: (1) sexual harassment prevention training annually, (a) Employees shall participate in a minimum of one hour of sexual harassment prevention training annually, and (b) Anyone who supervises or manages employees shall participate in a minimum of two hours of sexual harassment prevention training annually, and (2) one hour of bystander training annually;
- (iv) Examples of prohibited conduct that constitute sexual harassment;
- (v) Details on: (1) how an individual can report an allegation of sexual harassment, including, as appropriate, instructions on how to make a confidential report, with an internal complaint form, to a manager, employer's corporate headquarters or human resources department, or other internal reporting mechanism; and (2) legal services, including governmental, available to employees who may be victims of sexual harassment; and
- (vi) A statement that retaliation for reporting sexual harassment is illegal in Chicago.

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 Contractor: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by
_____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

EXHIBIT 11: DATA PROTECTION REQUIREMENTS FOR CONTRACTORS, VENDORS AND THIRD-PARTIES

"Breach" means the acquisition, access, use, or disclosure of Protected Information that compromises the security or privacy of the Protected Information.

"Contractor" means an entity that receives or encounters Protected Information. Contractor includes, without limitation, entities that store Protected Information, or host applications that process Protected Information. The provisions of this Data Policy includes not only the entity that is a signatory to this Policy but all subcontractors, of whatever tier, of that entity; the signatory must inform and obtain the agreement of such subcontractors to the terms of this Data Policy.

"Protected Information" means all data provided by City to Contractor or encountered by Contractor in the performance of the services to the City, including, without limitation, all data sent to Contractor by City and/or stored by Contractor on its servers. Protected Information includes, but is not limited to, employment records, medical and health records, personal financial records (or other personally identifiable information), research data, and classified government information. To the extent there is any uncertainty as to whether any data constitutes Protected Information, the data in question shall be treated as Protected Information.

1. Information Security. Contractor agrees to the following:

- 1.1. General. Notwithstanding any other obligation of Contractor under this policy, Contractor agrees that it will not lose, alter, or delete, either intentionally or unintentionally, any Protected Information, and that it is responsible for the safe-keeping of all such information, except to the extent that the City directs the Contractor in writing to do so.
- 1.2. Access to Data. In addition to the records to be stored / maintained by Contractor, all records that are possessed by Contractor in its service to the City of Chicago to perform a governmental function are public records of the City of Chicago pursuant to the Illinois Freedom of Information Act (FOIA), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within 72 hours of the notice.
- 1.3. Minimum Standard for Data at Rest and Data in Motion. Contractor must, at a minimum, comply, in its treatment of Protected Information, with National Institute of Standards and Technology (NIST) Special Publication 800-53 Moderate Level Control. Notwithstanding this requirement, Contractor acknowledges that it must fully comply with each additional obligation contained in this policy. If data is protected health information or electronic protected health information, as defined in the Health Insurance Portability and Accountability Act and Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) and regulations implementing these Acts (see 45 CFR Parts 160 and 164), it must be secured in accordance with "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals," available on the United States Department of Health and Human Services (HHS) website <http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/index.html>, or at Volume 74 of the Federal Register, beginning at page 42741. That guidance from the HHS states that valid encryption processes for protected health information data at rest (e.g., protected health information resting on a server), must be consistent with the NIST Special Publication 800-111, Guide for Storage Encryption Technologies for End User Devices. Valid encryption processes for protected health information data in motion (e.g., transmitted through a network) are those which comply with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security Implementation; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, or others which are Federal Information Processing Standards (FIPS) 140-2 validated.

- 1.4. Where Data is to be Stored. All data must be stored only on computer systems located in the continental United States.
- 1.5. Requirement to Maintain Security Program. Contractor acknowledges that the City has implemented an information security program to protect the City's information assets, which Program is available on the City website at http://www.cityofchicago.org/city/en/depts/doi/supp_info/is-and-it-policies.html ("[City Program](#)"). Contractor shall be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of Protected Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Protected Information; (iii) protect against unauthorized access to or use of Protected Information; (iv) ensure the proper disposal of Protected Information; and, (v) ensure that all subcontractors of Contractor, if any, comply with all of the foregoing.
- 1.6. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described herein, in no case shall the safeguards of Contractor's information security program be less stringent than the information security safeguards used by the City Program.
- 1.7. Right of Audit by the City of Chicago. The City of Chicago shall have the right to review Contractor's information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the performance of the Services, from time to time and without notice, the City of Chicago, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor's information security program. In lieu of an on-site audit, upon request by the City of Chicago, Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by the City of Chicago or the City of Chicago's designee regarding Contractor's information security program.
- 1.8. Audit by Contractor. No less than annually, Contractor shall conduct an independent third-party audit of its information security program and provide such audit findings to the City of Chicago, all at the Contractor's sole expense.
- 1.9. Audit Findings. Contractor shall implement at its sole expense any remedial actions as identified by the City as a result of the audit.
- 1.10. Demonstrate Compliance - PCI. No less than annually, as defined by the City of Chicago and where applicable, the Contractor agrees to demonstrate compliance with PCI DSS (Payment Card Industry Data Security Standard). Upon City's request, Contractor must be prepared to demonstrate compliance of any system or component used to process, store, or transmit cardholder data that is operated by the Contractor as part of its service. Similarly, upon City's request, Contractor must demonstrate the compliance of any third party it has sub-contracted as part of the service offering. As evidence of compliance, the Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
- 1.11. Demonstrate Compliance – HIPAA / HITECH. If the Protected Information includes protected health information or electronic protected health information covered under HIPAA/HITECH, Contractor must execute, and be governed by, the provisions in its contract with the City regarding HIPAA/HITECH, the regulations implementing those Acts, and the Business Associate Agreement in its contract with the City. As specified in 1.3, protected health information must be secured in accordance with the "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals."
- 1.12. Data Confidentiality. Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the City of Chicago or an individual identified with the data or information in Contractor's custody.
- 1.13. Compliance with All Laws and Regulations. Contractor agrees that it will comply with all laws and regulations.
- 1.14. Limitation of Access. Contractor will not knowingly permit any Contractor personnel to have access to any City of Chicago facility or any records or data of the City of Chicago if the person has been convicted of a crime in

connection with (i) a dishonest act, breach of trust, or money laundering, or (ii) a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five years in order to verify the above. Contractor shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations.

- 1.15. Data Re-Use. Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. As required by Federal law, Contractor further agrees that no City of Chicago data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an officer of the City of Chicago with designated data, security, or signature authority.
- 1.16. Safekeeping and Security. Contractor will be responsible for safekeeping all keys, access codes, passwords, combinations, access cards, personal identification numbers and similar security codes and identifiers issued to Contractor's employees, agents or subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information to their primary business contact and to the City of Chicago Information Security Office.
- 1.17. Mandatory Disclosure of Protected Information. If Contractor is compelled by law or regulation to disclose any Protected Information, the Contractor will provide to the City of Chicago with prompt written notice so that the City of Chicago may seek an appropriate protective order or other remedy. If a remedy acceptable to the City of Chicago is not obtained by the date that the Contractor must comply with the request, the Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
- 1.18. Data Breach. Contractor agrees to comply with all laws and regulations relating to data breach, including without limitation, the Illinois Personal Information Protection Act and other applicable breach disclosure laws and regulations. Data breaches of protected health information and electronic protected health information shall be governed by the provisions regarding HIPAA/HITECH, and the regulations implementing those Acts, in the Contractor's contract with the City, specifically the Business Associate Agreement in such contract. Contractor will immediately notify the City if security of any Protected Information has been breached, and will provide information as to that breach in such detail as requested by the City. Contractor will, if requested by the City, notify any affected individuals of such breach at the sole cost of the Contractor.
- 1.19. Data Sanitization and Safe Disposal. All physical and electronic records must be retained per federal, state and local laws and regulations, including the Local Records Act. Where disposal is approved, the Contractor agrees that prior to disposal or reuse of all magnetic media (e.g. hard disk, floppy disk, removable media, etc.) which may have contained City of Chicago data shall be submitted to a data sanitization process which meets or exceeds DoD 5220.28-M 3-pass specifications. Certification of the completion of data sanitization shall be provided to the City of Chicago within 10 days of completion. Acceptance of Certification of Data Sanitization by the Information Security Office of the City of Chicago is required prior to media reuse or disposal. All other materials which contain City of Chicago data shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88, Guidelines for Media Sanitization, specifications.
- 1.20. End of Agreement Data Handling. The Contractor agrees that upon termination of this Agreement it shall return all data to the City of Chicago in a useable electronic form, and erase, destroy, and render unreadable all data in its entirety in accordance to the prior stated Data Sanitization and Safe Disposal provisions. Data must be rendered in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Certification in writing that these actions have been completed must be provided within 30 days of the termination of this Agreement or within 7 days of a request of an agent of the City of Chicago, whichever shall come first.

[Final Page]