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City Hall
121 N. LaSalle St.
Room 107
Chicago, IL 60602
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Date	Ver.	Action By	Action	Result
6/26/2013	1	City Council	Passed	Pass
6/19/2013	1	Committee on License and Consumer Protection	Recommended to Pass	Pass
6/5/2013	1	City Council	Referred	

Joe.

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 5, 2013

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Business Affairs and Consumer Protection, I transmit herewith

an ordinance authorizing the execution of a contract for centralized Wheelchair Accessible Vehicle Dispatch Services.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

ORDINANCE

WHEREAS, under Section 9-112-570 of the Municipal Code of the City of Chicago, the Commissioner of Business Affairs and Consumer Protection ("BACP") is authorized to implement, operate, and maintain a centralized dispatch system for taxicabs that are wheelchair accessible.

WHEREAS, the City issued an RFP to solicit proposals for such service, and Open Doors Organization ("Open Doors") was selected as the most highly qualified respondent.

WHEREAS, BACP wishes to enter into a contract with Open Doors for the operation of the centralized dispatch system in accordance with the terms and conditions of the Agreement attached as Exhibit A; and

WHEREAS, under the Agreement, compensation for Open Door's services are derived solely from the holders of taxicab medallion holders whose taxicabs are wheelchair accessible, and Open Doors is obligated to pay the City a percentage of its revenue from such compensation paid by the taxicab medallion holders;

NOW THEREFORE, It is Ordained by the City Council of the City of Chicago:

1. The Recitals to this Ordinance are incorporated herein.
2. The Commissioner of BACP is authorized to enter into a contract with Open Doors, in substantially in the form attached hereto as Exhibit A, with such changes that are reasonably acceptable to the Commissioner.
3. This ordinance is effective upon its passage and publication.

EXHIBIT A

AGREEMENT

BETWEEN

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

AND
OPEN DOORS ORGANIZATION

Centralized Wheelchair Accessible Dispatch

**RAHM EMANUEL MAYOR
AGREEMENT**

TABLE OF CONTENTS

TERMS AND CONDITIONS	-1
ARTICLE 1. DEFINITIONS	-1
1 Definitions	-1
2 Interpretation	-2
3 Incorporation of Exhibits and Background Information	-2
ARTICLE 2. DUTIES AND RESPONSIBILITIES OF CONTRACTOR	-3
1 Scope of Services	-3
2 Functionality of the System	-3
3 Implementation and Testing of System	-3
4 Deliverables	-3
5 Standard of Performance	-4
6 Personnel	-4
7 Best Efforts Regarding Work Force	-5
8 Insurance	-5
9 Indemnification	-5
10 Ownership of Documents	-6
11 Copyright Ownership	-7
12 Records and Audits	-7
13 Confidentiality	-8
14 Assignments and Subcontracts	-9
15 Performance Standards	-10
ARTICLE 3. DURATION OF AGREEMENT	10
1 Term; Schedule of Performance	-10
2 Timeliness of Performance; No Damages for Delay	-10
3 Agreement Extension Option	-10

ARTICLE 4. COMPENSATION	-10
1 Contractor's Compensation	-10
2 City Compensation	-10
3 No City Liability	-11
4 Non-Appropriation	-11
ARTICLE 5. INTENTIONALLY OMITTED	-11
ARTICLE 6. COMPLIANCE WITH ALL LAWS	-11
1 Compliance with All Laws Generally	-11
2 Nondiscrimination	-11
3 Inspector General	-13
4 MacBride Ordinance	-13
5 Business Relationships with Elected Officials ;	-13-
6 Chicago "Living Wage" Ordinance....	-14-
7 Environmental Warranties and Representations	-15-
8 Prohibition on Certain Contributions	-15-
9 Firms Owned or Operated by Individuals with Disabilities	-17-
10 Ineligibility to do Business with City	-17-
11 Deemed Inclusion	-17-
ARTICLE 7. SPECIAL CONDITIONS	-17-
1 Warranties and Representations	-17-
2 Ethics	-18-
3 Joint and Several Liability	-19-
4 Business Documents	-19-
5 Conflicts of Interest	-19-
6 Non-Liability of Public Officials	-20-
7 EDS / Certification Regarding Suspension and Debarment	-20-
ARTICLE 8. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET	-20-
1 Events of Default Defined	-20-
2 Remedies	-22-
3 Early Termination	-23-
4 Suspension	-23-
ARTICLE 9. GENERAL CONDITIONS	-24-
1 Entire Agreement	-24-
2 Counterparts	-24-
3 Amendments	-24-
4 Governing Law and Jurisdiction	-25-
5 Severability	-25-
6 Assigns	-25-

7	Cooperation	-25-
8	Waiver	-26-
9	Independent Contractor	-26-
ARTICLE 10. NOTICES		-27-
ARTICLE 11. AUTHORITY		-28-
SIGNATURE PAGE(S)		

List of Exhibits

EXHIBIT 1	SCOPE OF SERVICES, FUNCTIONAL REQUIREMENTS OF SYSTEM AND SCHEDULE FOR PERFORMANCE
EXHIBIT 2	SCHEDULE OF COMPENSATION
EXHIBIT 3	[Intentionally Omitted]
EXHIBIT 4	ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
EXHIBIT 5	INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE
EXHIBIT 6	CONTRACTUAL REQUIREMENTS RELATED TO HIPAA

AGREEMENT

This Agreement is entered into as of the day of 2013 ("Effective Date") by and between Open Doors Organization, a corporation ("Contractor" or "ODO"), 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 taxicabs that are wheelchair accessible. The City issued an RFP to solicit proposals for such service, and Contractor submitted a proposal. The City and the Contractor have negotiated terms for Contractor's provision of such service, 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.

2

(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	[Intentionally Omitted]
Exhibit 4	Economic Disclosure Statement and Affidavit
Exhibit 5	Insurance Requirements and Evidence of Insurance
Exhibit 6	Contractual Requirements Related To HIPAA

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

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 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, in all locations as specified in Exhibit 1, which include, without

3

limitation, all WAVs, and the facilities described in Exhibit 1, 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 reperform 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 Effective Date.

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.

5 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.

4

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.

2.6 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 2.6(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 2.6(c) is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

7 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. Contractor will be required to report on its ongoing best efforts to the Commissioner on a quarterly basis, and will provide documentation or other support showing its best efforts upon the Commissioner's request

8 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 5 of this Agreement, insuring all operations related to this Agreement.

9 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, including those related to:

- i) injury, death or damage of or to any person or property;
- ii) any infringement or violation of any property right (including any patent, trademark or copyright);
- iii) Contractor's failure to perform or cause to be performed Contractor's promises and obligations as and when required under this Agreement, including Contractor's failure to perform its obligations to any Subcontractor;
- iv) the City's exercise of its rights and remedies under Section 8.2 of this Agreement; and
- v) injuries to or death of any employee of Contractor or any Subcontractor under any workers compensation statute.

b) "Losses" means, individually and collectively, liabilities of every kind, including losses, 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) 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.

d) 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 under any Losses, including any claim by any employee of Contractor that may be subject to 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, any other statute or judicial decision.

e) 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 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 5 of this Agreement.

10 Ownership of Documents

All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Contractor under this Agreement are property of the City, including, as further described in Section 2.11 below, 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 the expense of Contractor. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction, as provided in Section 2.9.

11 Copyright Ownership

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 all aspects, elements and components of them in which copyright can subsist, 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. 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 transfer Contractor is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. 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, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Contractor warrants that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

2.12 Records and Audits

(a) Records

i) Contractor must deliver or cause to be delivered to the City all documents, including all Deliverables prepared for the City under the terms of this Agreement, promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this 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) Contractor must maintain any such records including Deliverables not delivered to the City or demanded by the City for a period of 5 years after the final payment made in connection with this Agreement. Contractor must not dispose of such documents following the expiration of this period without notification of and written approval from the City in accordance with Article 10.

(b) Audits

i) Contractor and any of Contractor's Subcontractors must furnish the Department with all information that may be requested pertaining to the performance of the Services and revenues from the Services. Contractor must keep books, documents, papers, records and accounts in connection with the

Services open to audit, inspection, copying, abstracting and transcription and must make these records available to the City and any other interested governmental agency, at reasonable times during the performance of its Services.

ii) To the extent that Contractor conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then Contractor must maintain and make similarly available to the City detailed records supporting Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

iii) Contractor must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all revenues from the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

iv) No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

v) 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." If, as a result of any such audit, it is determined that Contractor has underpaid the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amount due the City as a result of the underpayment, as well as reimburse the City for the costs of the audit.

The audit described here does not diminish the City's right to require Contractor to perform an annual audit, as set forth in Section 4.2.

2.13 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

9

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) 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.

c) 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.

d) HIPAA and AIDS Confidentiality Act. To the extent not defined here the capitalized terms below and in Exhibit 6 will have the same meaning as set forth in the Health Insurance Portability and Accountability Act (Act). See 45 CFR parts 160,162 and 164. Contractor and all its Subcontractors must comply with the Act and all rules and regulations applicable to it including the Privacy Rule, which sets forth the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164 subparts A and E; the Standards for Electronic Transactions, which are located at 45 CFR parts 160 and 162 and the Security Standards, which are located at 45 CFR parts 160, 162 and 164. Contractor must also comply with the Illinois AIDS Confidentiality Act (410 ILCS 305/1 through 16) and the rules and regulations of the Illinois Department of Public Health promulgated under it. If Contractor fails to comply with the applicable provisions under the Act or the Illinois AIDS Confidentiality Act, such failure will constitute an event of default under this Agreement for which no opportunity for cure will be provided.

Additionally, if Contractor is a Business Associate it must comply with all requirements of the Act applicable to Business Associates including the provisions contained in Exhibit 6.

2.14 Assignments and Subcontracts

(a) Contractor must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement: (i) unless otherwise provided for elsewhere in this Agreement; or (ii) without the express written consent of the Commissioner. The absence of such a provision or

10

written consent voids the attempted assignment, delegation or transfer and is of no effect as to the Services or this Agreement. No approvals given by the Commissioner, including approvals for the use of any Subcontractors, operate to relieve Contractor of any of its obligations or liabilities under this Agreement.

b) All Subcontractors are subject to the prior approval of the Commissioner. Approval for the use of any Subcontractor in performance of the Services is conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Agreement. If any Subcontractor fails to perform the Services in accordance with the terms and conditions of this Agreement to the satisfaction of the Commissioner, the City has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by Contractor personally or through any other City-approved Subcontractor. Any approval for the use of Subcontractors in the performance of the Services under this Agreement under no circumstances operates to relieve Contractor of any of its obligations or liabilities under this Agreement.

c) Contractor, upon entering into any agreement with a Subcontractor, must furnish upon request of the Commissioner a copy of its agreement. Contractor must ensure that all subcontracts contain provisions that require the Services 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.

d) The City reserves the right to assign or otherwise transfer all or any part of its interests under this Agreement to any successor.

2.15 Incorporation of Proposal; Performance Standards

The Contractor's proposal, dated December 21, 2012, and all other documentation provided to the City pertaining to the RFP, contained various promises with respect to the Services and the System to be provided by the Contractor. Such promises are incorporated in this Agreement. Any conflict or inconsistency between the terms of this Agreement and the promises made in the proposal shall be decided in favor of the Agreement; the sole purpose of including the proposal is to ensure that Contractor will be obligated to perform all of the promises in the proposal.

Nothing in Section II of Exhibit 1 is meant to diminish Contractor's responsibility to perform every obligation in this Agreement, or to limit City's rights in law or equity in case of default.

ARTICLE 3. DURATION OF AGREEMENT

3.1 Term; Schedule of Performance

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

11

(b) Schedule: Contractor must meet the schedule contained in Exhibit 2 for its implementation and performance of the Services.

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.

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

1 Contractor's Compensation

Contractor will receive no compensation from the City for the performance of the Services herein. Contractor will obtain its compensation only from charging a fee to WAV Taxicabs, which is set forth in Exhibit 2.

2 City Compensation

In consideration of obtaining this Agreement, Contractor shall pay the City a share in its revenues, which is set forth on Exhibit 2. Within 15 days after the conclusion of any month, the Contractor shall pay the City such sum for that month, and, along with the payment, provide a statement supporting the calculation of such payment, along with such documentation substantiating the calculation of such payment as the Commissioner reasonably requests. Within 30 days after the conclusion of any year, if requested by the City, the Contractor must provide, at no expense to the City, an audit from an accounting firm reasonably acceptable to the City, corroborating the Contractor's calculations of the fees due to the City in that year based upon an examination of its books and records.

3 No City Liability

Contractor waives any claims that it may have against the City during the term of this Agreement for consequential, indirect, and punitive damages, including damages for lost profits.

ARTICLE 5. INTENTIONALLY OMITTED.

ARTICLE 6. COMPLIANCE WITH ALL LAWS

1 Compliance with All Laws Generally

(a) Contractor must observe and 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, including those set forth in this Article 6, and Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Contractor must require all Subcontractors to do so, also. 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.

(b) 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.

2 Nondiscrimination (a) Contractor

Contractor must comply with applicable federal, state, and local laws and related regulations prohibiting discrimination against individuals and groups. If this Agreement is federally funded in whole or in part, additional provisions related to nondiscrimination may be set forth in Exhibit 8.

(i) Federal Requirements

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, 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

13

national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101 -6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§621 -34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 et seq.; 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.

ii) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1990), as amended, and all other applicable state statutes, regulations and other laws.

iii) City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

(b) Subcontractors

Contractor must incorporate all of this Section 6.2 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

6.3 Inspector General

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for

14

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 Legislative Inspector General or the Inspector General in any investigation or hearing, if applicable, undertaken pursuant to Chapters 2-55 or 2-56, respectively, of the Municipal Code. Contractor understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

4 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote 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.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must 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 85-1390(1988 111. Laws 3220).

The provisions of this Section 6.4 do 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.

5 Business Relationships with Elected Officials

Pursuant to § 2-156-030(b) of the Municipal Code , it is illegal for any elected official of the City, 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 a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement. The term business relationship is defined as set forth in § 2-156-080 of the Municipal Code.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than

15

one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

6.6 Chicago "Living Wage" Ordinance

a) Section 2-92-610 of the Municipal Code provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("Covered Employees"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

i) If Contractor has 25 or more full-time employees, and

ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

iii) Contractor must pay its Covered Employees, and must ensure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all Services performed under this Agreement.

b) Contractor's obligation to pay, and to ensure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

c) As of July 1, 2011, the Base Wage is \$ 11.18 per hour, and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other

16

Performing Parties must pay the prevailing wage rates.

d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Commissioner demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

e) Not-for-Pro fit Corporations: If Contractor is a corporation having federal tax-exempt status under Section 501 (c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of subsections (a) through (d) above do not apply.

6.7 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

17

awards.

6.8 Prohibition on Certain Contributions

Contractor agrees that Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("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 percent ("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 not make a contribution of any amount to the Mayor of the City of Chicago ("Mayor") or to his political fundraising committee (i) after execution of this Agreement by Contractor, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Contractor and the City, or (iv) during any period while an extension of this Agreement or any Other Contract 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 Contractor or the date Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor agrees that it 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.

Contractor agrees that 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.

Contractor agrees that a 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 Agreement, 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 Agreement, 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 Agreement resulting from this specification, the Commissioner may reject Contractor's bid.

18

For purposes of this provision:

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

"Other Contract" means any other agreement with the City of Chicago to which Contractor is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

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

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

- A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- B) neither party is married, as marriage is defined under Illinois law; and
- C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- E) two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 4. Each partner identifies the other partner as a primary beneficiary in a will.

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

6.9 Firms Owned or Operated by Individuals with Disabilities

The City encourages Contractors to 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.

10 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.

11 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.

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

20

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 this Agreement by or on behalf of any Subcontractors to Contractor or higher tier

21

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.

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.

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.

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 project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

c) 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.

(d) 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.

e) 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 2.11 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.

f) 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.

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 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.

25

(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.

26

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

27

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.

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.

3 Amendments

Except as provided in Section 3.3 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.

28

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.

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.

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.

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.

29

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.

(c)(i) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the

30

"City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

ii) 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 Agreement are employees or subcontractors of Contractor, not employees of the City of Chicago. This Agreement 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.

iii) Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, 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 Agreement, 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.

iv) In the event of any communication to Contractor by a City employee or City official in violation of Section (ii) above, or advocating a violation of Section (iii) 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 Agreement.

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 LaSalle Street Suite 805	121	N
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31

Chicago, Illinois 60602 Attention: Commissioner

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

Open Doors Organization

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.]

32

SIGNATURE PAGE(S) SIGNED at Chicago, Illinois:

CITY OF CHICAGO

By:

Commissioner BACP

OPEN DOORS ORGANIZATION

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:

EXHIBIT 1

Scope of Services, Functional Requirements for System, and Schedule for Performance

I. Services-General

The Services must be performed at all times to comply with the Municipal Code of Chicago and applicable regulations, including, without limitation, Section 9-112-570 of the Municipal Code of Chicago and Taxicab Medallion License Holder Rules and Regulations, as any of the foregoing may be amended from time to time.

1) Communication with City of Chicago/BACP

- a. Emergency Telephone Number. Maintain and provide to the Department a telephone number at which the City of Chicago/Department of Business Affairs & Consumer Protection (BACP) can reach the Wheelchair Accessible Vehicle (WAV) Taxicab Centralized Dispatch Service management or ownership within sixty (60) minutes on a 24-hour-per-day basis seven days a week.
- b. Electronic Mail (E-Mail) Address. Maintain and provide to BACP an e-mail address at which the BACP can send, and WAV Taxicab Centralized Dispatch Service can receive, e-mail communication on a 24-hour-per-day basis seven days a week. If the WAV Taxicab Centralized Dispatch Service receives an e-mail communication which requires a response to BACP, the WAV Taxicab Centralized Dispatch Service must respond to the e-mail communication within twenty-four (24) hours of receiving the request or as directed in the e-mail request.

2) Communication with the Public

- a. A single toll-free telephone number for the public to connect to the WAV Taxicab Centralized Dispatch Service to request service on a twenty-four hour basis.
- b. In addition to a single toll-free telephone number, 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, e-mailing capability, 711 Relay, or TTY/ Text Telephone capability.
- c. Develop and implement an outreach and marketing program that meets with the Commissioner's approval for promoting the WAV Taxicab Centralized Dispatch Service to the public and specifically to members of the public that use wheelchairs.

Coordinated and Timely Requests for WAV Taxicab Dispatch Service

- a. 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.
- b. The WAV Taxicab Centralized Dispatch Service must accept reservations for requests for service made up to forty-eight (48) hours in advance of the time requested for service.
- c. The WAV Taxicab Centralized Dispatch Service must ensure that its member WAV taxicabs are dispatched within thirty (30) minutes of time that a request for service is sought.
- d. The WAV Taxicab Centralized Dispatch Service must maintain equipment for a uniform two-way dispatch service to communicate to all WAV taxicabs.
- e. In the event an assigned public chauffeur fails to timely respond to a dispatched call for WAV taxicab service, the WAV Taxicab Centralized Dispatch Service must notify BACP in writing of the taxicab number dispatched, the public chauffeur license number of the public chauffeur assigned to the call for service, and the facts surrounding the failure to respond to the request for service within two (2) business days of the failed request.
- f. In the event that Centralized WAV Taxicab Dispatch Service is aware that a customer will not be picked up within 60 (sixty) minutes of the time the customer specified for pick up, Centralized WAV Taxicab Dispatch 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. This requirement in no way relieves the WAV Taxicab Centralized Dispatch Service of any other obligation in has under this Agreement, including the duty to ensure that its member WAV taxicabs are dispatched within thirty (30) minutes of time that a request for service is sought.

GPS. The WAV Taxicab Centralized Dispatch Service must maintain uniform global positioning system (GPS) equipment incorporating satellite-based computerized navigation system which at a minimum:

- a. Provides information to the dispatcher of the exact street location of each taxicab within a 200 foot tolerance.
- b. GPS equipment must be capable of full integration with the dispatch system, vehicle transmission, taximeter, and non-cash payment processing electronic equipment.

GPS equipment must be able to track and locate the location of a taxicab in real time.

GPS equipment must with at least 99% accuracy be able to track the "Meter On" Date/Time and GPS coordinates; "Meter Off Date/Time and GPS Coordinates; and the meter fare amount. GPS coordinates are degrees Latitude and Longitude.

At the request of the City of Chicago/BACP for the location of a specific WAV taxicab, the WAV Taxicab Centralized Dispatch Service must immediately respond to BACP with the location information of the WAV taxicab in question during normal business hours of operation.

If the City of Chicago/BACP provides a Web site designed to provide the location of taxicabs in the City, the WAV Taxicab Centralized Dispatch Service must provide electronic transmission of GPS data of WAV taxicabs for posting on such Web site.

Dispatch Records

The WAV Taxicab Centralized Dispatch Service must maintain taxicab vehicle dispatch records for a minimum of two (2) years.

The WAV Taxicab Centralized Dispatch Service shall make dispatch service records maintained by the WAV taxicab centralized dispatch available for inspection by the City of Chicago/BACP personnel during normal business hours.

Upon BACP request, the WAV Taxicab Centralized Dispatch Service shall provide copies of requested dispatch service records within three (3) business days of the request to the BACP.

The WAV Taxicab Centralized Dispatch Service shall maintain the following information in their dispatch service records log:

1. Name of the requestor, if given;
 2. Telephone number/contact information of the requestor, if given;
 3. Address of requested WAV taxicab service location pick-up;
 4. Date and time of requested WAV taxicab service pick-up;
 5. The taxicab medallion number of the WAV taxicab that was assigned or responded to the request;
 6. If service was provided, the date and time the requestor was picked up;
 7. If service was denied, the date and time the requestor was notified that service would not be provided and the facts surrounding the failure to respond to the request for service.
- e. Monthly Reporting. The WAV Taxicab Centralized Dispatch Service shall, on the first of each month, send a report to BACP (in a format approved by the Commissioner) with information on: (i) the number of requests for service executed by each WAV taxicab for the previous month and (ii) the number of requests for service that were not executed by each WAV taxicab for the previous month, specifically including any public chauffeur that did not comply with Rule TX7.05(d) or any other rule or regulation.

6) Public Chauffeurs Training

- a) The WAV Taxicab Centralized Dispatch Service must offer at no cost to public chauffeurs training and continuing education programs to operate and drive WAV taxicabs, including proper wheelchair securement and customer service skills related to servicing passengers using wheelchairs.
- b) The WAV Taxicab Centralized Dispatch 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. The WAV Taxicab Centralized Dispatch Service will use best efforts in cooperating with the City to develop mandatory service requirements for public chauffeurs operating WAV taxicabs, including tracking reports and imposing penalties for not meeting requirements. Any such service requirements are subject to the approval of the City.

7) Annual Financial Information/Data Reporting

- a) On January 1st and July 1st of each year, the WAV Taxicab Centralized Dispatch Service must submit to the City of Chicago/BACP a report of financial information/data for the twelve months preceding the reporting date.
- b) The WAV Taxicab Centralized Dispatch Service Financial Information/Date report will include an itemization of expenses and revenues for the twelve months preceding the reporting date.

II. Services-Detail

This Section II contains more detail on some of the Services in I above. The purpose of this Section II is to summarize additional promises made by Contractor in its proposal to the City in response to this RFP. The Contractor will fulfill all of its promises made in its proposal. Nothing in this Section II shall be construed as diminishing Contractor's obligations to perform all of the Services in this Agreement, and to provide and operate a dispatch system required by this Agreement, including those obligations contained in Section I of this Exhibit. In the case of any conflict or inconsistency between this Section II of the Scope of Services and Section I, Section I shall control.

Open Doors Organization

Open Doors Organization is a disability advocacy 501 (c)(3) non-profit organization based in Chicago, which works in the travel and tourism industry to promote better accessibility for travelers with disabilities. ODO represents that it is the go-to organization worldwide for travel and tourism accessibility. The organization further represents that it has been leading the way in every aspect of disability advocacy, from changing national laws to helping corporations increase accessibility and market to customers with disabilities; works as a liaison between customers and service providers in the travel, transportation and tourism; has been intimately involved in the taxi industry for the last decade; and, played a major role in developing the original Centralized Dispatch. ODO purports that it therefore understands what the endeavor involves and how it should be run to maximize driver and customer satisfaction.

Driven Solutions, LLC

Open Doors Organization will subcontract to Chicago-based technology development company Driven Solutions, LLC to provide the technological innovation necessary to create a progressive Dispatch system that fully meets the requirements of this Agreement. ODO represents that Driven Solutions has adapted groundbreaking, GPS-based technology to provide streamlined and convenient taxicab dispatch service to people with disabilities. Driven Solutions' business philosophy on implementing this important service is rooted in three critical tenets: 1)

everyone, regardless of race, income, location or ability, should have access to fast, safe and affordable transportation; 2) public chauffeurs should have access to technology that will help increase their income and improve their job satisfaction; and 3) this is best achieved through a public-private partnership between the City of Chicago and the purveyors of leading-edge technology in the private sector.

Introduction

Contractor shall perform the Services in a manner that will better serve people with disabilities and will incentivize WAV drivers, affiliates and medallion owners to actively participate in the WAV Taxicab Centralized Dispatch Service.

By increasing incentives to drivers who respond quickly and serve their customers well, and by disciplining drivers who ignore their responsibilities, a system of better, more efficient, more accountable, technology-oriented service in Chicago can be created.

ODO represents that with its nearly 13 years of experience in the field of accessible travel and transportation, it is the highly qualified, deeply knowledgeable choice to ensure that people with disabilities are well-served.

Drivers will be able to process TAP vouchers (issued by the RTA and PACE to eligible people with a disability for transportation payment) and ODO will track compliance by drivers in

responding to requests for WAV dispatch.

Contractor will implement extensive automated data tracking and GPS location data regarding WAV taxicabs. In addition, ODO will provide the City data on use of the "short lane" at the airports by those drivers that receive "short lane" vouchers as an incentive. Contractor will form a WAV Committee, which will meet quarterly, with drivers, people with a disability, and government officials, to continue to improve dispatch services to people who use wheelchairs.

Implementation Plan

Contractor's implementation plan aims to improve accessibility, efficiency, accuracy, speed, accountability and revenue in the centralized WAV dispatch.

The WAV Taxicab Centralized Dispatch Service, with the exception of integration directly into the taxicab meters, will be operational by May 1, 2013. Prior to that date, Contractor will pilot the program with a small number of WAV taxicabs and drivers. All associated design, programming, and fixes will be completed by May

1, 2013.

Plan for Accountability and Training of Drivers

Because the key to dispatch is having the drivers respond to the dispatch call, Contractor shall use a combination of driver incentives to assure response to dispatch calls for WAV taxicabs.

1. Accountability

Total Quality Score (TQS): Driven Solutions' Snag technology has developed and will implement a system for deriving a composite WAV performance score. The score will be continually tabulated in real time and each data point will be weighted according to its importance to the efficient and timely dispatch of WAV taxicabs. The score will be based upon the following criteria:

- i. Percentage of WAV taxicabs operating;
- ii. Percentage of WAV taxicab dispatch calls completed and not completed;
- iii. Average WAV taxicab arrival times
- iv. Average distance traveled to pick up passengers
- v. Descriptive data on all complaints, comments, and inquiries received

Drivers will be ranked by their TQS, which data will be available to the City to aid its assessment of the WAV drivers nominated for the annual WAV taxicab driver award pursuant to 9-112-575.

Refusal to accept WAV dispatch, bad customer service, or late arrival will be progressively disciplined, from mandating classes to notifying WAV owners that the driver should not be driving a WAV taxicab as they are not using the WAV taxicab to pick up customers who use wheelchairs. All disciplinary actions will be forwarded to the City for entry into the drivers' files.

Commitment to serve community members with a disability and excellent customer service will be progressively awarded, including awards of vouchers for use at the airports allowing the drivers access to immediate dispatch to the terminals without wait (commonly referred to as the "short" or "fast" lane at the airports) and gift cards (for food and/or gas).

2. Training

Training is essential to the success of this program. A well-trained WAV taxicab driver will result in improved customer service for people with a disability and higher incomes for a driver.

ODO has created and will implement a full-day curriculum which covers: an overview of the laws and regulations that govern taxicab drivers; the definition and different types of disabilities; common courtesies and appropriate language; service animals; how to improve revenues by serving community members with a disability, and customer service skills for working with any type of disability, including blindness, deafness, and mobility limitations.

Customer Assurances

Snag technology will improve the Centralized WAV Dispatch by ensuring passengers get the right kind of transportation as quickly as possible. Technology will allow passenger and driver to communicate to verify pick

-up times and locations. Snag Tek will install Android devices in all WAV taxicab by May 1, 2013. All technology will be hands free and include text to speech for safe use by driver.

The Snag application provides map-based visuals of the taxicab location while en route to the passenger, so that he or she knows the cab is coming, and allows customers to choose whether a non-WAV taxicab will be suitable. The technology will also allow the customer to specify a preference for a particular type of WAV - such as a van, CNG, or hybrid.

Snag can schedule rides up to two days in advance and has implemented an innovation feature to ensure accuracy: if the call is more than 24 hours in advance of pick-up. Snag will identify the primary driver for the fare and a secondary driver who will assume the fare should the primary driver forget or neglect the fare. The Snag application also sends reminders to drivers for advance scheduled rides.

Customers may call (800) WAV_TAXI on a 24-hour-per-day basis seven days a week.

Accessibility for Customers

Integration with phone voice controls: All Snag notifications can be translated into voice for

people with a visual disability by integrating with smart phone voice control features.

Text-based dispatch and arrival alerts: Snag provides options for text dispatch for people with a communication disability. Text and vibration alerts keep passengers informed on location and arrival of their taxicab.

Multiple arrival alerts: Snag sends multiple arrival alerts to several phone numbers, should a person with a disability rely on a doorman, relative or attendant to assist them to the taxicab.

Staffing and Management

a. Management

ODO Executive Director Eric Lipp, an experienced organizational leader and expert in the field transportation for people with a disability, will manage dispatch staff and operations.

Finance & Reporting: ODO staff trained in financial auditing and reporting will be the City's point of contact for reports and transfers of revenue shares.

WAV Training: Laurel Van Horn, ODO Program and Research Director, an experienced trainer, will oversee America's most extensive and progressive WAV taxicab training program.

b. ODO Staff

The following are minimum staffing levels to be provided by Contractor. Contractor will provide such additional staffing, beyond the minimum levels contained herein, as necessary at its sole cost and expense, to perform the Services to the level required in this Agreement.

Dispatchers: ODO will employ six full-time Dispatchers, who will cover three 8 V2 hour shifts (two per shift) for 24-hour coverage.

Two part-time dispatchers will relieve night shift workers and support peak travel periods during holidays and special events. A Dispatch Manager will oversee the dispatchers and dispatch calls.

The Dispatcher position, which requires extensive customer services abilities, involves taking requests from customers with disabilities, ensuring that drivers meet customer needs, logging complaints and commendations, tracking driver statistics, and assisting the Dispatch Manager in ensuring that all record keeping is accurate. The company benefit package, including health insurance and compensation, depends on experience, but will begin at \$10.0 per hour.

The Dispatch Manager will supervise all dispatching and administrative functions of the WAV Taxicab Centralized Dispatch Service, including: acting as a liaison and resolving any issues that

may arise between dispatchers and customers or drivers; scheduling shifts; providing leadership during the start-up and transition periods; and participating in the hiring and termination process.

ODO overflow staffing: From 9am to 5pm, in addition to the two dispatchers on duty as stated above, three ODO employees will be available for back up and clerical work, such as managing complaints or administrative duties.

In addition to its partnership with Driven Solutions, a minority-owned business, ODO will leverage its connections with Access Living and Rehabilitation Institute of Chicago to employ people of color who have disabilities so that its workforce is comprised of +at least 25% historically disadvantaged people.

c. Driven Solutions Staff .

Technology Backend Supervisor: will manage all components of backend technology including servers, application development and troubleshooting.

WAV Data Center Coordinator: will compile, organize and externalize data for reporting to the city and tracking performance.

Application Administrator: will troubleshoot bugs in app, implement new features, integrate with other

programs and software and marketing app online.

Hardware Technician: will ensure all hardware and equipment is installed properly and operable at all times.

d. Experienced Dispatch Consultant

Shoib Hasan, president and CEO of Globe Taxi Association, will support ODO/Driven Solutions through the transition from traditional dispatch to data, mobile application direct dispatch. His 30 years of experience as a driver, owner and affiliation dispatch professional will be critical to the program's initial success.

Technology

a. Driven Solutions

Driven Solution's Snag technology is founded on business policies and procedures that honor all stakeholders, including drivers, government officials, passengers and medallion owners and affiliations. Driven Solutions will do the following:

1. Beta test everything: Snag beta tests all new technology developments in two ways: 1) submitting new developments to technical tests, and 2) then, submitting them to tests by users to ensure ease of use for the end user.
2. Keep accurate records: It is Driven Solutions' policy to automatically update, backup and externalize data every 12 hours to ensure the integrity of our records. Long-term and real time data will be accessible to the City at all times via the online WAV Data Center. Snag staff is also dedicated to running special data reports periodically and upon special request.
3. Verify and confirm service completion: Driven Solutions' commitment to consumers and to the City of Chicago is not just to connect passengers to cabs, but also to support the sale and complete the service. Therefore, a transaction is not closed until Snag can verify: 1) that a passenger was picked up within 30 minutes, in the right kind of vehicle, or 2) that the fare was canceled by the passenger or neglected by the driver.
4. Respond to all requests and complaints: Snag has staff dedicated to processing and responding to input from all stakeholders. No inquiry goes unanswered. Snag achieves this in two ways: 1) by performing a system-wide diagnosis for bugs identified by users; 2) by then responding to all input with a written explanation or fix for the inquiry.
5. Integrate with industry: It is Snag's policy to comply with all rules and regulations that govern the Chicago taxicab industry and to adopt business practices that enhance and augment the economic viability of the taxicab industry. Snag is the industry's technical support, not its competitor.
6. Track and locate: By integrating its application to operate with existing meters that are already approved for accuracy of meter on/off activity tracking, Snag can confirm the ability to maintain 99% accurate meter operation tracking. Snag GPS technology can locate WAV taxicabs in real time within a 200-foot tolerance.

b. Equipment in Hospitals and Medical Centers

Technology such as iPads or iPad Minis will be installed in hospitals, medical centers, and other key

areas such as dialysis centers and hotels. Installation will be ongoing, beginning July 1, 2013 with a pilot program. A minimum of one hundred (100) devices will be installed throughout the city by October 31, 2013. Exact location of the devices will be determined by forecasted community demand and will adjust based on usage.

Community Outreach

A critical strength of the proposal is ODO's relationship and credibility with the disability community.

c. WAV Advisory Committee

The committee will assist in beta tests of new Snag app features and guide the actions and strategy of the WAV Taxicab Centralized Dispatch Service and training programs. The WAV Advisory Committee will be comprised of members from all stakeholder groups, including

drivers, owners, community activists and government officials. The committee will convene quarterly.

d. Workshops

Several workshops will allow individuals to experience the WAV Taxicab Centralized Dispatch Service's offerings in person. ODO will hold forums throughout the city to inform the community about the WAV Taxicab Centralized Dispatch Service. ODO will also participate in the consumer education series with the Mayor's Office for People with Disabilities at the Access Chicago event.

e. Social Media

The disability community is tech savvy. Through Facebook, Twitter, Instagram and other social media sites, ODO/Driven Solutions will build an online community where ideas, complaints and connections are facilitated to help improve WAV service in Chicago and make it fun for users.

f. Post on Applevis

Applevis.com <<http://Applevis.com>> empowers users of Apple products and related applications who are blind or have low-vision. By listing the Snag app for open integration on Applevis, it will become easily accessible to thousands of people with visual disabilities.

g. Live phone calls

ODO/Driven Solutions will acquire phone numbers of known WAV and TAP users and execute phone banking to communicate with individuals one-on-one. A prepared script will inform targeted individuals about the WAV Taxicab Centralized Dispatch Service. When necessary, customer support will call and provide individuals with smart phones one-on-one instruction for downloading the Snag app.

Public Relations

ODO/Driven Solutions will engage the press to garner earned media exposure on television, in print, online, on the radio and especially in publications targeted at the disability community.

EXHIBIT 2

SCHEDULE OF COMPENSATION

Compensation to contractor:

Contractor's total compensation shall be derived from the fee it may charge to holders of medallions of WAV Taxicabs. The fee shall not exceed \$215/month per WAV Taxicab. The fee set herein is inclusive of all charges and expenses, including any charges or expenses for the equipment that Contractor must install in the WAV Taxicabs.

The monthly subscription fee paid by each medallion licensee will decrease according to the below schedule:

WAV Taxicabs Cost to Medallion Licensees

Up to 219 WAV Taxicabs	\$215 per month
220 to 499 WAV Taxicabs	\$ 195 per month
500 to 999 WAV Taxicabs	\$ 175 per month
1,000 to 2,999 WAV Taxicabs	\$ 125 per month
3,000 to 99.9% Accessible Fleet	\$100 per month
100% Accessible Fleet	\$50 per month

Compensation to City:

Contractor shall pay the City 5% of its gross revenue from the compensation that it derives from holders of medallions of WAV Taxicabs.

EXHIBIT 3 [Intentionally Omitted]

EXHIBIT 4

ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

EXHIBIT 5

INSURANCE REQUIREMENTS AND EVIDENCE
OF INSURANCE

CONTRACT INSURANCE REQUIREMENTS - REVISED

Department of Business Affairs and Consumer Protection Centralized

Wheelchair Accessible Dispatch Service

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

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$100,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or Services.

Subcontractors performing work for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

4) Professional Liability

When any project managers/ administrators, training professionals and other professional consultants perform work or Services in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5) Valuable Papers

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

6) Blanket Crime

The Contractor must provide Blanket Crime coverage covering all persons handling funds under this Contract, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit must be written to cover losses in the amount of maximum monies collected, received and on premises at any given time.

7) Property,

The Contractor is responsible for all loss or damage to City property at full replacement cost that results from this Contract.

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

B. ADDITIONAL REQUIREMENTS

The Contractor must furnish the City of Chicago, Department of Business Affairs and Consumers Protection, City Hall, Room 805, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Nonconforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Contractor must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Contractor under the Contract.

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

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.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

EXHIBIT 6

CONTRACTUAL REQUIREMENTS RELATED TO HIPAA

The terms below that are capitalized and in bold have the same meanings as set forth in the Health Insurance Portability and Accountability Act. See 45 CFR parts 160 and 164.

1. Contractor must not use or further disclose Protected Health Information ("PHI") other than as permitted or required by this Agreement or as Required by Law.
(<http://www.hhs.gov/ocr/hipaa/>)
2. • Contractor must use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement.
3. Contractor must mitigate to the extent practicable any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement.
4. Contractor must report any use or disclosure of the PHI not provided for by this Agreement to the City.
5. Contractor must ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Contractor on behalf of the City agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
6. If the Contractor has PHI in a Designated Record Set then Contractor must provide access, at the request of the City, and in the time and manner designated by the City, to PHI in a Designated Record Set, to City or, as directed by City, to an Individual in order to meet the requirements under 45 CFR 164.524.
7. If the Contractor has PHI in a Designated Record Set then Contractor must make any amendments to PHI in a Designated Record Set that the City directs or agrees to pursuant to 45 CFR 164.526 at the request of City or an Individual, and in the time and manner designated by City.
8. Contractor must make internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of, City available to the City, or at the request of the City to the Secretary, in a time and manner designated by the City or the Secretary, for purposes of the Secretary determining City's compliance with the Privacy Rule.
9. Contractor must document the disclosure of PHI and information relating to such disclosures as would be required for City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
10. Contractor must provide to City or an Individual, in time and manner designated by City, information collected which relates to the disclosure of PHI, to permit City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

11. Contractor must either return all PHI to the City or destroy it, at the City's option, upon termination or expiration of this Agreement.
12. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic health information that it creates, receives, maintains, or transmits on behalf of the City as required by 45 CFR part 164.
13. Contractor must ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it.
14. Contractor must report to the City any security incident of which it becomes aware.

CITY OF CHICAGO ECONOMIC DISCLOSURE STATE.MKNT AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

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Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

- 1. [] the Applicant OR 2. [] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: OR 3. [] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: M. C Y\<T\l ft., # 301 Qli.(^ .JL,,b0bL4 _ _ .

C. Telephone: till)) 3ffiHff??T fax: {ll^^b?^~75L'1 Email:\f^Q^J^CQr^Mp &rj

D. Name of contact person: \^Y\C L-l pp

E. Federal Employer Identification No. (if you have one): \ ;

E. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

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G. Which City agency or department is requesting this EDS? FSusiiAjj S"S AVfea'-S ^ C<Z;^~XW\{S

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # and Contract it

SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing

- Person
- Publicly registered business corporation
- Privately held business corporation
- Sole proprietorship
- General partnership
- Limited partnership
- Trust

Party:

- Limited liability company Limited liability partnership Joint venture
- Not-for-profit corporation (Is the not-for-profit corporation also a 501(c)(3))?
 Yes No
- Other (please specify)

For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

No

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

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2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture.

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-1 54-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Percentage Interest in the Disclosing Party

SECTION III - BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-1 56 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

Yes

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NO TE: "hourly rate" or "t.b.d." is not an acceptable response.

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(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities. SECTION V --

CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes No [no person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes No

B. FURTHER CERTIFICATIONS

I. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section U.B.I. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
 - d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
 - e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.
3. The certifications in subparts 3, 4 and 5 concern:
- the Disclosing Party;
 - any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section I V, "Disclosure of Subcontractors and Other Retained Parties");
 - any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
 - any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Page 5 of 13

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-1 56 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

&Dn.t

Page 6 of 13

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

NOrlt

9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

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C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

1. is |y/is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

Ncn<L

Page 7 of 13

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?
 Yes No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1. proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

Page 9 of 13

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes No

If you checked "No" to question 1. or 2. above, please provide an explanation:

SECTION V II -- ACKNOWLEDGMENTS, CONTRACT COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cilyofchicago.org/Ethics <<http://www.cilyofchicago.org/Ethics>>, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (3 12) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.I. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. H.P.A. on the federal Excluded Parties List System ("F.PLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F. I. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., E.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

(Sign here)

(Print or type name of person signing)

(Print or type title of person signing)

OFFICIAL SEAL MEGAN FRAIN Notary Public - State of Illinois My Commission Expires Apr 20, 2015

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this CDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited

partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

Yes

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

Pane 13 of 13