

**REQUEST FOR PROPOSAL (“RFP”) FOR
TAXICAB DISPATCH APPLICATION “E-HAIL” PROGRAM**

Required for use and distributed by:

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



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

Attn: Taxicab Dispatch App Program
Department of Business Affairs and Consumer Protection
Public Vehicles Operations
BACPPV@cityofchicago.org 312-746-9305
2350 W. Ogden, First Floor
Chicago, IL 60608

A Pre-Proposal Conference will be held on May 15, 2015 at 3:00 P.M. Central Standard Time (CST), at the Department of Business Affairs and Consumer Protection, 121 N. LaSalle Street, City Hall, Room 805, Hearing Room, Chicago, IL 60602.

Attendance is Non-Mandatory, but encouraged.

**PROPOSALS MUST BE RECEIVED NO LATER THAN 4:00 P.M., CENTRAL TIME, ON
JUNE 5, 2015**

**RAHM EMANUEL
MAYOR**

**MARIA GUERRA LAPACEK
COMMISSONER, BACP**

TABLE OF CONTENTS

	<u>Page</u>
I. GENERAL INVITATION	5
II. BACKGROUND FOR TAXICAB DISPATCH APPLICATION “E-HAIL” PROGRAM	6
III. GENERAL INFORMATION AND GUIDELINES	6
3.1 Communications Between the City of Chicago and Respondents	6
3.2 Deadline and Procedures for Submitting Proposals	7
3.3 RFP Information Resources	8
3.4 Procurement Timetable	8
3.5 Transparency Website: Trade Secrets	9
3.6 Addenda	9
3.7 City’s Rights to Reject Proposals	10
3.8 No Liability for Costs	10
3.9 Prohibition on Certain Contributions.- Mayoral Executive Order No. 2011-4	10
3.10 False Statements	11
3.11 Inspector General and Legislative Inspector General	12
3.12 Duty to Report Corrupt Activity	13
3.13 Format of Proposals	13
IV. ADDITIONAL INFORMATION, PROPOSAL REQUIREMENTS, AND EVALUATION PROCESS	13
4.1 Required Contents of Proposal	13
4.2 Evaluating Proposals	20
EXHIBIT 1	23
SCOPE OF SERVICES FOR E-HAIL TAXICAB DISPATCH SERVICE APPLICATION PROGRAM	23
EXHIBIT 2	25
MANDATORY AND PREFERRED FUNCTIONALITY FOR E-HAIL TAXICAB DISPATCH SERVICE APPLICATION PROGRAM	25
EXHIBIT 3	32
ITEMIZED COST PROPOSAL (CHARGES TO BE IMPOSED ON TAXICAB LICENSE HOLDERS, TAXICAB DRIVERS, AND/OR PASSENGERS)	32
EXHIBIT 4	33
INSURANCE REQUIREMENTS AND INSURANCE CERTIFICATE	33
FOR	33
E-HAIL TAXICAB DISPATCH APPLICATION	33
EXHIBIT 5	36
E-HAIL TAXICAB DISPATCH APPLICATION PROGRAM RULES	36
EXHIBIT 6	39
COMPANY PROFILE INFORMATION	39
EXHIBIT 7	41
ONLINE CITY OF CHICAGO	41
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS) AND APPENDIX A INSTRUCTIONS	41
AND	41
ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT	41
EXHIBIT 8	52

AGREEMENT	52
Agreement Attachment A	53
Additional Terms and Conditions	53

EXHIBITS

- Exhibit 1: Scope of Services for E-Hail Taxicab Dispatch Service Application Program
- Exhibit 2: Mandatory and Preferred Functionality of Applications for E-Hail Taxicab Dispatch Service Application Program
- Exhibit 3: Itemized Cost Proposal (Charges to Be Imposed on Taxicab License Holders, Taxicab Drivers, and/or Passengers)
- Exhibit 4: Insurance Requirements and Insurance Certificate
- Exhibit 5: Taxicab Dispatch Application Program Rules
- Exhibit 6: Company Profile Information
- Exhibit 7: Online City of Chicago Economic Disclosure Statement and Affidavit and Appendix A (EDS) Instructions and Attachment A, Online EDS Acknowledgement
- Exhibit 8: Agreement
Agreement Exhibit A: Additional Terms and Conditions

REQUEST FOR PROPOSAL (“RFP”)

for

TAXICAB DISPATCH APPLICATION “E-HAIL” PROGRAM

I. GENERAL INVITATION

The Taxicab Dispatch Application “E-Hail” Program seeks to designate internet-enabled applications that will dispatch City of Chicago licensed taxicabs pursuant to requirements listed in this RFP.

The City of Chicago recognizes the traveling public and commuters’ increasing desire to request and pay for taxicab services using internet-enabled and software based technology (“E-Hail”). The goal of the Taxicab Dispatch Application “E-Hail” Program (the “Program”) is to improve the experience of the taxicab riding public by promoting modern methods of procuring taxicab services that are reliable, secure, and easy to use by the general public.

The City of Chicago (the “City”) acting through its Department of Business Affairs and Consumer Protection (“BACP”) invites the submission of proposals in response to this Request for Proposals (“RFP”) for inclusion in a select group of E-Hail applications.

For purposes of this RFP, “**Commissioner**” means the Commissioner of BACP. “**Department**” means BACP. “**Respondent**” means the companies or individuals that submit proposals in response to this RFP. “**Selected Respondent**” or “**Contractor**” means the chosen awardee(s). “**Proposal**” will refer to the documents submitted in response to this RFP. “**Period of Designation**” or “**Designation**” means the time during which Respondent is required by the City to perform the Services.

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

II. BACKGROUND FOR TAXICAB DISPATCH APPLICATION “E-HAIL” PROGRAM

Pursuant to Section 9-112-565 of the Municipal Code, the City shall establish a Program by which it will require City of Chicago licensed taxicabs to accept dispatches through internet-enabled applications and allow passengers to electronically hail City of Chicago licensed taxicabs. The purpose of this RFP is to qualify one or more such electronic hailing applications (“E-Hail App” or “App” or “Application”) that best meet the requirements of the City as eligible for use with this Program. The taxicab industry is not prohibited from using applications other than E-Hail Apps designated pursuant to this RFP; however, use of any non-designated application will not satisfy the Program requirements that taxicabs must use at least one of the City-designated Applications.

The Period of Designation for any E-Hail App selected by the Commissioner under this RFP will be for one (1) year and three (3) optional extension periods of one (1) year each, to be exercised in the sole discretion of the Commissioner. The Commissioner, in her discretion, may terminate designation pursuant to the rules that she promulgates for the Program. Exhibit 5 contains preliminary rules that will be promulgated by the Commissioner that will govern the entities whose applications are selected pursuant to this RFP; the Commissioner may amend them from time to time in her discretion. The rules govern, among other things, required functionality for the E-Hail Apps, reporting requirements to the City, prohibitions, and prescriptions regarding contracts between the E-Hail App providers and the taxicab companies. The Commissioner has the right to make changes to the Program in accordance with Section 9-112-565.

Once selected by the City, the entities providing the E-Hail Apps must sign the Agreement included as Exhibit 8. The City reserves the right to impose by regulation liquidated damages on any entity that breaches the Agreement during the designation period.

The functionalities that are required to be provided by the E-Hail Apps, and the functions to be provided by the entities providing them, are described more fully in the pages that follow. Entities with preexisting E-Hail Apps are encouraged to respond.

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

III. GENERAL INFORMATION AND GUIDELINES

3.1 Communications Between the City of Chicago and Respondents

A. Submission of Questions or Requests for Clarifications

All questions or requests for clarification must be in writing, sent by e-mail with subject line heading of “Questions Regarding the City E-Hail App Program” and directed to the Department of Business Affairs and Consumer Protection at BACPPV@cityofchicago.org, and must be received no later than 4:00 p.m. Central Time, on May 22, 2015. Respondents are encouraged, but not required, to submit questions one (1) week prior to the scheduled Pre-Proposal Conference.

No telephone calls will be accepted unless the questions are general in nature.

B. Pre-Proposal Conference

The City will hold a Pre-Proposal Conference in the Department of Business Affairs and Consumer Protection, Room 805, Hearing Room, City Hall 121 N. LaSalle Street, Chicago, Illinois, at 3:00 p.m., Central Time on May 15, 2015. All parties interested in bidding on this RFP are urged to attend. The City requests that all parties planning on attending the Pre-Proposal Conference notify BACPPV@cityofchicago.org prior to the Pre-Proposal Conference. The e-mail communication shall include the names, titles, e-mail address and phone number of each attendee.

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

3.2 Deadline and Procedures for Submitting Proposals

1. To be assured of consideration, Proposals must be received by the City of Chicago at the address listed in 3.2.3 below no later than 4:00 P.M. Central Time on June 5, 2015.
2. The City may, but is not required to accept Proposals that are not received by the date and time set forth in Section 3.1 above. Only the Commissioner has the authority to determine whether to accept or return late Proposals. Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent from the deadline requirement. It is Respondent's sole responsibility to ensure that the Proposal is received as required.
3. Proposals must be delivered to the following address:

ATTN: E-Hail Taxicab Dispatch Application Program RFP
City of Chicago
Department of Business Affairs and Consumer Protection
Public Vehicles Operations
2350 W. Ogden, First Floor
Chicago, Illinois 60608
4. Respondent must submit 1 original hardcopy, 5 duplicate hardcopies, 1 electronic searchable pdf format copy, and 1 redacted electronic pdf copy. Electronic copies must be stored and delivered on an USB flash drive clearly labeled with RFP respondent's name. The original documents must be clearly marked as "ORIGINAL", and must bear the original signature of an authorized corporate agent on all documents requiring a signature. Copies must be exact duplicates of the ORIGINAL. Respondent must enclose all documents in sealed envelopes or boxes.

5. The outside of each sealed envelope or box must be labeled as follows:

Proposal Enclosed

Request for Proposal (RFP) for E-Hail Taxicab Dispatch Application Program

Due: 4:00 p.m. Central Time, June 5, 2015

Submitted by: (Name of Respondent)

Package ____ of ____

6. The City's opening of Respondent's sealed envelope(s) or package(s) containing a Proposal shall neither be deemed nor constitute acceptance by the City of Respondent's Proposal. The City reserves the right to open and inspect all such sealed envelope(s) or package(s), regardless if the same were submitted by the due date and time specified in this RFP, for any purpose, including without limitation, determining the particular RFP to which Respondent has responded, determine if a Proposal was submitted by the date and time specified in this RFP.

3.3 RFP Information Resources

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

- Pre-Bid/Proposal Conference Attendees, and
- Addenda and Exhibits, if any.

3.4 Procurement Timetable

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

Key Activity	Target Date
City Issues RFP	Monday, May 4, 2015
Pre-Proposal Conference	Friday, May 15, 2015 at 3:00 p.m. (CST) BACP Hearing Room Suite 805 – City Hall 121 N. LaSalle St., Chicago, IL
Post-Conference Questions Due	Friday, May 22, 2015
Addendum Response to Clarifying Questions	Friday, May 29, 2015
Proposals Due	Friday, June 5, 2015 by 4:00 p.m. (CST)

3.5 Transparency Website: Trade Secrets

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

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

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

- A. Mark the cover page as follows: "This Proposal includes trade secrets or other proprietary data."
- B. Mark each sheet or Data to be restricted with the following legend: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this RFP."
- C. Provide a USB flash drive with a redacted copy of the entire Proposal or submission in .pdf format for posting on the City's website. Respondent is responsible for properly and adequately redacting any Data which Respondent desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Failure to provide a USB flash drive with a redacted copy may result in the posting of an un-redacted copy.

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

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

3.6 Addenda

If it becomes necessary to revise or expand upon any part of this RFP, an addendum will be posted at www.cityofchicago.org/bacp and disseminated via Public Vehicle Industry Notices sent from BACPPV@cityofchicago.org prior to the Proposal due date. E-mail BACPPV@cityofchicago.org to sign-up for BACP's Public Vehicle Industry Notices. Each addendum is incorporated as part of the RFP documents, and the prospective Respondent should acknowledge receipt.

Respondents are solely responsible for acquiring the necessary information or materials from the Department of Business Affairs and Consumer Protection.

Any addenda will be posted at the Department of Business Affairs website: www.cityofchicago.org/bacp.

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

1. Responses to questions and requests for clarification sent to the Department of Business Affairs and Consumer Protection; or
2. Responses to questions and requests for clarification raised at the Pre-Proposal Conference; or
3. Responses to questions and requests for clarification which were sent in by the deadline for submission of questions; all in accordance with the provisions of this RFP.

3.7 City's Rights to Reject Proposals

The City reserves the right to terminate the RFP process at any time. In addition, the City reserves the right to reject any and all Proposals that do not conform to the requirements set forth in this RFP; or that do not contain at least the information required by this RFP. If no Respondent is selected through this RFP process, then the commissioner may utilize any other method available under her authority to obtain the Services described in this RFP or as may otherwise be so required.

3.8 No Liability for Costs

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

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

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

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City, as applicable,

regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

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

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

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

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

For purposes of this provision:

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

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

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

3.10 False Statements

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

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

material fact acts in deliberate ignorance or reckless disregard of the truth or falsity of the material fact.

(b) any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly makes a false statement of material fact to the city in connection with any application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than \$500.00 and not more than \$1,000.00, plus up to three times the amount of damages which the city sustains as a result of the violation; the city's litigation and collection costs and attorney's fees; and, any other penalty provided for in the Municipal Code.

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

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

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

3.11 Inspector General and Legislative Inspector General

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Inspector General or the Legislative Inspector General in any investigation or hearing, if applicable, undertaken pursuant to MCC Ch. 2-56 or 2-55, respectively. Contractor understands and will abide by all provisions of MCC Ch. 2-56 and 2-55.

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

3.12 Duty to Report Corrupt Activity

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

3.13 Format of Proposals

Proposals must be prepared on 8 ½" X 11" letter size paper (preferably recycled), printed double-sided, and bound on the long side. The City encourages using reusable, recycled, recyclable and chlorine free printed materials for bids, proposal, reports and other documents prepared in connection with this solicitation. Expensive papers and bindings are discouraged, as no materials will be returned. Respondent must submit 1 original hardcopy, 5 duplicate hardcopies, 1 electronic searchable pdf format copy, and 1 redacted electronic pdf copy. Electronic copies must be stored and delivered on an USB flash drive clearly labeled with RFP respondent's name.

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

The detailed Proposal evaluated by the City must include a response to all requirements in this RFP. By submitting a response to this RFP, you are acknowledging acceptance of the Program and its terms.

Cover must indicate that the Proposal is for E-Hail Taxicab Dispatch Application Program. Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth below. Each page of the Proposal must be numbered in a manner so as to be uniquely identified. Proposals must be clear, concise and well organized. Respondent is strongly discouraged from including advertisement or materials not related specifically to the focus of this RFP.

IV. ADDITIONAL INFORMATION, PROPOSAL REQUIREMENTS, AND EVALUATION PROCESS

4.1 Required Contents of Proposal

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

4.1.1 Cover Letter

Respondent must submit a cover letter signed by an authorized representative of the entity committing Respondent to adhere to the Program requirements. The cover letter must:

- (i) Indicate the number of years the company/organization has been in business, and provide an overview of the experience and background of the company/organization.
- (ii) Identify the legal name of the company/organization, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited liability company or partnership, etc.), and the names of its principals or partners and authority to do business in Illinois with the most recent documents filed with and obtained from the Secretary of State.
- (iii) Indicate the name, telephone number(s) and e-mail address of the principal contact for this project.
- (iv) Acknowledge receipt of Addendum issued by the City, if any.

4.1.2 Executive Summary

Respondent must provide an executive summary which explains its understanding of the City's intent and objectives for the Program and how its Proposal would achieve those objectives. The summary must discuss Respondent's strategy and methodology for successfully implementing and managing the E-Hail Taxicab Dispatch App Services.

4.1.3 Professional Qualifications and Specialized Experience of Respondent and Team Members Committed to this Project

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

A. Company Profile Information (See Form in Exhibit 6)

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

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

Provide a chronological history of all mergers and/or acquisitions involving the Respondent team members, including all present and former subsidiaries or divisions and any material restructuring activities, if applicable. Include any such forthcoming actions, if such disclosure

has already been made generally available to the public and is permitted by law.

If Respondent is a joint venture,¹ attach a copy of the joint venture agreement signed by an authorized officer of each joint venture partner. Each partner must execute:

- (i) Separate Economic Disclosure Statement and Affidavit (“EDS”) completed by each partner and one in the name of the joint venture as shown in Exhibit 7.
- (ii) Insurance certificate in the name of the joint venture business entity.

B. Business License/Authority to do Business in Illinois

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

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

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

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

Without limiting the foregoing, please note that Selected Respondent must obtain a City of Chicago two-way dispatch license and submit a copy of such license to the Commissioner prior to the commencement of the Period of Designation. Selected Respondent will not receive Designation without submitting proof of such license.

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

4.1.4 Functionality of Application/Telephone Dispatch Service

Required and preferred functionality of the E-Hail App and related services are described in a Table in Exhibit 2. The first column of the Table describes required functionality of the system. The system must meet each such requirement for mandatory functionality. The second column of the Table describes preferred functionality of the system. In its evaluation, the City will consider plans for mandatory or preferred features that are in development as long as the Respondent provides an itemized timeline with dates for when features in development will be fully operational and implemented. For each feature for which Respondent wishes to receive consideration, Respondent must use the last column in Table 1 to indicate whether the feature is available at the time of submission of the Proposal or in development; if the latter, Respondent must indicate when the feature will be available and fully operational. Proposals will be evaluated as described in Section 4.2.1. For any functionality to be developed, Respondent must include a narrative describing the actions it will take to achieve the functionality.

Although not required, it is highly desired that Selected Respondent provide telephone dispatch as a means of providing broad community accessibility to taxicab service. Respondent must indicate in its Proposal whether it plans to provide telephone dispatch. Any plans for telephone dispatch, including when such dispatch would be operational, must be described in the Proposal.

4.1.5 Implementation and Management Plan

Respondent must provide a comprehensive and detailed implementation and management plan which must demonstrate Respondent's capacity to successfully implement and manage the E-Hail Taxicab Dispatch App and ability to comply with the Program requirements as described in this RFP. The management plan must address, but not be limited to, the following areas:

A. Service Delivery

All responses should, at a minimum, address the functional specifications of your E-Hail Taxicab Dispatch App and your plan for delivery of related services, including providing dedicated personnel and reports to the City and training to drivers, as outlined in Exhibit 1. The plan should detail how the services will be administered and how your policies and procedures will address the specific components.

B. Approach to Implementing Services

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

C. Dedicated Resources

Describe equipment, personnel, software/hardware technologies and other resources available for implementing any proposed services.

D. Data Requirements

Selected Respondent must keep and make available to the City such data and records as are required of taxicab medallion license holders. For reference, see MCC §§ 9-112-210, 9-112-410, 9-112-570, 9-112-600, 9-112-610, and Taxicab Licensee Rules and Regulations.

Each Respondent's proposal must describe how it will meet these requirements, including providing the following information. Respondent's proposal should, at a minimum describe how privacy will be protected and how the data can be accessed by the City of Chicago, including:

- Frequency of updates (must be at least daily with data no more than 48-hours old);
- Method of access, such as API or making available through SFTP; and a description of the data format that will be provided.²
- A description of the authentication protocol that will be required to access the data.

4.1.6 Itemized Cost Proposal

The Respondent must provide pricing as outlined in Exhibit 3 in order for the Respondent's Proposal to be considered responsive to this section. The City of Chicago will provide no compensation to any selected entity pursuant to this RFP. Any compensation shall be expected to be obtained from other sources; the respondents must, in Exhibit 3, identify any and all charges that would be levied on medallion holders, drivers, customers of the cabs or any others. Proposals that fail to include cost proposal information in Exhibit 3 will be

² Widely-available, widely-used, open file formats, such as Comma-separated values (CSV), JavaScript Object Notation (JSON), or Extensible Markup Language (XML) are preferred. Other formats may be proposed, but justifications must be provided on the reasonableness of the format, including but not limited to:

- Ability to easily import data into various databases and applications
- Recognition of the file format as a widely-used standard, including recognition of the format by Internet Engineering Task Force, International Organization for Standardization, World Wide Web Consortium, or other large, widely-recognized standards-setting bodies.

rejected as incomplete and deemed non-responsive. Preference will be given to cost proposals that minimize costs to passengers, drivers, and medallion holders and that do not overly burden any one group, particularly those required to participate in the program. During the Period of Designation, the Selected Respondent may only assess those charges that are set forth on Attachment F to the Agreement (attached hereto as Exhibit 8), which charges may be less than those in Respondent's proposal, if such is negotiated with Respondent, but in no event may be more than the charges set forth in Respondent's proposal. The charges may be modified only consistent with express permission granted by the Commissioner pursuant to regulation.

4.1.7 Financial Statements

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

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

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

4.1.8 Economic Disclosure Statement and Affidavit ("EDS") and Appendix A

Respondent shall complete an Economic Disclosure Statement and Affidavit and Appendix A. **See Online City of Chicago EDS Instructions and Attachment A Online EDS Acknowledgement in Exhibit 8.** If Respondent is a business entity other than a corporation, then each member, partner, etc., of Respondent must complete an EDS, as applicable, per the instructions on the EDS form. In addition, any entity that has an interest in Respondent or in one or more of its members, partners, etc., and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must submit a completed and executed EDS as an "entity holding an interest in an Applicant" as described in the EDS. All affidavits must be notarized. The EDS now includes Exhibit B, a hardcopy of which must be submitted to the City and contains questions regarding building scofflaws and problem landlords. Upon completion of Online EDS, Respondent shall submit a copy of 3 documents with their Proposal: 1) Certificate of Filing printed from system, 2) hardcopy of the executed Attachment A, Online EDS Acknowledgement form, and 3) hardcopy of Exhibit B in lieu of hardcopy EDS forms.

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

4.1.9 Legal Actions

Respondent must provide a listing and a brief description of all legal actions brought by or against Respondent or any division, subsidiary or parent entity of Respondent, or (ii) any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation, together with any fines and penalties, for the past five years. A non-exclusive list of such legal actions includes the following in which Respondent or an above-mentioned related party has been:

- A. A debtor in bankruptcy; or
- B. A respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
- C. A plaintiff or defendant in any civil or criminal action; or
- D. A named insured of an insurance policy for which the insured has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or
- E. A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation of a statute or related to service reliability; or
- F. A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.

The City reserves the right to request similar legal action information from Respondent's team members during the evaluation process

4.1.10 Insurance

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

4.1.11 References

Respondent must provide a minimum of three references for the company and/or corporate officers. Name and contact information (telephone and e-mail address) must be listed for each reference.

4.1.12 Agreement

Respondent must execute the Agreement, attached as Exhibit 8, providing that, if selected by the City of Chicago, the Respondent will maintain compliance with the requirements, specifications, and conditions stated in this RFP as long as an E-Hail Program selected member. City reserves the right to remove a selected E-Hail program member when the selected member fails to maintain attested compliance.

4.1.13 Marketing Plan

Respondent must submit as part of its Proposal a marketing plan describing how it would market the use of its E-Hail App to the public and taxicabs.

4.2 Evaluating Proposals

4.2.1 Evaluation and Selection Process

An Evaluation Committee will be comprised; it will include representatives from the Department of Business Affairs and Consumer Protection and representatives of other City departments, including but not limited to the Department of Information and Technology (DoIT), the Mayor's Office for People with Disabilities (MOPD), the Mayor's Office, and the Department of Procurement Services. Each department shall contribute an equal number of members to the EC. The EC will evaluate the proposals based upon the Evaluation Criteria set forth in this RFP.

As part of its evaluation, the EC will consider the submission regarding functionality of the App. The EC may take into consideration whether mandatory or preferred functionality is already in existence, or whether the Respondent indicates that it will be developed; if the latter, the EC may take into consideration the timetable for development, as well as materials pertaining to the likelihood of development during the timeframe reflected in the Proposal. The EC reserves the right to prefer proposals that offer applications with mandatory and preferred functions already part of the App at the time of submission of the Proposal, rather than proposals that will require development work.

The Evaluation Committee may ask Respondents for oral presentations, product demonstrations, or pilots to assist in making its final evaluation.

The Evaluation Committee will then select a proposal or proposals, and forward that recommendation to the Commissioner. The EC may also submit a recommendation to reject any or all proposals.

The Commissioner may select one or more Respondents recommended favorably by the Evaluation Committee. The Commissioner will notify the Respondent(s) that they have been selected, or, that the City wishes to select the Respondent upon completion of functionality in development. The Respondent will then be required to sign a document (Functionality Document), detailing the functionality that Respondent will be required to maintain for the Period of Designation. If Respondent does not develop the functionality in the timeframe described in the Proposal, or such shorter term as required by the Commissioner, the condition for designation will not be met, and the designation of that Respondent's App will not occur. Once Respondent believes that it has achieved the functionality contained in its Proposal, it shall notify the Commissioner, and Respondent shall perform such tests, at such frequency, to demonstrate to the Commissioner that the App has the promised functionality. Such functionality will then be detailed in a Functionality Document, to which Respondent must adhere during the term of the designation.

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

4.2.2 Evaluation Criteria

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

A. Professional and Technical Competence:

- Ability to meet performance obligations described in this RFP and preferred and required functionality of the E-Hail Taxi Dispatch App outlined in Exhibits 1 and 2.
- Professional Qualifications and Specialized Experience of Respondent and its Team to providing services to large municipalities.
- Professional Qualifications and Specialized Experience of Respondent's Key Personnel (and Team Members) and Local Availability of Key Personnel committed to the City of Chicago.
- Past and Current Performance of the Respondent (and Team members) in terms of quality and costs of services. The Committee may solicit from any available sources relevant information concerning the Respondent's record of performance.

B. Quality, Comprehensiveness and Adequacy of the proposed Implementation and Management Plan. The Evaluation Committee will review each Proposal for the Respondent's understanding of the objectives of the Program and how these objectives may be best accomplished through Respondent's E-Hail Taxicab Dispatch App and related services.

C. Pricing/Cost Proposal. The City will consider structure, completeness and adequacy of cost as per the Itemized Cost Proposal, Exhibit 3. Preference will be given to cost proposals that minimize costs to passengers, drivers, and medallion holders and that do not overly burden any one group, particularly those required to participate in the program,.

D. Legal Actions - The EC will consider any legal actions, if any, by or against Respondent and any division, subsidiary or parent company of Respondent, or against any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation.

E. Financial Stability – The EC will consider the financial condition of Respondent. Respondent must be financially stable to ensure performance over the duration of the contract.

F. Compliance with Laws, Ordinances, and Statutes. The EC will consider Respondent's compliance with all laws, ordinances, and statutes governing the

Program. See Online City of Chicago EDS Instructions and Attachment A, Online EDS Acknowledgement form in Exhibit 7.

- G. Adherence to Program Rules. The EC will consider Respondent's willingness to adhere to Program rules and prohibitions.
- H. Conflict of Interest – The EC will consider any information regarding Respondent, including information contained in Respondent's Proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise Respondent's ability to satisfactorily perform the proposed Services or undermine the integrity of the competitive procurement process. If any Respondent has provided any services for the City in researching, consulting, advising, drafting, or reviewing of this RFP or any services related to this RFP, such Respondent may be disqualified from further consideration.
- I. References. The EC will consider Respondent's references.
- J. Agreement. The EC will consider Respondent's willingness to agree that it will maintain compliance with the terms and conditions of the Program.
- K. Dedicated Resources. The EC will consider the resources available to Respondent for implementing the E-Hail Taxi Dispatch App and related services.
- L. Data Requirements. The EC will consider Respondent's ability to meet data and reporting requirements described in this RFP.
- M. Insurance. The EC will evaluate Respondent's willingness to procure and maintain required insurance.
- N. Marketing Plan. The EC will evaluate the adequacy and potential impact of Respondent's Marketing Plan.

EXHIBIT 1

SCOPE OF SERVICES FOR E-HAIL TAXICAB DISPATCH SERVICE APPLICATION PROGRAM

General Service Requirements for E-Hail Taxicab Dispatch Service Application Program:

- 1) Communication with City of Chicago/BACP
 - a. Emergency Telephone Number. Selected Respondent must 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 Selected Respondent's management or ownership within sixty (60) minutes on a 24-hour-per-day basis seven days a week.
 - b. Electronic Mail (E-Mail) Address. Selected Respondent must maintain and provide to BACP an e-mail address at which the BACP can send, and Selected Respondent can receive, e-mail communication on a 24-hour-per-day basis seven days a week. If the Selected Respondent receives an e-mail communication which requires a response to BACP, Selected Respondent must respond to the e-mail communication within twenty-four (24) hours of receiving the request or as directed in the e-mail request.
 - c. Reporting. Selected Respondent must maintain data and provide reports to BACP as described in Section 4.1.5(D) of this RFP.
- 2) Communication with the Public
 - a. Selected Respondent must ensure Dispatch operators communicating with the public are trained in customer service skills to serve all members of the public.
 - b. Selected Respondent must develop and implement an outreach and marketing program that meets with the Commissioner's approval for promoting the E-Hail Taxicab Dispatch Service to the public.
- 3) Coordinated and Timely Requests for E-Hail 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 and usable means of communication by a member of the general public.
 - b. Selected Respondent must maintain equipment for a uniform two-way dispatch service to communicate to all taxicab drivers.

4) Coordination with Licensed Taxicab Drivers

- a. Selected Respondent must offer at no cost to City licensed taxicab drivers training and continuing education programs to utilize the Selected Respondent's App.
- b. Selected Respondent may create and implement positive-reinforcement incentives for taxicabs to use Selected Respondent's App.
- c. Selected Respondent must ensure that all participating taxicab drivers possess functioning smart phone and/or tablet equipment and data plans necessary to use the E-Hail App. Selected Respondent may not penalize drivers for not providing their own equipment or data.

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EXHIBIT 2

MANDATORY AND PREFERRED FUNCTIONALITY FOR E-HAIL TAXICAB DISPATCH SERVICE APPLICATION PROGRAM

Technical Requirements for E-HAIL Taxicab Dispatch Service Application:

Category	Feature	Description	Mandatory Requirement	Preferred But Not Required Functionality	Is Functionality Operational?
<i>Dispatch</i>	E-Hail a Taxicab	The E-Hail App must allow a passenger to request nearby available City licensed taxicab(s) through a smart phone or similar portable device.	x		YES [<input type="checkbox"/>] NO [<input type="checkbox"/>] DATE: _____
<i>Dispatch</i>	Customer Itinerary Preferences	The E-Hail App will allow customer to save pick-up/drop off preferences upon customer request.		x	YES [<input type="checkbox"/>] NO [<input type="checkbox"/>] DATE: _____
<i>Dispatch</i>	Dispatch Nearby Taxi	The E-Hail App must dispatch nearby licensed City taxicab(s) regardless of the affiliation or taxicab medallion license holder.	x		YES [<input type="checkbox"/>] NO [<input type="checkbox"/>] DATE: _____
		INTENTIONALLY LEFT BLANK			

<i>Dispatch</i>	Dispatch Wait Time Estimate	The E-Hail App must estimate wait time for prospective passenger. Wait time must be prominently displayed prior to passenger accepting ride.	x		YES [] NO [] DATE: _____
<i>Dispatch</i>	Itinerary Information	The E-Hail App must not make available to driver any details about the passenger's trip itinerary, besides pickup location, prior to the trip request being accepted.	x		YES [] NO [] DATE: _____
<i>Dispatch</i>	Passenger Information	The E-Hail App must not transmit information about a passenger, except that a passenger's trip identification number, user name, or first name and last initial may be transmitted to the taxicab driver only after the taxicab driver has accepted the trip request.	x		YES [] NO [] DATE: _____
<i>Dispatch</i>	Real-Time Dispatch	The E-Hail App must provide real-time dispatch of licensed taxis for hire.	x		YES [] NO [] DATE: _____
<i>Dispatch</i>	Advance Reservations	The E-Hail App must accept reservations for requests for service made in advance of the time requested for service, as distinct from the mandatory real-time dispatch requirement.		x	YES [] NO [] DATE: _____
<i>Dispatch</i>	Smart Phone / Tablet Dispatch	The E-Hail App must allow the taxicab driver to receive dispatch instructions/requests on a readily available internet-enabled device, such as Apple iOS or Android devices. City will give preference to proposals that support a broad range of platforms.	x		YES [] NO [] DATE: _____
		INTENTIONALLY LEFT BLANK			

<i>Dispatch</i>	Limited to Licensed Taxicabs	The E-Hail App may not direct passengers to public passenger vehicles that are not City of Chicago licensed taxicabs.	x		YES [] NO [] DATE: _____
<i>Dispatch</i>	Waiver	The E-Hail App must require a driver signing on to the system to acknowledge that the driver will act in compliance with all laws and City of Chicago rules when using the system. The E-Hail App also must require all users to acknowledge that the City of Chicago does not own or operate the system.	x		YES [] NO [] DATE: _____
<i>Communication</i>	Driver / Passenger Communication	The E-Hail App must allow driver and passenger to communicate directly once the taxicab is dispatched.		x	YES [] NO [] DATE: _____
<i>Communication</i>	Lost Items in Taxicabs	The E-Hail App must allow drivers and passengers to communicate directly post-trip for a period of 72 hours to report and recoup items lost, left, or found in the taxicab.		x	YES [] NO [] DATE: _____
<i>Fare</i>	Taxicab Fare	The Selected Respondent must display the taxi-meter rates on its webpage and on the E-Hail App.	x		YES [] NO [] DATE: _____
<i>Fare quote</i>	Fare Quote	The E-Hail App will display a button for displaying a fare quote for any requested trip in the same size and graphics as the trip request button.	x		YES [] NO [] DATE: _____
		INTENTIONALLY LEFT BLANK			

<i>Fare quote</i>	Fare Quote	The fare quote must not be made available to the taxicab driver prior to the trip being accepted.	x		YES [] NO [] DATE: _____
<i>Fees</i>	Dispatch Fee Notification	The Selected Respondent's website and the E-Hail App must display any dispatch or app fee to be assessed above the taxicab fare.	x		YES [] NO [] DATE: _____
<i>Payment</i>	Cash payment	The E-Hail App system must provide a cash payment option.		x	YES [] NO [] DATE: _____
<i>Payment</i>	CC payment	The E-Hail App must provide a PCI compliant secure credit card payment option.	x		YES [] NO [] DATE: _____
<i>Payment</i>	CC payment	Any E-Hail App electronic payment system must be integrated with the taxicab meter. The fare dollar amounts shall not be manually entered in payment system.	x		YES [] NO [] DATE: _____
<i>Payment</i>	Customer payment preferences	The E-Hail App must allow customers to choose to keep preferred payments securely on file.		x	YES [] NO [] DATE: _____
		INTENTIONALLY LEFT BLANK			

<i>Payment</i>	Electronic Receipt	The E-Hail App must provide customers with a receipt via e-mail or on the E-Hail App upon request.	x		YES [] NO [] DATE: _____
<i>Payment</i>	Passenger Security and Autonomy	The passenger must be able to make his/her payment in a secure and autonomous manner. The payment mechanism will minimize the potential for error in the fare to be paid and provide ample opportunity for a passenger to review the payment to be made. The passenger must be able to verify any payment to be made, and consent to such payment by affirmatively indicating so via an approved payment mechanism that is available and accessible to customers who are blind, visually impaired, deaf and hard of hearing.	x		YES [] NO [] DATE: _____
<i>Payment</i>	Itemization	The E-Hail App must provide customer itemized display of payment - including any additional fees charged - within an approved mechanism that is secure, autonomous, available, and accessible to customers who are blind, visually impaired, deaf and hard of hearing.	x		YES [] NO [] DATE: _____
<i>Payment</i>	Printed Receipt	The E-Hail App must provide customers a printed receipt option.		x	YES [] NO [] DATE: _____
<i>Payment</i>	Tip Payment	The E-Hail App may not charge a passenger a tip or gratuity fee unless: (i) the driver receives the full amount of such tip or gratuity, without any withholding or sharing, and (ii) the passenger can elect to change or withhold payment of such tip or gratuity.	x		YES [] NO [] DATE: _____

<i>Ratings/ Complaints</i>	Complaint System	The E-Hail App must display for a passenger the City's 311 service center contact information with instructions that the passenger may contact 311 to report compliments or complaints against taxicab drivers.	x		YES [] NO [] DATE: _____
<i>Ratings/ Complaints</i>	Rating System	The Selected Respondent may design its own rating system for taxicab drivers and/or passengers, provided that such a system is compliant with rules and regulations established by the Commissioner.		x	YES [] NO [] DATE: _____
<i>Ratings/ Complaints</i>	Rating System	If the E-Hail App allows taxicab drivers to rate their passengers, it will have a feature that allows passengers to opt-out from being rated by drivers.	x		YES [] NO [] DATE: _____
<i>Tech</i>	Logins	The E-Hail App must provide for individual sign-ins per licensed taxicab driver.	x		YES [] NO [] DATE: _____
<i>Tech</i>	Only Dispatch Taxicab Drivers In Good Standing	Selected Respondent must deactivate drivers whose public chauffeur license status is revoked/suspended/denied/inactive/non-licensed from using the E-Hail App.	x		YES [] NO [] DATE: _____
		INTENTIONALLY LEFT BLANK			

<i>Tech</i>	Tech Requirements	E-Hail App and backend systems must be capable of providing service with 99.9% availability.	x		YES [] NO [] DATE: _____
<i>Accessibility</i>	Hailing Wheel-chair Accessible Vehicle Taxis	The E-Hail App will allow customers the opportunity to specify whether or not they need a licensed wheelchair-accessible vehicle taxicab in setting their profile within the E-Hail App.	x		YES [] NO [] DATE: _____
<i>Accessibility</i>	Wheel-chair Accessibility	Except in the case when such application or platform is also the authorized Centralized WAV Taxicab Dispatch Provider, the E-Hail App application or platform shall not be used to fulfill WAV requests. As such, the E-Hail App must provide customers who request a WAV taxicab the business information of the authorized Centralized WAV Taxicab Dispatch Provider, including, but not limited to, the Centralized WAV Taxicab Dispatch Provider's website and phone number.	x		YES [] NO [] DATE: _____
<i>Accessibility</i>	App must be accessible for blind, visually impaired, deaf, and hard of hearing passengers.	The E-Hail App used by a Selected Respondent to connect drivers and passengers - and any company websites of the Selected Respondent - will be accessible to customers who are blind, visually impaired, deaf and hard of hearing.	x		YES [] NO [] DATE: _____

EXHIBIT 3

ITEMIZED COST PROPOSAL (CHARGES TO BE IMPOSED ON TAXICAB LICENSE HOLDERS, TAXICAB DRIVERS, AND/OR PASSENGERS)

Please state proposed amount taxicab license holders, taxicab drivers, and/or passengers would pay for the use of E-Hail App and related services per ride:

taxicab medallion license holders

taxicab drivers

passengers

other(s) (please specify)

Proposed amount shall be inclusive of any and all costs that licensees and the public will incur as a result of using the E-Hail App and related services, including equipment, hardware, software, and data fees. Amount cannot be increased during the Period of Designation. Charges in addition to or other than those listed in your Cost Proposal will not be allowed.

In your proposal, please provide a detailed cost proposal that explains your pricing structure, including any and all costs whatsoever that would be incurred by the above-mentioned persons as a direct result of using your proposed services.

EXHIBIT 4

**INSURANCE REQUIREMENTS AND INSURANCE CERTIFICATE
FOR
E-HAIL TAXICAB DISPATCH APPLICATION**

Respondent must provide and maintain at Respondent's own expense or cause to be provided, during the term of the period of designation and any time period following expiration if Respondent is required to return and perform any of the Services or Additional Services under this period of designation, the insurance coverage and requirements specified below, insuring all operations related to the period of designation.

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 a service under this period of designation 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 \$1,000,000 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 under the Respondent and any subcontractor's policy. Such additional insured coverage shall be provided on ISO Endorsement Form CG 20 10 for ongoing operations or on a similar additional insured form acceptable to the City. The additional insured coverage shall not have any limiting endorsements or language under the policy such as, but not limited to Respondents or subcontractors sole negligence or the additional insured's vicarious liability. Respondent's liability insurance shall be primary without contribution by any other insurance or self-insurance maintained by or available to the City. The Respondent must ensure the City is an additional insured on insurance required from subcontractors.

3) Automobile Liability (Primary and Umbrella)

If Respondent uses any motor vehicles (owned, non-owned and hired) in connection with Services to be performed, Respondent 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) Error & Omissions/Professional Liability

When any system architects/technicians, EDP professionals including but not limited to system programmers, hardware and software designers/consultants or any other professional consultants perform Services in connection with this period of designation, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include performance of or failure

to perform EDP, performance of or failure to perform other computer services and failure of software product to perform the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of Services or work related to the period of designation. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

5) Blanket Crime

The Respondent must provide Blanket Crime coverage covering all persons handling funds or electronic data funds against loss by dishonesty, robbery, burglary, theft, forgery, destruction or disappearance, computer fraud, funds transfer fraud, identity fraud expenses,

and other related crime risks. The policy must be written to cover losses in the mount of the amount of the maximum monies collected, received and in the possession of Respondent at any given time.

B. ADDITIONAL REQUIREMENTS

Respondent must furnish the City of Chicago, Department of Business Affairs and Consumer Protection, 2350 W. Ogden, 1st Floor, Chicago IL. 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this period of designation, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this period of designation. Respondent must submit evidence of insurance on an Accord Insurance Certificate Form or equivalent prior to execution of the period of designation. The receipt of any certificate does not constitute period of designation by the City that the insurance requirements in the period of designation have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of period of designation. The failure of the City to obtain certificates or other insurance evidence from Respondent is not a waiver by the City of any requirements for the Respondent to obtain and maintain the specified coverages. Respondent must advise all insurers of the period of designation provisions regarding insurance. Non-conforming insurance does not relieve Respondent of the obligation to provide insurance as specified in this period of designation. Nonfulfillment of the insurance conditions may constitute a violation of the period of designation, and the City retains the right to suspend this period of designation until proper evidence of insurance is provided, or the period of designation may be terminated.

The Respondent 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 Respondent.

Respondent 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 Respondent in no way limit the Respondent's liabilities and responsibilities specified within the period of designation or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Respondent under this period of designation.

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

If Respondent maintains higher limits than the minimum shown, the City requires and shall be entitled to coverage for the higher limits maintained by the Respondent. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the City.

If Respondent is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Respondent must require all subcontractors to provide the insurance required herein, or Respondent may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Respondent unless otherwise specified in this period of designation. Respondent must ensure that the City is an additional insured on Endorsement CG 20 10 of insurance required by subcontractors.

If Respondent or Subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

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

EXHIBIT 5

E-HAIL TAXICAB DISPATCH APPLICATION PROGRAM RULES

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

- a. Selected Respondent must at all times comply with the Municipal Code of Chicago and applicable regulations, including, without limitation, Taxicab Medallion License Holder Rules and Regulations, and Public Chauffeur Rules and Regulations, or other applicable laws, as any of the foregoing may be amended from time to time.
- b. From time to time, the Commissioner may issue additional or change existing rules and regulations, which may include regulations concerning permissible range of fare quotes or the capping of booking fees.
- c. Failure to maintain compliance with laws, rules, and regulations may result in removal from the Program.
- d. Selected Respondent must exercise non-discriminatory practices in assessing service, dispatch, or app fees.
- e. Selected Respondent must inform Commissioner immediately of any taxicab drivers alleged to have committed any violations of applicable rules and regulations.
- f. Selected Respondent will require taxicab cab drivers to comply with requirement that once a request for an e-hail has been accepted by a taxicab driver and customer, the taxicab driver must turn its "on duty" light to the off position and is prohibited from picking up any other passenger, including "street hails," en route to the customer pickup location designated in the initial e-hail request, unless the request is canceled by the customer.
- g. Selected Respondent must deliver services as specified in its proposal, which includes the duty to maintain costs consistent with its Proposal.
- h. Selected Respondent's E-Hail App must at all times during its participation in the Program meet the functionality included in its Proposal, as accepted by the City prior to designation in the Program.
- i. Selected Respondent shall not misrepresent data when requested by and provided to the City.
- j. Selected Respondent must not suppress, misrepresent, or tamper with the availability of taxicab vehicles for hire on its E-Hail Taxicab Dispatch Application.
- k. Selected Respondent shall not redirect any requests for taxicabs to an alternative transportation service offered by the Selected Respondent or another company (except for WAV taxicab requests in the case of a non-WAV e-hail app provider), or suggest an alternative transportation service.
- l. Selected Respondent shall not solicit or require taxicab drivers to offer alternative transportation services that are beyond the scope of the public chauffeur license.

- m. Selected Respondent shall not solicit, incentivize or recruit licensed taxicab drivers to offer alternative transportation services by using the driver information provided by the City.
- n. Selected Respondent shall not discriminate among taxicab affiliations when dispatching taxicabs.
- o. Services must be provided in a manner consistent with all federal, state, and local laws regarding discrimination. Discrimination against any potential or existing employee, driver, or passenger on the basis of race, color, sex, gender identity, age, religion, national origin, ancestry, sexual orientation, disability, marital status, parental status, military discharge status, or source of income is prohibited. All taxicab drivers must accept, without additional charge, passengers with service animals.
- p. Selected Respondent shall not discriminate against customers who are blind, visually impaired, deaf or hard of hearing, or who have a mobility disability. E-Hail Taxicab Dispatch Application and all of the Selected Respondent's relevant company websites shall be made accessible and usable to individuals who are blind, visually impaired, deaf or hard of hearing.
- q. The Taxicab Dispatch Service must comply with MCC § 9-112-600 regarding taxicab fares.
- r. The Taxicab Dispatch Service must comply with applicable laws regarding surge pricing, as may be amended from time to time. For reference, see 625 ILCS 57/1, et seq. and MCC § 9-114-265.
- s. Taxicab drivers have an affirmative duty to respond to requests for service in underserved areas. Any noncompliance with this duty must be reported to the City immediately.
- t. Selected Respondent must maintain the insurance coverage specified in the RFP for the duration of its Participation in the Program.
- u. Selected Respondent must waive any claim to damages Selected Respondent may have against the City.
- v. Selected Respondent must maintain all records and reports not distributed to the City for a period that is the longer of five years or as required by the Local Records Act and may not destroy such records or reports until the State of Illinois issues a destruction certificate.

Selected Respondent must supply the City with any records or reports that are the subject of a FOIA request within 72 hours of notification by the City.

- w. Selected Respondent must keep customer and driver information confidential, meaning that it may not be shared with third parties or used for purposes that are outside the scope of the Services described in the RFP. For example, Selected Respondent may not market additional products or services to customers or drivers, sell or share identifying data of customers or drivers to third parties, or use identifying data for purposes other than (i) day-to-day operations needed to ensure the proper delivery of services, (ii) customer service and driver assistance, (iii) law enforcement and agency response, or (iv) research and data analysis requested by the City. Nothing in this subsection shall prohibit Selected Respondent from providing data to law enforcement agencies for emergency response purposes. Selected Respondent shall not use data collected to retaliate against drivers or customers or otherwise engage or assist in criminal behavior.
- x. Selected Respondent will not prioritize requests based on external compensation (e.g. Gold level member of an E-Hail service has priority over Silver level member).
- y. Selected Respondent agrees to establish security procedures to protect cardholder data and comply with the Payment Card Industry Data Security Standard. Selected Respondent can find details of the PCI DSS at https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml. Selected

Respondent also agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of cardholder data. In the event of a breach of any of Selected Respondent's security obligations or other event requiring notification under applicable law, Selected Respondent agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and the City from and against any claims, damages, or other harm related to such a breach.

EXHIBIT 6
COMPANY PROFILE INFORMATION

COMPANY PROFILE INFORMATION

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

(1) Legal Name of Firm: _____

(2) Doing Business under Other Company Name?

If yes, Name of Company: _____

(3) Headquarters Address: _____

(4) City, State, Zip Code: _____

(5) Web Site Address: _____

(6) Proposed Role: Prime Subcontractor/Subconsultant Joint Venture Partner
 Supplier or Other: _____

(7) Number of Years in Business: _____

(8) Total Number of Employees: _____

(9) Total Annual Revenues separated by last 3 full fiscal years: _____

(10) Major Products and/or Services Offered:

(11) Other Products and/or Services:

(12) Briefly describe your firm’s strategy for providing E-HAIL Taxicab Dispatch Application Services for clients:

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

EXHIBIT 7

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

AND

ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT

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

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

1. ONLINE EDS FILING

1.1. ONLINE EDS FILING REQUIRED PRIOR TO RESPONSE DUE DATE

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

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

1.2. ONLINE EDS WEB LINK

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

1.3. ONLINE EDS NUMBER

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

EDS Number: _____

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

Upon completion of the online submission process, the Respondent will be able to print a hard copy Certificate of Filing. The Respondent should submit the signed Certificate of Filing and Attachment A, Online EDS Acknowledgement form with its response. Please insert your Certification of Filing and Attachment A, Online EDS Acknowledgement form following the Cover Letter. A Respondent who does not include a signed Certificate of Filing and/or Attachment A, Online EDS Acknowledgement form with its response must

provide it upon the request of the Chief Procurement Officer.

1.5. PREPARATION CHECKLIST FOR REGISTRATION

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

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

1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

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

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

- _____ 1. Invitation number, if you were provided with an invitation number.
- _____ 2. Site address that is specific to this EDS.
- _____ 3. Contact that is responsible for this EDS.
- _____ 4. EDS document from previous years, if available.
- _____ 5. Ownership structure, and if applicable, owners' company information:
 - _____ a. % of ownership
 - _____ b. Legal Name
 - _____ c. FEIN/SSN

- _____ d. City of Chicago Vendor Number, if available.
- _____ e. Address
- _____ 6. List of Commissioners, officers, titleholders, etc. (if applicable).
- _____ 7. For partnerships/LLC/LLP/Joint ventures, etc.:
- _____ a. List of controlling parties (if applicable).

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

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

1.7. EDS FREQUENTLY ASKED QUESTIONS

Q: Where do I file?

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

Q: How do I get help?

A: If there is a question mark on a page or next to a field, click on the question mark for help filling out the page or field. You may also consult the User Manual and the Training Videos available on the left menu.

Q: Why do I have to submit an EDS?

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

An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

Q: Who is the Applicant?

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

Q: Who is the Disclosing Party?

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

Q: What is an entity or legal entity?

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

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

A: “Person” means a human being.

Q: Who must submit an EDS?

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

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

	controlling entity must also file an EDS on its own behalf.
--	---

Q: What information is needed to submit an EDS?

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

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

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

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

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

Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?

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

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

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

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

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

Q: Who is the EDS Captain?

A: The EDS Captain is a person who performs certain administrative functions for an

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

Q: Why do we need EDS Captains?

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

Q: Who is the EDS team?

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

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

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

Q: How do I complete an Online EDS?

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

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

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

Q: How do I attach documents?

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

Documents can be sent in PDF (preferred), Word, or paper format.

Q: Who can complete an Economic Disclosure Statement online?

A: Any authorized representative of your business with a user ID and password can complete your EDS online. One person, such as an assistant, can fill in the information and save it, and another person can review and electronically sign the Online EDS.

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

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

Q: Will my information be secure?

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

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

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

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

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

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

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

Q: Can I save a partially complete EDS?

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

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

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

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

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

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

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

**ATTACHMENT A
ONLINE EDS ACKNOWLEDGEMENT**

The undersigned, hereby acknowledges having received a full set of RFP Documents, for E-HAIL TAXICAB DISPATCH APPLICATION PROGRAM AND CENTRALIZED WAV DISPATCH SERVICE, including, Addenda Numbers (none unless indicated here) _____, and affirms that the Respondent shall be bound by all the terms and conditions contained in the RFP Documents, regardless of whether a complete set thereof is attached to this response.

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

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

COMPANY NAME: _____
(Print or Type)

AUTHORIZED OFFICER SIGNATURE: _____

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

State of _____ (Affix Corporate Seal)

County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer) and

_____ as Secretary of _____ (Company Name)
Notary Public Signature: _____ (Seal)

EXHIBIT 8
AGREEMENT

The following documents are incorporated into this Agreement:

- Agreement Attachment A –Additional Terms and Conditions (Attached)
- Agreement Attachment B - Rules and Regulations. (Rules and Regulations will be as modified from time to time by the City) (See Exhibit 5 of RFP)
- Agreement Attachment C - E-Hail Application RFP
- Agreement Attachment D - Contractor’s Proposal
- Agreement Attachment E- Functionality Document (See Section 4.2.1 of RFP for description of how this document is to be created)
- Agreement Attachment F – Pricing Document

Selected Respondent warrants and covenants that, if it receives designation by the City for its E-Hail Application to be part of the City’s E-Hail Program, it must do all of the following for the entire term of its designation:

- Ensure that its E-Hail Application performs all of the functions that the City has identified in the Functionality Document as described further in Section 4.2.1 of the RFP for the E-Hail Application, meeting all of the performance standards as set forth in the RFP, as demonstrated to the City through the testing phase, and as described in the Contractor’s Proposal to the E-Hail RFP;
- Operate its E-Hail Application Service pursuant to the terms of the RFP, performing all of the functions specified in the RFP, and such additional services as are outlined in Contractor’s Proposal, including, without limitation, data reporting requirements and fulfillment of security requirements of data;
- Institute only those charges that are set forth on Attachment F.
- Adhere to all rules and regulations promulgated by the City from time to time, including those rules set forth in Exhibit 5 of the RFP.
- Comply with the Additional Terms and Conditions set forth in Attachment A to this Agreement.
- Continue operate its E-Hail Taxicab Application Service for the entire Period of Designation, unless terminated earlier by the City.

NAME OF CONTRACTOR
BY: _____
ITS: _____
AUTHORIZED OFFICER

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)

Agreement Attachment A

Additional Terms and Conditions

1.1 Insurance

Contractor must provide and maintain at Contractor's own expense, during the Period of Designation and any time period following expiration if Contractor is required to return and perform any of the Services, the insurance coverages and requirements specified in Exhibit 4 of the RFP, insuring all operations related to delivery of services described in the RFP.

1.2 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 during the Period of Designation, including Contractor's failure to perform its obligations to any Subcontractor;
- (iv) the City's exercise of any available rights and remedies; 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 during the Period of Designation. 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 the Period of Designation for matters occurring or arising during the Period of Designation 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 during the Period of Designation, including the insurance requirements in Exhibit 4 of the RFP.

1.3 No City Liability

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

1.4 Inspector General

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the 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.

1.5 Prohibition on Certain Contributions

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

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

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

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

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

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

For purposes of this provision:

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

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

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

1.6 2014 City Hiring Plan Prohibitions

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

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

(c) Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

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

1.7 Confidentiality and Use Restrictions

(a) All City Data is confidential, except as specifically authorized in the RFP or as may be required by law. Contractor must not allow the City Data to 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 insure that its staff and its Subcontractors are bound by the confidentiality provisions in the RFP.

(b) Except as provided in this subparagraph 1.7(b) or the RFP or as required by law, Contractor must keep all user data confidential, Contractor may not allow it to be made available to any individual or organization, and Contractor may not request any user to waive the confidentiality of all or any portion of such data. Contractor must implement such measures as may be necessary to insure that its staff and its Subcontractors are bound by the confidentiality provisions in the RFP relating to user data.

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

(d) If Contractor is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Contractor's possession during the Period of Designation, 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.

1.8 Best Efforts Regarding Work Force

(a) 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 during the Period of Designation.

(b) Respondent must summarize its plan to use best efforts in the manner described above.

(c) 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

[Agreement Attachments B, C, D, E, and F to be determined later]

[Final Page]