



April 15, 2010

**RE: Contract for Transit Benefit Fare Program
Request for Proposals #0077**

The Regional Transportation Authority (the "RTA") invites you to submit a proposal to manage and administer the Commuter Benefit Program, called the "Transit Benefit Fare Program". The contract for this program will be awarded on the basis of competitive proposals. Proposers are required to carefully review and fulfill all requirements set forth in the attached Request for Proposals (the "RFP").

The RTA has established a Disadvantaged Business Enterprise (DBE) Program in accordance with the regulations of the U.S. Department of Transportation, 49 CFR Part 26, applicable to all its contracts regardless of funding source. The RTA strongly encourages vendors to make a good faith effort to utilize DBEs as subconsultants, subcontractors, suppliers or joint venture partners on this project. A listing of certified DBEs providing relevant services or commodities can be accessed at the Illinois Department of Transportation website at www.dot.state.il.us/ucp/ucp.html.

Your proposal can be submitted as one original and six copies or one original and one electronic copy provided on CD or DVD. Proposals must be submitted to the RTA no later than 4:00 p.m., local time, on **May 7, 2010**. Proposals submitted after the designated time and date cannot be accepted.

A pre-proposal conference will be held on **April 23, 2010** at 10:00 a.m. in the RTA Board Room, at which time questions regarding this request for proposal will be answered. Questions regarding this RFP will not be accepted after the pre-proposal meeting.

A form of the standard RTA Agreement for Professional and Consulting Services is enclosed for your review, attached to the RFP as **Exhibit A**. Each proposing firm must agree to the terms and conditions of this agreement in order to be considered responsive to the RFP, and must agree to enter into an agreement containing such terms and conditions if selected as the successful proposer. Please visit the RTA's website at www.rtachicago.org to view or print the RFP document.

Procedural questions regarding DBE participation and Affirmative Action requirements should be directed to Ms. Lillian Wallace, Paralegal at (312) 913-3213.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ed L. Gronkowski', is positioned above the printed name.

Edward L. Gronkowski
Manager of Procurement and Contracting



**REGIONAL TRANSPORTATION AUTHORITY
OF
NORTHEASTERN ILLINOIS**

REQUEST FOR PROPOSALS:

TRANSIT BENEFIT FARE PROGRAM

RFP NUMBER 0077

DISCLAIMER

This Request for Proposals (this “RFP”) is for informational and planning purposes only. It does not obligate the Regional Transportation Authority (the “RTA”), to enter into any agreement based upon any response submitted, or to pay for the preparation of proposals. Any information provided in response to this RFP is provided by the proposer at his/her own expense. The RTA reserves the right to reject and/or accept any or all proposals submitted in whole or in part, to cancel this RFP at any time and/or not award a contract pursuant to this solicitation.

Proposal materials become the property of the RTA and cannot be returned. Materials submitted in connection with this RFP may be subject to disclosure under the Freedom of Information Act, 5 ILCS 140/1 *et seq.*

Proprietary information will be protected to the full extent of the RTA’s ability, provided that the owner of the information clearly identifies those portions of the proposal containing proprietary information.

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REGIONAL TRANSPORTATION AUTHORITY OF NORTHEASTERN ILLINOIS

REQUEST FOR PROPOSALS

TRANSIT BENEFIT FARE PROGRAM

RFP Number 0077

I. OVERVIEW OF THE RTA

The Illinois State Legislature created the Regional Transportation Authority ("RTA") in 1974 to provide public transportation in the six-county northeastern Illinois area surrounding Chicago. These counties are Cook, DuPage, Kane, Lake, McHenry and Will, covering approximately 3,700 square miles and serving approximately eight million residents.

As a result of a 1983 legislative reorganization, the RTA was refocused on managing, rather than providing, mass transit. The RTA is currently responsible for funding, regional planning and fiscal oversight of all public transportation in northeastern Illinois. New transit legislation was passed in 2007 that strengthened RTA governance and increased operating funding. The transit operating agencies include the Chicago Transit Authority ("CTA"), Metra commuter rail ("Metra") and Pace suburban bus and Paratransit ("Pace").

Most public funding for transit, for both operational and capital purposes, flows through the RTA. Some funds that the RTA does not directly distribute (such as fare box revenues) are also subject to RTA budgetary controls. The total 2010 operating budget for the RTA and its Service Boards is approximately \$2.4 billion.

The RTA's mission is to ensure a fiscally sound, comprehensive and coordinated transit system in northeastern Illinois. It is governed by a sixteen-member Board of Directors that employs an Executive Director to administer and manage the organization. The following six departments report to the Executive Director:

- Administrative Services
- Communications
- Finance
- Legal & Governmental Affairs
- Planning & Regional Programs
- Research, Analysis, & Policy Development

Additional information can be obtained at www.rtachicago.com.

TRANSIT BENEFIT FARE PROGRAM

SCOPE OF WORK

II. DESCRIPTION OF THE PROJECT

The Regional Transportation Authority is seeking proposals from qualified companies to assist in managing and administering the Commuter Benefit Program, called the "Transit Benefit Fare Program," in accordance with the specific requirements detailed in Section 18 of this Request for Proposal. This will be a one-year contract with two one-year options due to future planned fare media options that are explained in detail below. Interested companies are encouraged to submit proposals that describe their firms' various service options associated with managing and administering a Commuter Benefit Program.

At present there is a contractor proving all of the current procedures and support for this program.

The RTA will evaluate each complete proposal submitted to determine which provides the RTA with the most cost effective, efficient and advantageous manner of administering and operating the Transit Benefit Fare Program. The RTA is interested in vendor proposals that give detailed descriptions (including perceived/documented benefits) as well as possible limitations of various options and program packages that offer the greatest amount of flexibility and encourage, as well as expand employer/employee participation.

Proposers unfamiliar with public transportation in Chicago should gain knowledge of the transit agencies in Chicago, the areas they serve and the public transportation industry in general.

III. GOALS OF THE PROJECT

The goals of the project are to identify a proposer who will assist in managing the Transit Benefit Fare Program in the most cost effective and efficient manner for public transit users within the six-county region. The RTA believes the opportunity and environment is right to offer these services. By offering regional employers more convenient, attractive and low-cost options (including pre-and/or post tax benefits), the RTA aims to increase enrollment in its Transit Benefit Fare Program. Additional goals of this project are to promote system ridership, enhance convenience to employers, expand product options, ease administration for the RTA, the Service Boards and administrators, and increase educational awareness of pre-tax benefits to the region.

IV. BACKGROUND OF PRE-TAX BENEFITS AND THE TRANSIT BENEFIT FARE PROGRAM

The Tax Reform Act of 1984 initially allowed employers to subsidize their employee's use of public transportation for an amount up to \$15 per month, which was later adjusted by the Internal Revenue Service to \$21 per month. In 1989, the RTA began to examine ways to structure a program to increase awareness and simplify the process of providing a monthly transportation subsidy. In August, 1990, the RTA Transit Check Program was instituted to provide a low cost flexible program designed to help employers and their employees take advantage of the Internal Revenue Code ("IRC") provisions. In 1992, Congress passed the Energy Policy Act, which was important in that it expanded the term *qualified transportation fringe* to include transit passes and transportation in commuter highway vehicles and raised the allowable pre-tax limit to \$60 per month on transit.

In June 1998, the federal tax law was modified under federal transportation legislation when the Transportation Equity Act for the 21st Century ("TEA-21") was enacted. It amended the IRC to provide that, in years beginning after December 31, 1997, any qualified fringe benefit may be provided to employees in lieu of salary. The Act also raised the pre-tax limit to \$100 per month. With the enactment of TEA-21, employers could offer their employees the option of having up to \$100 per month sheltered from their taxable income and designated for the purchase of transit passes or vouchers. Employers have the option to share in the provision of this benefit by paying a portion of the benefit and the employee paying the difference. Or, the employer can choose to provide the entire allowable amount.

Since 1998, the maximum allowable deduction has increase each year. As of March 1, 2010, the amount is \$230 per month.

V. DESCRIPTION OF CURRENT CONDITIONS AND PROCESSES

The Transit Benefit Fare Program has grown since the June 1998 change in federal tax law under TEA-21. The RTA anticipates the program will grow as a result of current economic conditions and marketing campaigns. However, no representation is made that the volume will grow at any certain rate. Proposers should allow for program growth when evaluating this RFP and generating a proposal.

Currently, there are six (6) separate fare media (devices to pay for transit fares) products sold through the Program. Each with its own particulars and operations:

- A. **FareCheck** – A paper voucher which acts like a check. It can only be redeemed for the purchase of fare media at the transit agencies' sales windows or pre-approved retail locations. Checks are valid for 13 months from issuance.
- B. **Transit Cards** – A paper magnetic card that is used in fare collection machines for CTA and Pace. Cards come as a pay-per-use or 30-Day pass.
- C. **Metra 10-Ride Pass** – A prepaid pass that the train conductors deduct as used.
- D. **Metra Monthly Pass** - A paper flash card that is shown to the conductor on the train. Passes are valid for a calendar month. Passes are designated as male or female to prevent authorized use.
- E. **Link-up Pass** – A pass allowing the holder to ride CTA buses and trains during rush hour only. Link-Up passes are either a sticker which is attached to the Metra monthly pass, or a separate transit card.
- F. **Chicago Card Monthly** – An account based card which can be recharged with money. It is valid for a calendar month, and can be used on both CTA and Pace.

Only FareChecks and Chicago Card Monthly are exclusive to the program. All other fare media are also sold to the general public on a post-tax basis.

Currently, there are over 1,700 participating employers in the program. In 2009 the program sales were:

FareChecks	691,526
Transit Cards	50,389
Chicago Card Monthly	20,831 (represents loads of accounts)

Customers are defined in this RFP as employers who have enrolled in the program and are purchasing fare media. Each customer will have an administrator who will be responsible for placing orders and managing the program in-house. Some customers will also employ a Third Party Administrator ("TPA") to administer the program. The TPAs may work directly with the transit agency to purchase fare media (Transit Cards) but are required to purchase FareChecks through the RTA.

Orders are received from customers by one of three methods with their noted share of orders received:

- A. **Lockbox** (57%) – Written orders and a check for full payment are delivered via USPS to the program's bank. The bank deposits funds and aggregates order data. The order data is then submitted to the vendor for fulfillment.
- B. **On-Line** (40%) – Orders are submitted on-line and paid for with a company credit card. Current vendor hosts this website, but RTA owns the platform. The vendor processes and fulfills orders. It also collects funds and transfers to RTA's bank account.
- C. **In-House** (3%) – Order forms are faxed or hand delivered to RTA offices. The RTA staff collects orders and submits to the vendor when funds are confirmed as received. Customers pay through ACH, wire or check and are deposited into RTA's account.

The monthly order volume grows from the 1st of the month to the 15th of the month as customers seek to place their orders so they can receive their orders in time for the following month's distribution. The volume is provided as information. The RTA does not represent that these volumes will hold through the contract.

VI. PRODUCT FUNCTIONS REQUIRED OF THE VENDOR

- A. **FareChecks** – The vendor receives blank checks that are pre-numbered from the RTA. The vendor shall print up the dollar amount, date of issue, expiration date, and employer's name on each check as ordered by the customer. Checks shall be printed in sequential order and any deviations (errors) shall be reported to the RTA. FareChecks are printed on-demand from customer orders. The vendor sends a positive pay report to the bank each day checks are printed.
- B. **Transit Cards** – The vendor shall receive inventory from the transit agencies. The vendor keeps an inventory on-site and will fulfill these items as ordered by customers. Cards expire 12-months from delivery from the transit agencies.
- C. **Metra 10-Ride Passes** – The vendor will aggregate data from customer's orders and send to Metra for fulfillment on the 11th of each month, for use during the following month. The vendor will receive inventory and distribute to the employers.
- D. **Link-Up Pass** – The Vendor will include whether a Link-Up pass should be included with a Monthly Pass, and what type, when orders are placed with Metra. When inventory arrives:
 - 1. Stickers will come pre-attached to Metra Monthly passes.

2. Transit Card passes will be included with customer orders.

E. Chicago Card Monthly

1. The vendor will aggregate data from customer's orders and send a specific data file to the transit agency for enabling these cards on the 25th of the month for use the next month.
2. The vendor will issue new Chicago Cards for new enrollments as well as replacements for lost/stolen or expired cards.

VII. CUSTOMER RELATIONSHIP MANAGEMENT ("CRM") SYSTEM

All information (orders, client lists, logs, and product inventories) used in the Transit Benefit Fare Program must be managed from a single relational database or CRM system. The vendor shall establish the system as to accommodate any future program growth. The system shall be in compliance with all security protocols necessary.

The CRM system shall be accessible by RTA staff, or its' designates, via the internet 24/7. The RTA will use the information for management, financial, budgetary and marketing decisions, as well as any customer service questions which may arise.

The RTA has a current customer list that will need to be uploaded to the new system.

At a minimum, the following fields are required in the database.

Employer Accounts

Client ID Number
Name of Company
Company Address
City
State
Zip Code
Phone Numbers (voice and fax)
Contact Name
Contact Job Title
Contact Email Address (if available)
Method of Payment (check, bank transfer, credit card, etc.)
General Comments
Processing Fees
Number of Items Ordered by Type, by Month, and by Denomination

Total Dollar Amount Ordered by Month
Active or Inactive Accounts
Chicago Card

Card Number
Employee's Name

The vendor must enable such report generation by the provision of sorting, summing, and other related capabilities. Copies of the types of reports to be generated are attached as Exhibits I, J, and K. Additionally, a list of required vendor-generated reports appears below.

At a minimum, the vendor shall provide the following database reports:

Employer Profiles (individual)
Reconciliation Report (reconciles orders to payments)
Inclusive Employer Profile Listings (sorted by both alpha and Client ID).
Daily Order Log Summary
Monthly/Quarterly/Annual Sales Reports (sorted by Alpha and Client ID)

The vendor should have the ability to create new reports as needed.

The vendor will have the ability to send bulk emails to company administrators at the request of RTA.

All customers will have the ability to log into and view their account information, balance, and current shipping information.

The RTA shall own all data and files, electronic and paper, created, stored and utilized by the vendor in the operation of the RTA/CTA Transit Benefit Fare Program.

Describe your firm's capabilities in providing internet capabilities that would allow the RTA staff to retrieve any of the above-identified information or to improve the customer experience.

VIII. ORDER PROCESSING

The RTA's preference is to have all employers place orders over the internet. Some customers will continue to order through the lockbox or through RTA offices. The vendor will work with Lockbox and RTA staff for collection and processing of orders placed at these locations.

The RTA currently owns the website www.rtatransitbenefits.com and the platform located there. The website for orders may be housed on the vendor's server(s),

but platform and all data is owned by the RTA. All necessary security protocols shall be in place for on-line transactions.

The vendor shall verify the total dollar amount of the order against the amount of the payment.

If the amount shown on the order form does not reconcile with the payment amount, the vendor shall resolve the difference with the customer by collecting the unpaid balance or crediting the customer on the next order. On a monthly basis, the vendor shall create an order reconciliation report based on these activities; and example of such a report is attached as Exhibits L and M

The vendor will also be responsible for accounting on customers accounts and will apply account adjustments issued by the RTA.

The vendor will collect shipping and service charges for orders and each will be reported separately than product charges.

The RTA will have the ability to place orders from their office.

In the case of new customers, the vendor shall input employer profile data (described above) in the program database and assign a Client ID number. A new client letter and/or welcome kit are to be mailed detailing information about the program.

IX. PAYMENT FOR ORDERS

Currently, orders are paid via company check, ACH, wire, credit cards, and account credits (usually FareChecks). All payments accepted must be deposited directly in the RTA Transit Benefit Fare Program designated bank account.

Orders may not be fulfilled until payments are received unless otherwise directed by RTA staff.

The vendor shall describe its capabilities to accept/implement other types of payment options associated with the purchase of fare media.

X. FULFILLMENT OF ORDERS

Once payment has been approved, the vendor shall pack all products in the customer's order and prepare for shipment.

Customers will receive their FareCheck and Transit Card within 5 business days of receiving payment.

Metra passes are printed and distributed in the middle of the month therefore, orders are shipped separately from FareChecks and Transit Cards. Metra passes shall be processed and in transit to the customer within 2 business days of receiving the fare media from Metra.

The vendor shall describe its capabilities to fulfill orders.

XI. SHIPPING ORDERS

Customers may pre-pay for a single shipment when they place their orders. Shipping fees are a fixed amount and include the price of shipping and all necessary materials.

Once the order has been collected, the vendor will create a detailed packing slip and mailing label. The packing slip must include the count of each item included, as well as the check number for each FareCheck. The envelope, packing slip and mailing label shall be branded by the RTA.

The vendor will place all items ordered into the envelope with the packing slip and affix the mailing label. Once the envelope is sealed it will be conveyed to a bonded courier for delivery to ordering customers by two-day service.

The vendor shall maintain all relevant air bill numbers, tracking information, etc. for all shipments of completed orders in the CRM. The vendor shall select and, with the RTA's written approval, engage the bonded courier. The vendor shall record and maintain all dates and dispositions of all orders by company in the program database.

The vendor shall describe its capabilities to ship orders.

XII. PROGRAM BRANDING

All communications sent from the vendor will be branded with the RTA's brand. The vendor's brand will not be included on any written, electronic or verbal communications.

XIII. ACCOUNTING – BANK RECONCILIATION

The vendor shall download a check sequence data file (positive pay report) on each day that checks are printed to the RTA's designated bank. A sample of the type of report required is attached to this RFP, as Exhibit N. The vendor will be

responsible for the content of such reports. Any returned check fees or costs resulting from incorrect data will be borne by the vendor.

The vendor shall also produce monthly reconciliation reports for the RTA no later than the 10th of the following month. Time is of the essence in the production and transmission of these reports. An excerpt of a sample monthly report is attached to this RFP as Exhibit O - "Transit Sales Journal".

All reports necessary for reconciliation shall be dually signed.

XIV. INVENTORY

The vendor shall keep inventories of Transit Cards and FareChecks on-site and in a secure location. Inventory management and shrinkage shall be the responsibility of the vendor.

The replenishment of inventory shall operate as follows:

A. Transit Cards

1. The RTA shall order Transit Cards from the CTA and deliver to the vendor. The vendor will inform the RTA in writing, the type and quantity of cards needed.
2. The vendor will receive and confirm the shipment. The vendor will then send a copy of the signed delivery bill to the RTA.
3. Each card has an identifying number (AFC#) printed on it and has a specific lifespan of 12 months. Therefore, first in – first out management must be practiced.
4. The vendor shall keep at least one (1) month of additional Transit Card inventory on hand for emergencies and fluctuation in demand.

B. FareChecks

1. The RTA has a separate vendor for the printing of blank checks. The Transit Benefit Fare Program vendor will order directly from the blank check vendor and will copy RTA on all orders placed. The Blank checks come in sheets of four (4) and the size of the sheet is 11" X 17", Exhibit P.
2. The vendor will receive and confirm shipment when it arrives. The vendor will then send a copy of the signed delivery bill to the RTA.
3. Checks shall remain wrapped in sealed boxes until needed for printing.
4. The vendor shall keep at least three (3) months of additional inventory on hand for emergencies and fluctuation in demand.

Vendor shall produce monthly inventory reports showing on hand amounts, sales, deliveries, shrinkage and returns. Inventory reports will be due by the 10th of the following month. All inventory reports shall be dually signed.

Vendor shall describe its capabilities to manage inventory.

XV. CUSTOMER SERVICE

The vendor shall accept, service, and fulfill in-bound service calls to a toll-free number dedicated to the Transit Benefit Fare Program. Such calls, for the purpose of estimation, may be anticipated to number 500 per month.

A. Sales/Prospects

1. The vendor shall answer general sales questions and send an enrollment kit if requested.
2. The vendor shall work with RTA on procedures for employers requesting further information or in-person sales presentations.
3. The vendor will supply RTA with a monthly list of sales/prospect calls.

B. Issues/Complaints

1. The vendor shall trouble-shoot the problem and correct it to the satisfaction of the customer. The vendor and the RTA shall agree on procedures to resolve customer complaints.
2. The vendor shall maintain on vendor's premises detailed records in the program database by company regarding the date/time of the complaint, the nature of the complaint, and the date/time of the resolution and the nature of the resolution.
3. The vendor and the RTA shall agree to a procedure to make complaints retrievable. The vendor shall make complaints retrievable as such. In all cases, the vendor shall issue a resolution letter on RTA branded materials to the customer within two (2) business days of complaint resolution, in a form approved by the RTA and to be signed by the RTA or the vendor. The vendor is responsible for reimbursement of out-of-pocket transit costs paid by employees for errors caused by the vendor. The vendor shall supply to the RTA a monthly list of all complaints and their resolutions.

The vendor will work with the RTA to acquire a new toll-free number for program use. The RTA will retain ownership of the number.

The vendor shall describe in detail its current capabilities and processes to offer customer Support Services as well as any expansion plans if selected for the contract.

XVI. MANAGEMENT/OPERATING PLAN

The heart of the management plan is the team organization. The vendor shall include an organization chart that identifies key personnel. If subcontractors are used, and allowed, the plan should indicate their work and how it will integrate into the local work project. A project schedule including proposed committee meetings and the transmittal of major products shall be included.

The vendor shall designate at least one full-time employee dedicated to account management with the RTA. This person shall have a deep knowledge of the vendor's business and operations. In addition, the vendor shall supply a management contact for accounting, customer service, IT, and fulfillment.

Please include a profile of the proposed account manager, listing their professional experiences.

XVII. ENHANCEMENTS TO THE PROGRAM

In the near future, the RTA would like to make the following enhancements to the program. Once operations are normalized with the chosen vendor, schedules for implementing the enhancements will be created by the vendor and the RTA.

A. Add the Chicago Card Plus product.

1. Description – An account based card which can be recharged with money. It can be used as either a 30-day pass or as a pay-per-use. Employees using this card have the ability to check their account information on-line. The account data is stored, managed, and owned by the CTA. The Chicago Card plus cards can be used on CTA and Pace.
2. Requirements of the Vendor
 - a. The vendor will aggregate data from customers; orders and send a specific electronic file to the transit agency for enabling these cards on a specific date each month, called the Extract File.

- b. The Vendor will receive data (called the Communication File) from the transit agency concerning additional charges (i.e. replacement fees) or customers who are removed from the system. The information will be used as input into the Extract File.
 - c. The Vendor will receive new enrollments from employers. The vendor will aggregate data and send as a separate file to the transit agency. This will need to be completed on a specific date before the Extract File is sent. New enrollments can be either new cards (~850/month) ordered or established cards that will be new to the program.
 - d. The vendor will receive replacement orders for lost/stolen or damaged Chicago Card Plus cards. The vendor will work with the agency to issue new cards as well as receive replacement orders from the agency that were ordered through the agency.
- 3. In 2009, there were 228,973 reloads to Chicago Card Plus accounts.
- 4. Database field for the Chicago Card Plus.
 - a. First Name
 - b. Last Name
 - c. Home Address
 - d. City
 - e. State
 - f. Zip
 - g. Telephone Number
 - h. Email Address
 - i. PIN (created by the employee)
 - j. Unique employee ID number
 - k. Card Serial Number (issued by transit agency)
 - l. Status Field (new, existing, replacement, card fee, suspended, and cancel.
- B. Include fare media from Pace and Northern Indiana Commuter Transit District in future product offerings.
- C. Eliminate the Chicago Card Monthly and transfer employees to Chicago Card Plus or Transit Cards.
- D. Enhance the ordering platform to include any new fare media and possible redesign to make the platform as user-friendly as possible.

XVIII. PROPOSAL FORMAT

The following proposal requirements are intended to provide a concise understanding of each respondent's ability to perform this assignment. Selection will be based on professional qualifications and experience, study approach, and cost.

18.1 Proposal Requirement 1: Cover Letter

Provide a cover letter, not exceeding two pages in length that reflects your thorough and complete understanding of the RTA's objectives for this project. Summarize your firm's proposal, identify the primary representatives of your firm that will negotiate an agreement and confirm your firm's agreement to perform as described in this RFP. Any modification or additions to RTA's standard terms and conditions (Exhibit A) must be noted in the cover letter.

18.2 Proposal Requirement 2: Experience and Qualifications

Present your firm's capabilities and experience as they relate to the scope of work.

Provide the names, job titles, expertise, and project responsibilities of the key personnel that will be involved in the RTA project. Their expertise, qualifications and experience must be documented by resumes. The proposer selected must have at least a minimum of three (3) years of verifiable experience as a Program Administrator.

18.3 Proposal Requirement: 3: Approach

The proposal shall describe the proposed methodology of conducting each task in the scope of work; how the tasks will be allocated among the team members; the products from each task; and how the tasks are interrelated as they relate to the items indicated below.

1. Provide internet capabilities that would allow RTA staff to retrieve any of the above-identified information or to improve the customer experience.
2. Describe order fulfillment capabilities.
3. Describe order shipment capabilities.
4. Describe your firm's capabilities to manage fare media inventory.
5. Describe Customer Support Service capabilities and processes.
6. Describe your firm's capabilities to accept/implement other types of payment options associated with the purchase of fare media.
7. Include experience and qualifications of the Account Manager.
8. Describe your firm's capabilities to assist in enhancements.

18.4 Proposal Requirement 4: Compensation

The cost proposal shall be submitted on an RTA Cost and Price Analysis Form 4400, and must provide all labor rates, including subcontractor rates, if applicable. The proposer must also describe in detail all charges, administration fees, processing fees, material mail-out fees, phone support fees, etc. in a "fee schedule".

The RTA reserves the right to negotiate costs and to reject any or all submissions, or any part of any submission.

18.5 Affirmative Action Requirements

The RTA requires that all proposers submit the applicable information listed below (unless previously submitted) along with the proposal.

For bids or proposals that equal \$50,000 or more, or for any bid amount that, when added to prior awards made to the proposer within the same fiscal year, total \$50,000 or more, the proposer shall provide:

- A Current Work Force Utilization Analysis
- Contractor's Affirmative Action Plan (only required if bidder employs more than fifteen (15) persons)

A copy of the RTA's Equal Employment Opportunity Compliance requirements and a form of Work Force Utilization Analysis can be found attached hereto as **Exhibit B**. The Work Force Utilization Analysis submitted (or on file with RTA) must be dated within the twelve-month period preceding contract award. The contractor's Affirmative Action Program (including goals and timetables for correcting under-utilization, where applicable) must be acceptable to the RTA and current at the time of contract award.

Questions regarding these requirements should be directed to Lillian Wallace, the RTA's DBE Coordinator, at (312) 913-3213 between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday.

18.6 Disadvantaged Business Enterprise (DBE) Requirement

The RTA has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation, 49 CFR Part 26, applicable to all its contracts regardless of funding source. The RTA strongly encourages vendors to make good

faith efforts to utilize DBEs as subconsultants, subcontractors, suppliers or joint venture partners on this project. A listing of certified DBEs providing relevant services or commodities can be accessed at the Illinois Department of Transportation website www.dot.stat.il.us/ucp/ucp/html.

The RTA has established a DBE subcontracting goal on this project of 15% of the total dollars expended under the contract. In addition to the other award criteria established for this contract, the vendor must either meet or exceed the DBE subcontracting goal, or make a good faith effort to do so. The vendor must submit the DBE Compliance Plan forms contained in **Exhibit E** along with its proposal. Failure to do so may render the solicitation response non-responsive and may cause it to be rejected.

XIX. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held on **Friday, April 23, 2010** at 10 AM in the RTA Board room located at 175 West Jackson Boulevard, Suite 1550, Chicago, Illinois 60604.

XX. EVALUATION CRITERIA

The RTA staff will evaluate proposals for required content, relevance of proposal and proposed costs. Staff may conduct interviews of proposers if necessary to select a contractor. Proposals will be evaluated based upon the following criteria:

- a. Proposals will be evaluated based on the firm's experience and qualifications as they relate to the scope of work. Their expertise, qualifications and experience must be documented by resumes and client references.
- b. Proposed methodology for conducting each task in the Scope of Work and Approach.
- c. Overall cost and fee schedule.

XXI. RFP SCHEDULE

RFP Released	April 15, 2010
Pre-Proposal Conference	April 23, 2010
Proposal Due to RTA, 4:00 p.m.	May 7, 2010
Contract Award	May 20, 2010

XXII. PROPOSAL SUBMISSION

One (1) original copy and six (6) copies or one (1) original and one (1) electronic copy provided on CD or DVD of your proposal should be submitted in a sealed envelope and clearly marked as follows: **TRANSIT BENEFIT FARE PROGRAM – RFP #0077.**

The envelope should be addressed to:

Edward Gronkowski
Manager, Procurement and Contracting
Regional Transportation Authority
175 West Jackson Boulevard, Suite 1550
Chicago, Illinois 60604

Firms mailing proposals should allow normal mail delivery time to ensure timely receipt of the proposal. The RTA is not responsible for the late arrival of proposals due to late or delayed mail delivery. **Proposals received after the designated date and time shall be rejected.**

XXIII. GENERAL INFORMATION FOR PROPOSERS

23.1 RTA Agreement for Professional and Consulting Services

A form of the standard RTA Agreement for Professional and Consulting Services is attached hereto as Exhibit A for your review. Each proposing firm must agree to the general terms and conditions of this agreement to be considered responsive to this RFP, and must agree to enter into an agreement containing such general terms and conditions if selected as the consultant.

23.2 Addenda to the RFP

If it becomes necessary to revise any part of this RFP, addenda will be provided to all firms that have received or responded to this RFP, and to any others that request them.

23.3 Certifications

Each proposing firm must provide completed and signed copies of the following documents: (i) a Non-Collusion Affidavit, in the form attached hereto as **Exhibit C**, and (ii) a Vendor/Contractor Certification, in the form attached hereto as **Exhibit D**.

In the event the proposing firm proposes to use any subcontractors, such proposed subcontractors must also complete and sign a Vendor/Contractor Certification, which must be included in the proposing firm's proposal.

23.4 Joint Proposals

The RTA will accept a joint proposal by two or more firms, if the proposal states, in detail, the specific work to be performed by each of the firms. A proposal for a joint undertaking must delegate a named joint member full authority to negotiate, to execute contracts and to act on the behalf of the full consortium with respect to all components of the joint undertaking.

23.5 Presentations

Upon review of the proposals by the RTA and the selection committee, one or more firms may be invited to provide personal presentations. In such cases, the candidate shall be responsible for all costs incurred due to such requests.

23.6 Disclosure of Proposal Contents

If a proposal contains information that the proposer does not want disclosed or used for purposes other than the evaluation of the proposal, such information must be indicated and clearly marked by the proposer with an appropriate disclaimer. Materials submitted in connection with this RFP may be subject to disclosure under the Freedom of Information Act, 5 ILCS 140/1 *et seq.* The RTA makes no guarantee that materials will be kept confidential.

23.7 Negotiations

The RTA has the sole discretion to determine the acceptability of qualification, responsibility and capability of prospective contractors, the suitability of price, and other factors. All decisions by the RTA will be final and binding. The RTA reserves the right to negotiate the terms of an agreement for the work to be undertaken.

23.8 Acceptance of Proposal Content

The contents of the proposal of the successful proposer may be incorporated in the contractual obligations, if a contract ensues. Failure of the successful proposer to accept these obligations may result in cancellation of the award.

XXIV. BASIS FOR PAYMENT

The Contractor shall submit monthly invoices within fifteen (15) days of the last business day of each month. Payments shall be made to the consultant within thirty (30) days of receipt of the invoice.

XXV. LIST OF EXHIBITS

Exhibit A.	RTA Agreement for Professional and Consulting Services
Exhibit B.	EEO Compliance Requirements
Exhibit C.	Non-collusion Affidavit
Exhibit D.	Vendor/Contractor Certification*
Exhibit E.	Disadvantaged Business Enterprise Compliance Plan
Exhibit F.	Insurance Requirements
Exhibit G.	Legal Advertisement
Exhibit H.	Cost & Price Analysis Form (Form 4400)
Exhibit I.	Sales Summary
Exhibit J.	Order Detail
Exhibit K.	RTA FareCheck Stock Inventory Report
Exhibit L.	Inventory Order – Chicago Card
Exhibit M.	Inventory Order – Fare Cards
Exhibit N.	Positive Pay Sample
Exhibit O.	Sales Journal
Exhibit P.	RTA FareCheck Sample

NOTE: Exhibits B, C, D, E and H are to be returned with your response to this RFP. Exhibits A, F, G and I through P are for informational purposes only.

*The Vendor/Contractor Certification Form must be completed by the proposer and any proposed subcontractor and returned along with your response to this RFP.



EXHIBIT A

AGREEMENT FOR PROFESSIONAL AND CONSULTING SERVICES

THIS AGREEMENT FOR PROFESSIONAL AND CONSULTING SERVICES (this "Agreement") is entered into this _____ day of _____, _____, in the City of Chicago and the State of Illinois, by and between the Regional Transportation Authority, a municipal corporation and body politic existing under the laws of the State of Illinois (the "Authority"), having offices located at 175 W. Jackson Boulevard, Chicago, Illinois 60604, and _____ (the "Contractor"), having offices located at _____.

For and in consideration of the promises and agreements herein set forth, THE AUTHORITY AND THE CONTRACTOR HEREBY AGREE:

ARTICLE 1. CONTRACTOR'S SERVICES

1.1 Scope and Description of Services. The Contractor will perform for the benefit of the Authority the services described in Exhibit A, which is attached hereto and incorporated herein (the "Services"). The Contractor must furnish all professional services, labor, materials, tools, equipment and supervision necessary or appropriate to fully perform the Services and all other duties and responsibilities of the Contractor pursuant to this Agreement.

1.2 Standard of Performance. The Contractor must perform all Services required of it under this Agreement in accordance with the practices, methods, standards, degree of judgment and skill that are ordinarily possessed and exercised by (and generally accepted as being appropriate for) nationally recognized professionals of good standing who are performing work which is of similar scope, nature and complexity as the Services (the "Professional Standard").

1.3 Compliance with Laws. In the performance of the Services, the Contractor must comply, and must cause all Contractor Related Parties (as defined below) to comply, and must ensure that the Services comply, with all applicable federal, state and local laws, regulations, rules, ordinances, codes, permits, licenses, approvals, orders, declarations and decrees in effect from time to time (collectively, "Laws").

1.4 Qualifications. The Contractor and any subcontractor, consultant, agent or other entity with which the Contractor contracts to perform a portion of the Services (collectively, the "Contractor Related Parties") must be suitably qualified and experienced to perform the Services in accordance with the requirements of this Agreement and the Professional Standard. To the extent required by any Laws, the Contractor and all Contractor Related Parties must be suitably licensed or certified to perform the Services.

1.5 Key Personnel. Prior to or upon execution of this Agreement, the Contractor shall inform the Authority of the names of the key personnel of the Contractor (the “Key Personnel”) who will perform or be responsible for supervising performance of the Services on behalf of the Contractor. The Contractor may not remove any Key Personnel from the Services without the prior written consent of the Authority, unless such Key Personnel are no longer employed by or affiliated with the Contractor. Key Personnel may only be replaced with the prior written approval of the Authority, which approval will not be unreasonably withheld. If so requested by the Authority, the Contractor must promptly replace any Key Personnel or Contractor Related Party if, in the opinion of the Authority, the performance of such Key Personnel or Contractor Related Party is unsatisfactory.

ARTICLE 2. TERMS OF PAYMENT FOR SERVICES

2.1 Contractor’s Fee. The Contractor’s fee for performance of the Services (the “Contractor’s Fee”) shall be calculated as set forth in Exhibit B, which is attached here to and incorporated herein, but in no event shall the Contractor’s fee exceed _____ Dollars (\$_____). The Contractor must invoice the Authority for progress payments toward the total Contractor’s Fee in proportion to the percentage of the Services completed.

2.2 Invoices. Each invoice for payment submitted by the Contractor must include (i) a detailed statement of all Services performed and reimbursable expenses incurred (to the extent applicable and approved by the Authority) during the period since the last invoice; (ii) a list of all Contractor Related Parties with the itemized cost of their services detailed (if applicable); and (iii) payroll records, time cards, computer records, canceled checks, purchase orders, consulting contracts and such other backup documentation as the Authority may reasonably request to substantiate the amounts properly owing to the Contractor. All invoices must show Authority Account Number _____ and Authority Purchase Order Number _____. All invoices must be submitted monthly to the Authority to the attention of “Accounts Payable.”

2.3 Sworn Statements and Lien Waivers. To the extent required by applicable Law or requested by the Authority, the Contractor must also submit to the Authority (all in a form reasonably satisfactory to the Authority) with each invoice a sworn statement setting forth all Contractor Related Parties retained by the Contractor in connection with the performance of the Services, together with a lien waiver from the Contractor and each such Contractor Related Party covering the amounts for which payment is then being sought.

2.4 Payment of Amounts Due. The Authority will pay all amounts properly owing to the Contractor as set forth in each invoice within thirty (30) days following receipt of such invoice. However, if the Authority objects to all or any portion of any invoice, the Authority will so notify the Contractor within fifteen (15) days after receipt of such invoice, giving the Contractor reasons for the objection, and the Authority will not pay that portion of the invoice which is in dispute. The Authority will pay any portion of the invoice not in dispute within the preceding thirty (30) day period.

2.5 Withholding Payment. Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Contractor for services required to correct deficiencies attributable to errors or omissions of the Contractor, and all such errors or

omissions must be corrected by the Contractor at the Contractor's sole cost and expense. Notwithstanding anything to the contrary herein contained, the Authority has the right to withhold from payment due the Contractor such sums as are reasonably necessary to protect the Authority against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Contractor or Contractor Related Parties; (ii) the failure by the Contractor or any Contractor Related Parties to perform the Contractor's obligations hereunder; or (iii) claims filed against the Authority relating to the Services. Any sums withheld from the Contractor as provided in this Article, and subsequently determined to be due and owing to the Contractor, will be immediately paid to the Contractor.

2.6 Records. The Contractor's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Contractor for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Authority or any authorized representative of the Authority, upon reasonable prior notice, for audit and review during normal business hours at the Authority's offices, 175 W. Jackson Boulevard, Chicago, Illinois 60604. In addition, such records must be available, upon reasonable prior notice, for audit and review by the Illinois Department of Transportation ("IDOT") (if IDOT is providing funding for all or any portion of the Contractor's Fee), the Federal Transportation Administration (the "FTA") (if the FTA is providing funding for all or any portion of the Contractor's Fee) and any other governmental agency providing funding for all or any portion of the Contractor's Fee.

ARTICLE 3. TIME FOR COMPLETION OF SERVICES

3.1 Term of Agreement. The term of this Agreement shall begin on _____ and end on _____ (the "Term"). The Contractor must complete all Services within the Term. The Contractor must furnish such manpower, materials, facilities, and equipment and must work such hours, including overtime operations, as may be necessary to ensure the progress and completion of the Services within the Term. Time is of the essence of this Agreement.

3.2 Unavoidable Delay. If the Contractor is delayed in the delivery of the Services pursuant to this Agreement by an Excusable Event (as defined below) legitimately beyond its reasonable control, it must, immediately upon gaining knowledge of such Excusable Event, give written notice to the Authority and request an extension of time for completion of this Agreement. The Authority will examine the request and determine if the Contractor is entitled to an extension. The Authority will notify the Contractor of the decision in writing, and that decision will be final and binding. By permitting the Contractor to proceed with the Services or any part of them, after such an extension, the Authority in no way waives its rights, if any, under this Agreement, at law or in equity, if this Agreement has been completed by the date of any such extension. An "Excusable Event" is an act or neglect of the Authority, a material change in the Services ordered by the Authority, fire, unusual delay in deliveries, unavoidable casualties or other causes which are not reasonably foreseeable and are beyond the Contractor's reasonable control.

3.3 Progress Reports. The Contractor must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period.

ARTICLE 4. INDEPENDENCE OF CONTRACTOR; EMPLOYEES AND SUBCONTRACTORS

4.1 Independent Contractor. The Contractor is engaged by the Authority only for the purpose and to the extent set forth in this Agreement, and the Contractor's status during the period of this engagement is that of an independent contractor and nothing herein will at any time be construed to create the relationship of employer and employee, principal and agent, partners, or joint venturers between the Authority and the Contractor, or between the respective officers, directors, partners, managers, employees or agents of the Authority and the Contractor. The Contractor will not be an employee or agent of the Authority, nor claim to be acting as such, and will have no authority whatsoever to bind the Authority, waive any contractual requirements or make any statements or representations on behalf of the Authority.

4.2 Responsibility for Employees. The Contractor is solely responsible for the compensation, benefits, contributions and taxes, if any, of all employees and Contractor Related Parties. The Contractor must at its own expense comply with all applicable workmen's compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other Laws.

4.3 Contracts with Contractor Related Parties. The Contractor will not contract with any Contractor Related Party for performance of a portion of the Services without first securing the Authority's approval of the proposed Contractor Related Party. Each contract with a Contractor Related Party must: (a) require such Services to be performed in accordance with the requirements of this Agreement, including without limitation the requirements of all applicable Laws and the Professional Standard; (b) require the Contractor Related Party to agree to be bound by all the terms and conditions of this Agreement applicable to the Contractor and/or Contractor Related Parties; and (c) contain such other terms and conditions as the Authority may reasonably request. The Contractor shall be responsible for payments to Contractor Related Parties out of the Contractor's Fee or other funds of the Contractor.

ARTICLE 5. WARRANTIES AND REPRESENTATIONS

In connection with the execution of this Agreement, the Contractor warrants and represents as follows:

5.1 Feasibility of Performance. The Contractor (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.

5.2 Ability to Perform. The Contractor hereby represents and warrants to the Authority, with the intention that the Authority rely thereon in entering into this Agreement, that: (a) the Contractor is financially solvent; (b) the Contractor, and each Contractor Related Party,

has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Contractor possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Contractor has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Contractor's behalf and to bind the Contractor hereto; and (f) the Contractor will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.

5.3 Professional Standard. The Contractor hereby covenants and agrees that: (a) the Contractor will perform all Services described in this Agreement in accordance with the Professional Standard; and (b) all Developments (as defined below) will comply with the Professional Standard.

5.4 Ineligibility. The Contractor is not barred or ineligible and will not knowingly use the services of any Contractor Related Party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.

5.5 Unauthorized Code. Any Developments that comprise software will be free, at the time of receipt by Authority, of any computer virus, software locks or other such unauthorized code. Unauthorized code includes harmful programs or data incorporated into the software which destroys, erases, damages or otherwise disrupts the normal operation of the software or other programs, hardware or systems utilized by Authority or allows for unauthorized access to the software or other programs, hardware or systems utilized by Authority. Unauthorized code also includes any mechanism, such as password checking, CPU serial number checking or time dependency, that could hinder Authority freedom to fully exercise its license rights under this Agreement.

5.6 Certifications. The certifications, assurances and statements made by the Contractor in the Vendor/Contractor Certification, attached hereto and incorporated herein as Exhibit C, are true, accurate and complete as of the date hereof. In addition, if the Authority has directed the Contractor to complete the Federal Certifications and Assurances, the certifications, assurances and statements made by the Contractor in the Federal Certifications and Assurances (incorporated herein if the Authority has directed the Contractor to complete such document) are true, accurate and complete as of the date hereof. The term "Grantee" in the Federal Certifications and Assurances shall be understood to mean "Contractor" for the purposes of this Agreement.

ARTICLE 6. INSURANCE

6.1 Unless otherwise specified or required by the Authority, the Contractor shall maintain such insurance as is customary and reasonable within the Contractor's industry for entities performing services similar to the Services, which insurance shall cover, at a minimum, all claims, whenever made, arising out of or in relation to the performance of or failure to perform the Services pursuant to this Agreement. The Contractor shall furnish certificates

evidencing such insurance to the Authority prior to commencement of the Services and shall promptly furnish to the Authority notices of cancellation, renewal or non-renewal of such insurance. Such insurance must be kept in full force and effect until the date that all Services are complete and final payment for such Services is made.

ARTICLE 7. INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1 General Indemnification. To the fullest extent permitted by law, the Contractor will indemnify, defend and hold harmless the Authority, IDOT (if IDOT is providing funding for all or any portion of the Contractor's Fee), the FTA (if the FTA is providing funding for all or any portion of the Contractor's Fee), any other governmental agency providing funding for all or any portion of the Contractor's Fee, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Contractor and any Contractor Related Parties of the Services and other duties and obligations under this Agreement, (ii) any act or omission to act by the Contractor, any Contractor Related Parties, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Contractor of any term, covenant, condition, duty or obligation provided in this Agreement. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case law.

7.2 Indemnity for Intellectual Property Claims. In addition to the indemnification provided in Section 7.1, Contractor will indemnify, defend and hold harmless the Authority, IDOT (if IDOT is providing funding for all or any portion of the Contractor's Fee), the FTA (if the FTA is providing funding for all or any portion of the Contractor's Fee), any other governmental agency providing funding for all or any portion of the Contractor's Fee, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with any and all claims which are based upon or make the contention that any of the Developments or other materials supplied to the Authority or used by the Authority in the manner recommended by the Contractor, in whole or in part, constitute infringement of any copyright, trademark, patent, trade secret or other proprietary rights of any third party. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any other party pursuant to any common law or case law.

7.3 No Liability for Consequential Damages. In no event will the Authority be liable to the Contractor, whether such liability arises in tort, in equity or in contract, for

incidental, indirect or consequential damages, including, but not limited to, loss of profits or revenue, loss of use of equipment or facilities, cost of capital, underutilization of equipment, facilities or labor, or downtime costs, except as provided in Section 12.5.

7.4 No Liability of Public Officials. No official, employee or agent of the Authority will be charged personally by the Contractor, or by any assignee or Contractor Related Parties, with any liability or expenses of defense or be personally liable to them under any term or provision of this Agreement, or because of the Authority's execution or attempted execution, or because of any breach hereof.

7.5 No Liability of Funding Agencies. IDOT, the FTA and any other governmental agencies providing funding to pay all or a portion of the Contractor's Fee will not be subject to any obligations or liabilities by or to the Contractor or Contractor Related Parties in connection with the Services, notwithstanding any concurrence in the retention or solicitation of the Contractor or Contractor Related Parties.

ARTICLE 8. RECORDS, DEVELOPMENTS AND INTELLECTUAL PROPERTY RIGHTS

8.1 Definition of Developments; Intellectual Property Rights.

1. All concepts, works, information, data, computer programs and other ideas and materials developed, invented, prepared or discovered by the Contractor or any of its employees, agents or Contractor Related Parties, either alone or in collaboration with others, which relate to the actual or anticipated activities, business or research of the Authority, which result from or are suggested by the Services or any other work the Contractor or the Contractor Related Parties may do for the Authority, or which result from use of the Authority premises or property (collectively, the "Developments") and any trademark, trade secret, copyright, patent, common law right, title or slogan or any other proprietary right ("Proprietary Rights") in such Developments will be the sole property of the Authority and IDOT (to the extent IDOT is providing funding for all or any portion of the Contractor's Fee), the FTA (to the extent the FTA is providing funding for all or any portion of the Contractor's Fee) and any other governmental agency providing funding for all or any portion of the Contractor's Fee (to the extent of such funding). The Contractor hereby assigns (and agrees to cause all Contractor Related Parties to assign) to the Authority (and IDOT (to the extent IDOT is providing funding for all or any portion of the Contractor's Fee), the FTA (to the extent the FTA is providing funding for all or any portion of the Contractor's Fee) and any other governmental agency providing funding for all or any portion of the Contractor's Fee (to the extent of such funding)) the Contractor's (or the Contractor Related Parties') entire right and interest in any such Development, and will execute (or cause the Contractor Related Parties to execute) any documents in connection therewith that the Authority may reasonably request; provided that to the fullest extent permissible by

applicable Law, any and all copyrightable aspects of the Developments will be considered “works made for hire.” The Contractor agrees to enter into agreements with all of its Contractor Related Parties necessary to establish the Authority’s ownership in the Developments (and the ownership in the Developments of IDOT (to the extent IDOT is providing funding for all or any portion of the Contractor’s Fee), the FTA (to the extent the FTA is providing funding for all or any portion of the Contractor’s Fee) and any other governmental agency providing funding for all or any portion of the Contractor’s Fee (to the extent of such funding)), and the Contractor agrees to provide the Authority with copies of such agreements if requested by the Authority. The foregoing does not apply to any inventions that the Contractor made prior to the Contractor’s retention by the Authority, or to any inventions that the Contractor develops without using any of the Authority equipment, supplies, facilities or Confidential Information and that do not relate to the Services or the Authority business or research, or the Services the Contractor performs for the Authority. The Contractor hereby grants to the Authority (and IDOT (to the extent IDOT is providing funding for all or any portion of the Contractor’s Fee), the FTA (to the extent the FTA is providing funding for all or any portion of the Contractor’s Fee) and any other governmental agency providing funding for all or any portion of the Contractor’s Fee (to the extent of such funding)) a perpetual, irrevocable, non-exclusive right and license, with the right to sublicense, to use all materials, software, technology, data or other goods or services, that are not Developments but that are required to use fully and completely the Developments. The Contractor will provide to the Authority materials that are Developments only to the extent the Contractor has the right to make the foregoing license.

2. This Agreement will not preclude the Contractor from using its general knowledge, skills and experience for its other clients, provided that the Contractor does not use in connection therewith any Developments or Confidential Information
3. At all times during the term of this Agreement, upon request from the Authority and upon termination or expiration of this Agreement, the Contractor will immediately provide to the Authority the then-current version of any Developments in the Contractor’s possession, indexed and arranged to the satisfaction of the Authority.

ARTICLE 9. CONFIDENTIALITY

9.1 Confidential Information. “Confidential Information” shall mean all information, whether in written, verbal, graphic, electronic or any other form, which is disclosed to or observed by the Contractor in the course of its performance of Services hereunder. Confidential Information will include Developments, business plans, forecasts, projections, analyses, Authority employee and vendor information, software (including all documentation

and codes), hardware and system designs, architectures and protocols, specifications, manufacturing, logistic and sale processes.

9.2 Use of Confidential Information. The Contractor (i) will use Confidential Information only in connection with Contractor's performance of the Services, and (ii) will not disclose Confidential Information except to the Contractor's employees and Contractor Related Parties to the extent such employees or Contractor Related Parties need to know such Confidential Information in connection with the performance of the Services. In addition to the requirements of the foregoing sentence, if the Contractor wishes to disclose Confidential Information to a Contractor Related Party, the Authority must first consent to such disclosure and the Contractor Related Party must agree in writing to be bound by the terms and conditions of this Article 9, in a document satisfactory to the Authority. The Contractor will be responsible and liable for any unauthorized disclosure, publication or dissemination by any party who obtained Confidential Information from the Contractor, including Contractor's employees and Contractor Related Parties. This Article 9 does not apply to any information that (a) the Contractor can demonstrate that it possessed prior to the date of this Agreement without obligation of confidentiality, (b) the Contractor develops independently without use of any Confidential Information, (c) the Contractor rightfully receives from a third party without any obligation of confidentiality to such third party, (d) is or becomes publicly available without breach of this Agreement, or (e) must be disclosed as required under applicable Law; provided, however, that the Contractor must give the Authority reasonable notice prior to such disclosure and will reasonably cooperate with any efforts requested by the Authority to limit the nature or scope of the disclosure.

9.3 Authority Confidential Information. The Contractor understands and acknowledges that the Authority may use software provided in connection with this Agreement in connection with Confidential Information of the Authority. Any such use of software shall not alter the Contractor's obligations and the Authority's rights with respect to Confidential Information described in Section 9.2 above.

ARTICLE 10. EMPLOYMENT CONDITIONS

10.1 Equal Employment Opportunity Clause. In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act (775 ILCS 5/1 *et seq.*) (the "Human Rights Act") or the rules and regulations (the "Rules and Regulations") of the Illinois Department of Human Rights (for the purposes of this Article 10, the "Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may, in addition to any remedies provided pursuant to this Agreement, be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to

determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- (2) That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding a notice advising such labor organization or representative of the Contractor's obligations under the Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the Authority and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Authority, and in all respects comply with the Human Rights Act and the Department's Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel for the Authority and the Department for purposes of investigation to ascertain compliance with the Human Rights Act and the Department's Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause 10.1 in every subcontract it awards under which any portion of this Agreement's obligations are undertaken or assumed so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause 10.1 by such subcontractors, and it will promptly notify the Authority and the Department in the event any subcontractor fails to or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

10.2 Public Works Employment Discrimination Act. The Contractor certifies and agrees that it will comply with the Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*). In confirmation and furtherance of the foregoing, the Contractor agrees that no person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Authority, including without limitation, the Services to be provided pursuant to this Agreement.

10.3 Drug-Free Workplace. The Contractor certifies and agrees that it will provide a drug-free workplace as required by the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and that it will comply with all provisions thereof.

10.4 Disadvantaged Business Enterprise Assurance. In accordance with 49 CFR Part 26.13(a), as amended, the Contractor assures the Authority that it shall not discriminate on the basis of race, color, national origin or sex in the implementation of the Services and in the award and performance of any subcontract or other third party contract supported with Federal assistance derived from the U.S. Department of Transportation (“USDOT”) or in the administration of its Disadvantaged Business Enterprise (“DBE”) program, if required pursuant to 49 CFR Part 26, as amended, or the requirements of 49 CFR Part 26, as amended. The Contractor assures the Authority that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all subcontracts and third party contracts supported with Federal assistance derived from USDOT. The Contractor’s DBE program, if required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for the purposes of any Federal assistance awarded by the FTA or USDOT. If required by 49 CFR Part 26, as amended, implementation of such a DBE program is a legal obligation of the Contractor, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Contractor of its failure to implement its approved DBE program, if required by 49 CFR Part 26, as amended, USDOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended.

ARTICLE 11. APPROPRIATION OF FUNDS

11.1 Authority Appropriation. The parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Authority (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Authority’s Board of Directors for each subsequent year. If the Authority fails to make such an appropriation, the Authority may terminate this Agreement and the Contractor will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Authority has funds available and appropriated to pay the Contractor such amount.

11.2 Appropriation by Other Funding Agencies. To the extent IDOT, the FTA or another governmental agency is providing funding to pay all or a portion of the Contractor’s Fee, this Agreement and the obligation of the Authority to pay the Contractor’s Fee is contingent

upon approval of this Agreement (if required by the relevant governmental agency) and appropriation of the relevant funding by the relevant governmental agency (which may in turn be contingent upon an appropriation of funds to such governmental agency by the Illinois General Assembly or the federal government). If any such governmental agency fails to approve this Agreement (if approval is required by the governmental agency), appropriate such funding or provide such funding, the Authority may terminate this Agreement and the Contractor will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Authority has funds available and appropriated to pay the Contractor such amount. Upon the request of the Contractor, the Authority will inform the Contractor as to whether any governmental agency other than the Authority is providing funding to pay all or a portion of the Contractor's Fee and the status of approval of this Agreement by any such agency. In the event of a conflict between this Agreement and any funding agreement between the Authority and a governmental agency providing funding to pay all or a portion of the Contractor's Fee, the terms of such funding agreement will control.

ARTICLE 12. EVENTS OF DEFAULT, REMEDIES, TERMINATION AND STOP WORK ORDER

12.1 Events of Default. The following will constitute events of default ("Events of Default") hereunder:

1. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance of this Agreement, made by the Contractor to the Authority, or any material breach of a representation, covenant or warranty of the Contractor made herein.
2. The Contractor's failure to perform any of its obligations under this Agreement, including, but not limited to, the following:
 - a) failure to perform the Services or any portion thereof with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - b) failure to perform the Services in accordance with the standards of performance applicable thereto;
 - c) insolvency, filing of bankruptcy or assignment for the benefit of creditors;
 - d) failure to comply with a material term of this Agreement; or
 - e) any other acts specifically and expressly stated in this Agreement as constituting an Event of Default.
3. Any change in ownership or control of the Contractor without the prior written approval of the Authority, which consent will not be unreasonably withheld.

12.2 Declaration of Default. The Authority will notify the Contractor of any circumstances that the Authority believes to be an Event of Default and will allow the Contractor a reasonable amount of time to proceed to cure such Event of Default (which period of time will be no more than thirty (30) calendar days). If the Contractor has failed to proceed to cure the Event of Default within such cure period, the Authority may declare the Contractor to be in default; provided, however, if such Event of Default cannot reasonably be cured within the cure period, the Authority may, in its sole discretion, allow the Contractor additional time in which to cure such Event of Default so long as the Contractor diligently pursues such cure.

Written notification of any decision of the Authority to declare the Contractor in default will be provided to the Contractor, and such decision will be final and effective upon the Contractor's receipt of such notice. The Authority has the sole discretion to declare the Contractor in default.

12.3 Remedies for Default. Upon giving notice of a declaration of default due to the occurrence of an Event of Default, the Authority may invoke any or all of the following remedies:

1. the right to take over and complete the Services, either directly or through others;
2. the right to terminate this Agreement effective at a time specified by the Authority;
3. the right to seek specific performance, an injunction or any other appropriate remedy;
4. the right to recover money damages;
5. the right to withhold all or any part of the Contractor's compensation hereunder; and/or
6. the right to require the Contractor to discontinue any Services and deliver all materials accumulated in the performance of the Services, whether completed or in process, to the Authority.

12.4 Remedies Nonexclusive. The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy will be cumulative and will be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default will impair any such right or power, nor will it be construed as a waiver of any Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

12.5 Right of Authority to Terminate. The Authority may terminate this Agreement at any time hereafter, with or without cause, by giving seven (7) days' written notice to the Contractor at the address specified in Section 13.7. Termination will be effective upon the expiration of such seven (7) day period or on such other date as mutually agreed by the parties.

In the event the Authority terminates this Agreement other than for breach hereof by the Contractor or for the reasons set forth in Sections 11.1 or 11.2, the Authority agrees to pay the Contractor, and the Contractor agrees to accept as its sole remedy, cancellation charges equal to the remaining unpaid costs accrued and obligated to date of cancellation, plus the remaining unpaid portion of the Contractor's profit based on the portion of Services then performed to the total Services that would have been performed.

12.6 Stop Work Order. The Authority may at any time, by delivering written notice to the Contractor (a "Stop Work Order"), require the Contractor to stop all or any part of the performance of Services required by this Agreement for a period of up to ninety (90) days after the Contractor receives a Stop Work Order. Upon receipt of the Stop Work Order, the Contractor will comply with its terms and take all reasonable steps to minimize costs for Services covered by the Stop Work Order during the period of work stoppage. Within a period of ninety (90) days after the Contractor's receipt of a Stop Work Order, or within any extension of that period to which the Contractor and the Authority have agreed in writing, the Authority will either cancel the Stop Work Order, or terminate this Agreement pursuant to the terms hereof. Provided this Agreement has not theretofore been terminated, the Contractor will resume performance of Services upon cancellation or expiration of any Stop Work Order. An equitable adjustment will be made in the Contractor's Fee if the Stop Work Order causes a demonstrable increase in the time required for performance of the Services and/or in the Contractor's costs in performing such Services, as the case may be.

ARTICLE 13. GENERAL PROVISIONS

13.1 Contract Documents. Each of the following described documents (the "Contract Documents") (copies of which are attached hereto) is hereby incorporated herein and forms a part of this Agreement:

- Exhibit A: Scope of Services
- Exhibit B: Payment Terms
- Exhibit C: Vendor/Contractor Certification
- Exhibit D: Key Personnel (if necessary)
- Exhibit E: Schedule (if necessary)
- Exhibit F: Insurance Requirements (if necessary)
- Exhibit G: Certifications and Assurances (if necessary)

13.2 Conflicts among Contract Documents. In the event of a conflict between the terms of this Agreement and the terms of any of the other Contract Documents, the terms of this Agreement will govern.

13.3 Amendments. This Agreement, including all Exhibits hereto and any addenda thereto, constitutes the entire Agreement between the Contractor and the Authority. It

supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the Services set forth in this Agreement. No modification, addition, deletion, etc., to this Agreement will be effective unless and until such changes are reduced to writing and executed by the authorized officers of each party.

13.4 Assignment. This Agreement will be binding upon, and inure to the benefit of, the respective successors, assigns, heirs and personal representatives of the Authority and the Contractor. The Authority must approve any successor to the Contractor's rights under this Agreement in writing. Any successor will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to such succession.

13.5 Solicitation and Employment. The Contractor will not employ any person employed by the Authority at any time during the term of this Agreement to perform any Services required by the terms of this Agreement. The Contractor will not solicit for employment any of the Authority's employees during the term of this Agreement without the prior consent of the Authority.

13.6 Governing Law. This Agreement will be interpreted under, and governed by, the laws of the State of Illinois. The Contractor agrees to exclusive jurisdiction of Illinois state and federal courts for the resolution of any dispute related to this Agreement.

13.7 Notices. All notices given under this Agreement will be in writing and will be deemed properly served if delivered in person to the individual to whom it is addressed or, 3 days after deposit in the United States mail, if sent postage prepaid by United States registered or certified mail, return receipt requested, as follows:

If to the Authority: Vickie Bradley
 Regional Transportation Authority
 175 W. Jackson Boulevard, 1550
 Chicago, Illinois 60604
 phone: 312/913-3226
 fax:312/913-3205

 with a copy to: Manager of Procurement (at
 address listed above)

If to the Contractor: _____

 phone:
 fax:

The foregoing addresses may be changed from time to time by notice to the other party in the manner provided for herein.

13.8 Interpretations. The headings of this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement. Words importing the singular number will include the plural number and vice versa, unless the context otherwise indicates. All references to any exhibit or document will be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

13.9 Joint and Several Liability. In the event that the Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by the Contractor will be the joint and several obligation and undertaking of each such individual or other legal entity.

13.10 Severability. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement will not affect the remaining portions of this Agreement or any part thereof.

13.11 No Waiver. No course of dealing or failure of the Authority and/or the Contractor to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition or other term, right or condition of this Agreement. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates recited below.

[Name of Contractor]

Regional Transportation Authority

By _____

By _____

(Print Name) _____

Stephen E. Schlickman

Title _____

Title: Executive Director

Business Entity _____
(Corporation, Partnership, etc.)

Attest

Attest

By _____

By _____

Title _____

Title _____

**EXHIBIT B
COMPLIANCE REQUIREMENTS**

I. EEO Compliance Requirements

The Regional Transportation Authority requires that all proposers/bidders submit the information below to the RTA Paralegal, 175 West Jackson, Suite 1550, Chicago, Illinois 60604 along with the bid/proposal. It is to be clearly identified and marked to the attention of the Paralegal.

EQUAL EMPLOYMENT OPPORTUNITY

1. For bids or proposals \$50,000 or more, or for any bid amount which when added to prior awards made to the bidder/proposer within the calendar year preceding the bid opening date equals \$50,000 or more, the bidder/proposer shall provide:
 - a. **Current Work Force Utilization Analysis, see attached**
 - b. **Current Affirmative Action Plan** (only required if bidder/proposer employs more than 15 persons)
2. For bids or proposals \$20,000 to \$49,999, or for any bid amount which when added to prior awards made to the bidder within the calendar year preceding the bid opening date will equal \$20,000 or more, the bidder/proposer shall provide:
 - a. **Current Work Force Utilization Analysis, see attached**

The Work Force Utilization Analysis submitted must be dated within the 12 month period preceding contract award. The Affirmative Action Plan (including goals and timetables for correcting underutilization, where applicable) must be acceptable and current at the time of contract award.

CURRENT WORKFORCE UTILIZATION ANALYSIS

Company: _____ Date: _____

Address: _____ City: _____ State: _____
 Zip: _____

Prepared By: _____ Title: _____ Phone: _____

Have you filed an Affirmative Action Plan with the RTA? Yes _____ No _____

Job Categories	Totals	Male					Female				
		White	Black	Hispanic	Native American	Asian or Pacific Islander	White	Black	Hispanic	Native American	Asian or Pacific Islander
Officials/Managers											
Availability											
Professionals											
Availability											
Technicians											
Availability											
Sales Workers											
Availability											
Office and Clerical											
Availability											
Skilled Craftsmen											
Availability											
Semi-Skilled Craftsmen											
Availability											
Laborers											
Availability											
Service Workers											
Availability											
Other											
TOTALS											

DEFINITIONS FOR WORKFORCE/UTILIZATION ANALYSIS

WHITE: A person having origins of Europe, North Africa, or the Middle East, who is not of Hispanic origin.

BLACK: A person with origins in any of the black racial groups of Africa, who is not of Hispanic origin.

HISPANIC: A person of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race.

NATIVE AMERICAN: A person of American Indians, Eskimos, Aleutians, or Native Hawaiian origins.

ASIAN or PACIFIC ISLANDERS: A person of Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of Northern Mariana Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia or Hong Kong. The Indian subcontinents include: Bangladesh, Bhutan, India, Nepal, Sikkim, Pakistan and Sri Lanka.

CIVIL RIGHTS REQUIREMENTS

The following requirements apply to this Contract:

- (1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the American with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to this Contract.
 - a. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 *et seq.* (which implement Executive Order No. 11375, “Amending Executive Order 11246 relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect any activities undertaken in the course of this project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection of training; including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. Disabilities – In accordance with section 102 of the American with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

IMPORTANT: This affidavit must be properly completed and submitted with all bids.

_____, being first duly sworn, deposes and says that he is
(Enter name of person making affidavit)

_____, the bidder submitting this (Enter "Sole Owner", A "Partner", "President", or other proper title)
proposal; that such bid was not made in the interest of or on the behalf of any undisclosed person, partnership, company, organization or corporation; that such bid is genuine and not collusive or sham, and that said bidder has not been a party to any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, or to refrain from bidding and has not, directly or indirectly, by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the Regional Transportation Authority or of any bidder or anyone else interested in the proposed contract.

SUBSCRIBED AND SWORN TO ME this

____ day of _____, 20_____
(Signature of Person Making Affidavit)

Notary Public

**REGIONAL TRANSPORTATION AUTHORITY (RTA)
VENDOR/CONTRACTOR CERTIFICATION**

Name of Vendor/Contractor: _____

Please answer all questions. Attach additional pages as necessary.

SECTION I.

DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF ENTITY

1. Indicate whether the Vendor/Contractor is an individual or legal entity:

☐ Individual

☐ Limited Liability Company

☐ Business corporation

☐ Joint venture

☐ Sole proprietorship

☐ General partnership

☐ Limited partnership

☐ Other entity (please specify) _____

2. State of incorporation or organization, if applicable:

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

☐ Yes

☐ No

☐ N/A

B. ORGANIZATION INFORMATION

1. IF THE VENDOR/CONTRACTOR IS A CORPORATION:

a. List below the names and titles of all executive officers and all directors of the corporation. If there are no such persons, write "none."

Name

Title

_____	_____
_____	_____
_____	_____
_____	_____

- b. If the Vendor/Contractor is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 7.5% of the corporation's outstanding shares.

Name

Business Address

- c. For corporations that are not registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 7.5% of the corporation's outstanding shares.

Name

Business Address

2. IF THE VENDOR/CONTRACTOR IS A PARTNERSHIP OR JOINT VENTURE: For general or limited partnerships or joint ventures list below the name and business address of each partner or joint venturer. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

Name

Business Address

3. IF THE VENDOR/CONTRACTOR IS A LIMITED LIABILITY COMPANY:

- a. List below the name and business address of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

Name

Business Address

b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

Name

Title

4. IF THE VENDOR/CONTRACTOR IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name and business address of all individuals or legal entities having an ownership or other beneficial interest in the entity.

Describe the entity:

Name

Business Address

SECTION II.

DISCLOSURE OF LOBBYISTS

A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. The Vendor/Contractor must disclose certain information about lobbyists whom the Vendor/Contractor has retained or expects to retain in connection with the matter to which this Certification relates. In particular, the Vendor/Contractor must disclose the name of each such person, his/her business address and the total amount of the fees paid or estimated to be paid. The Vendor/Contractor is not required to disclose employees who are paid solely through the Vendor/Contractor's regular payroll.

"Lobbyist" means any person (i) who, for compensation or on behalf of any person other than himself, undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.

2. If the Vendor/Contractor is uncertain whether a disclosure is required under this Section, the Vendor/Contractor must either ask the RTA whether disclosure is required or make the disclosure.

B. CERTIFICATION

Each and every lobbyist retained or anticipated to be retained directly by the Vendor/Contractor with respect to or in connection with the matter to which this Certification relates is listed below:

Name
(indicate whether retained or
anticipated to be retained)

Business Address

Fees
(indicate whether paid or
estimated)

[] CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE VENDOR/CONTRACTOR OR ARE ANTICIPATED TO BE RETAINED BY THE VENDOR/CONTRACTOR.

SECTION III. **CONFLICTS OF INTEREST**

The Vendor/Contractor certifies, to the best of its knowledge and belief, that:

1. No member of the RTA's Board of Directors, or an RTA Board member's spouse or an immediate family member of the RTA Board member living in the RTA Board member's residence has, or will have, a direct pecuniary interest in the contract to which this Certification relates.
2. No member of the RTA's Board of Directors, or an RTA Board Member's spouse or an immediate family member of the RTA Board member living in the RTA Board Member's residence holds more than a 7.5% ownership interest in Vendor/Contractor.
3. If any member of the RTA's Board of Directors, or an RTA Board Member's spouse or an immediate family member of the RTA Board member living in the RTA Board Member's residence holds an ownership interest in Vendor/Contractor of 7.5% or less, that ownership interest shall be disclosed in writing and attached to this Certification.

SECTION IV.

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Vendor/Contractor certifies, to the best of its knowledge and belief, that it and its principals, officers and directors, and any other individuals identified in Section I of this Certification:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, state or local department or agency;
2. Have not within a three-year period preceding the date of this Certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this Certification;
4. Have not within a three-year period preceding the date below had one or more public transactions (Federal, State or local) terminated for cause or for default by Vendor/Contractor; and
5. Are not presently barred from bidding on this contract as a result of a violation of either 720 ILCS § 5/33E-3 (Bid Rigging) or 720 ILCS § 5/33E-4 (Bid Rotating). (If an exception exists as set forth in the Statute, please provide a complete written explanation and supporting documents.)

The Vendor/Contractor acknowledges that, pursuant to 720 ILCS § 5/33E-11, making any false statement material to Section IV(5) of this Certification constitutes a Class 3 felony under the laws of the State of Illinois.

If the Vendor/Contractor is unable to certify to the truth of the statements in this Certification, the Vendor/Contractor shall attach an explanation to this Certification.

The Vendor/Contractor further agrees and warrants that Vendor/Contractor will not enter into any third-party contract or subcontract for work on the project to which this Certification relates in excess of \$100,000 unless and until such subcontractor provides a written certification to Vendor/Contractor in the form set forth herein, and also agrees to require such certification in all sub-subcontracts.

SECTION V.

CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Vendor/Contractor understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this Certification will become part of the contract between the Vendor/Contractor and the RTA and are material inducements to the RTA's execution of such contract. The Vendor/Contractor understands that it must comply with all statutes, ordinances, and regulations on which this Certification is based.

B. If the RTA determines that any information provided in this Certification is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void at the sole discretion of the RTA, and the RTA may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Vendor/Contractor's participation in the matter to which the Certification relates and/or declining to allow the Vendor/Contractor to participate in other transactions with the RTA.

C. Some or all of the information provided on this Certification and any attachments to this Certification may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this Certification, the Vendor/Contractor waives and releases any possible rights or claims which it may have against the RTA in connection with the public release of information contained in this Certification and also authorizes the RTA to verify the accuracy of any information submitted in this Certification and authorizes the RTA to conduct appropriate background checks regarding the Vendor/Contractor.

D. The information provided in Sections II, III and IV of this Certification must be kept current while the contract related to this Certification is in effect. In the event of any changes to information provided in Sections II, III and IV, the Vendor/Contractor must promptly supplement this Certification by disclosing the additional information in writing. Further, in the event of any changes in the officers, directors, or principals of the Vendor/Contractor while the contract related to this Certification is in effect, the Vendor/Contractor must promptly supplement this Certification by disclosing the additional information in writing.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this Certification on behalf of the Vendor/Contractor, (2) warrants that all certifications and statements contained in this Certification are true, accurate and complete as of the date furnished to the RTA, and understands that the provisions of 31 U.S.C. Section 3801 *et seq.* and other related Federal, state or local laws regarding false claims and statements may be applicable thereto.

(Print or type name of legal entity submitting
this Certification)

Date: _____

By:

(sign here)

Print or type name of signatory:

Title of signatory:

Subscribed to before me on [date] _____, at _____ County,
_____ [state].

Notary Public.

Commission expires: _____.

**REGIONAL TRANSPORTATION AUTHORITY (RTA)
DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMPLIANCE PLAN**

Project name: _____

Vendor name: _____

Instructions for Completing the DBE Compliance Plan

It is the objective of the Regional Transportation Authority (RTA) to promote the participation of Disadvantaged Business Enterprises (DBEs) in the performance of its contracts. To promote this objective, the RTA has established a DBE Program in conformance with U.S. Department of Transportation (U.S. DOT) regulations at 49 CFR Part 26. Additional information and guidance about the regulations is available at www.osdbuweb.dot.gov. Additional information on the RTA's DBE Program is available at www.rtachicago.org/dbe.

A contractor, vendor, proposer or bidder for this RTA project (referred to herein as "Vendor") must either achieve or exceed the DBE subcontracting goal established for this project or make good faith efforts to do so.

A DBE is a business certified through the Illinois Unified Certification Program (IL UCP), in accordance with the U.S. DOT's requirements. Other certifications are not acceptable and dollars spent with firms not DBE certified will not be counted towards achieving the DBE subcontracting goal on this project. Information on DBE certification through IL UCP, including a listing of certified DBEs, is available at www.dot.state.il.us/ucp/ucp.html.

All Vendors must submit to the RTA a DBE Compliance Plan at the time specified by the RTA. A Vendor that is itself a DBE will be considered to have satisfied the DBE subcontracting goal on the project, but must still submit the DBE Compliance Plan to the RTA. Specific instructions for completing this DBE Compliance Plan are included for each Section. The DBE Compliance Plan must be signed and dated by an authorized representative of the Vendor. **If the DBE Compliance Plan is not submitted at the time specified by the RTA, this may render the Vendor's solicitation response non-responsive and cause it to be rejected, or render the Vendor ineligible for contract or task order award, at the RTA's sole discretion.**

The RTA-approved DBE Compliance Plan will be incorporated into any contract relating to this project and will be attached as an exhibit thereto. Sections I – VII are the DBE Compliance Plan and supporting forms.

Questions about this DBE Compliance Plan may be directed to the RTA's DBE Coordinator by email at DBE@rtachicago.org or by telephone to 312-913-3213.

DBE Compliance Plan Check List

Please complete the following steps:

- () Complete Section II, DBE Participation Commitment, even if no DBEs will be utilized. Submit with the solicitation response (or as otherwise specified by the RTA).
 - Designate the Vendor's DBE contact person for the project.
 - List all DBE and non-DBE subconsultants, subcontractors, suppliers and joint venture partners.
 - Describe the area of specialty and type of work to be performed by the DBE and non-DBE subconsultant, subcontractor, supplier and joint venture partner.
 - List the dollar amount of DBE and non-DBE participation commitment and the percentage of the total proposal/contract amount.
 - List the total proposal/contract price.
- () If the DBE subcontracting goal was not fully achieved, complete Section III, Demonstration of Good Faith Efforts to Achieve DBE Subcontracting Goal. Submit with the solicitation response (or as otherwise specified by the RTA).
 - Complete the Good Faith Efforts checklist.
 - Complete Good Faith Efforts Contacts Log.
- () If the Vendor proposes to achieve the DBE subcontracting goal by entering into a joint venture arrangement with a DBE, complete Section IV, DBE Joint Venture Agreement. Submit with the solicitation response (or as otherwise specified by the RTA).
- () Complete Section V, Letter of Intent, for each DBE proposed to be utilized on the project as a subconsultant, subcontractor or supplier (but not as a joint venture partner). Submit with the solicitation response (or as otherwise specified by the RTA).
- () Have an authorized officer of the Vendor sign Section VII, Attestation, and have it notarized.
- () Submit entire DBE Compliance Plan to the RTA with the solicitation response (or as otherwise specified by the RTA).

SECTION I
DBE PROGRAM PROVISIONS AND DBE COMPLIANCE PLAN INSTRUCTIONS

The DBE Compliance Plan must list all firms that will participate on the project as subconsultants, subcontractors, suppliers or joint venturer partners for the Vendor. By listing a subconsultant, subcontractor, supplier or joint venture partner on the DBE Compliance Plan, the Vendor indicates that all firms agree to the price and scope of work proposed. In the event the Vendor is awarded a contract (or, in the case of a task order contract, task orders are established), the Vendor agrees to contract with the DBE(s) identified herein for the scope and price disclosed. These Provisions and Instructions will be incorporated by reference into the contract.

Counting DBE Participation Towards the DBE Subcontracting Goal

The value of the work actually performed by the DBE, including supplies purchased or equipment leased by the DBE, will be counted towards the DBE subcontracting goal established by the RTA, other than supplies purchased and equipment rented by the DBE directly from the Vendor.

If a DBE subconsultant, subcontractor, supplier or joint venture partner elects to subcontract part of the work to another firm (i.e., to a second tier subcontractor), the value of the second tier work may be counted toward the DBE subcontracting goal only if the second tier subcontractor is itself a DBE. Work that a DBE subcontracts to a second tier non-DBE will not count towards the subcontracting goal. Services or supplies incidental to the work of the subcontract or used in the general conduct of the DBE's business will not be excluded from the amount of the DBE's utilization counted towards the subcontracting goal.

After contract award, when evaluating compliance with DBE requirements, the RTA will not credit the participation of a DBE subconsultant, subcontractor or supplier towards the DBE subcontracting goal until that amount has been paid to the DBE.

The participation of a DBE subconsultant, subcontractor, supplier or joint venture partner that "graduates" from the Illinois Unified Certification Program, based upon exceeding the firm size or personal net worth limitations, after contract award will be counted towards achieving the subcontracting goal on that contract. The participation of a DBE subconsultant, subcontractor, supplier or joint venture partner that loses its certification eligibility as a result of fraud, collusion or any other misconduct after contract award shall not be counted towards the subcontracting goal.

A Vendor may count toward the DBE subcontracting goal 60% of its expenditures for materials and supplies required under the contract and obtained from a DBE manufacturer, regular dealer or supplier. "Regular dealer" means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the work for the project are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question.

The DBE must perform a "Commercially Useful Function" in on the contract in the "Area of Specialty" for which it is certified as a DBE to be counted towards the DBE subcontracting goal. Commercially Useful Function means responsibility for the execution of a distinct element of the work on the project and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a Commercially Useful Function, the RTA shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the

work, industry practices, and other relevant factors. Area of Specialty means the description of a DBE's activity most reflective of the firm's claimed specialty or expertise, as listed on its IL UCP letter of certification. The RTA does not make any representation concerning the ability of any DBE to perform work within its Area of Specialty. It is the responsibility of the Vendor to determine the capability and capacity of DBEs to perform the proposed work.

Demonstrating Good Faith Efforts to Achieve the DBE Subcontracting Goal

If the Vendor cannot achieve the DBE subcontracting goal on the contract (or, in the case of a task order contract, on the relevant task order), it must document its "Good Faith Efforts" to do so in Section III of this document, including providing any supporting documentation requested by the RTA.

A Vendor, using its good business judgment, will consider a number of factors when negotiating with subconsultants, subcontractors, suppliers or joint venture partners (including DBEs), and will take a firm's price and capabilities, as well as the DBE subcontracting goal, into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Vendor's failure to achieve the DBE subcontracting goal, as long as such costs are reasonable. Also, the ability or desire of a Vendor to perform the work on the project with its own forces or organization does not relieve the Vendor of the responsibility to achieve the DBE subcontracting goal or make Good Faith Efforts to do so. A Vendor is not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

The RTA, in its sole discretion, will determine whether the Vendor has made Good Faith Efforts to achieve the DBE subcontracting goal. In evaluating the Vendor's Good Faith Efforts, the DBE participation and/or Good Faith Efforts of other vendors on this project or projects of a similar nature may be considered for comparative purposes.

If the RTA determines that the Vendor has made Good Faith Efforts to achieve the DBE subcontracting goal, the Vendor will be eligible for contract award even if the DBE subcontracting goal has not been achieved (provided that it is otherwise eligible for award).

If the RTA determines that the Vendor has not made Good Faith Efforts, the RTA will notify the Vendor of that determination. **A determination by the RTA that the DBE subcontracting goal was not achieved and that Good Faith Efforts were not made to achieve the DBE subcontracting goal may render the Vendor's solicitation response non-responsive, and/or make the Vendor ineligible for contract award (or, in the case of a task order contract, make the Vendor ineligible to perform the services specified for such task).**

The Vendor may appeal an adverse determination within five business days of its receipt of the notice of such determination by submitting a written appeal describing the basis for such appeal to the RTA's Manager of Procurement.

The RTA may request written clarification of items on the DBE Compliance Plan; however, such clarification does not provide an opportunity to augment listed DBE participation commitments or Good Faith Efforts. Changes to the DBE Compliance Plan are permitted only pursuant to the procedures established in Section VI of this document.

Joint Ventures with DBEs

Joint venture(s) that the Vendor enters into with DBEs will be counted toward the DBE subcontracting goal. A joint venture is an association between two or more persons, or any combination of types of

business enterprises and persons numbering two or more, proposing to perform a for-profit business enterprise, in which each joint venture partner contributes property, capital, effort, skill and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work on the project and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest. The DBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture must be equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the parties and their relationship, risks and responsibility under the contract. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward the goals. A joint venture may also count the dollar value of work subcontracted to other DBEs. Work performed by the forces of a non-DBE joint venture partner shall not be counted toward the DBE subcontracting goal. Each joint venture partner must provide the attestation to the DBE Compliance Plan (section VII of this document).

Changes to the DBE Compliance Plan or Substitutions of Subconsultants, Subcontractors or Suppliers

The Vendor may not make changes to its DBE Compliance Plan or its contractual DBE commitments, or substitute a subconsultant, subcontractor or supplier, without the prior written approval of the RTA. Requests for changes or substitutions must be made on the form provided in Section VI of this document. **Unauthorized changes or substitutions, including the performance by the Vendor's own forces of the work designated for a subconsultant, subcontractor or supplier may render the Vendor ineligible for contract award or, if a contract has already been established, will be considered a material breach of the contract.** The facts supporting the request for changes or substitutions must not have been known, or could not reasonably have been known, by the Vendor prior to submitting the DBE Compliance Plan to the RTA.

Section VI, Request for Change of Compliance Plan, should be submitted only if and when the Vendor seeks to change its DBE Participation Commitments as contained in Section II of this document, or make any other changes to its previously submitted DBE Compliance Plan. Changes or substitutions requested by the Vendor shall not be considered approved until such approval is given to the Vendor by the RTA in writing.

In the event that a Vendor's request for change(s) to its Compliance Plan or substitution(s) will result in a change in the Vendor's DBE participation, and the revised participation does not achieve the DBE subcontracting commitment in the Compliance Plan, the Vendor will be required to submit an updated Section III of the DBE Compliance Plan to demonstrate that it made Good Faith Efforts to achieve the DBE subcontracting goal.

If the Vendor's request involves adding a new DBE subconsultant, subcontractor or supplier, the Vendor must submit with the Request for Change of Compliance Plan a signed and notarized Letter of Intent (Section V of this document), from the DBE identified in the revised Compliance Plan.

The RTA will evaluate the Vendor's request and, in its sole discretion, may approve or reject the request. The written request for a change or substitution must state specific reasons for the proposed change or substitution. Acceptable reasons for changes may include, but are not limited to, the following:

- Unavailability of the subconsultant, subcontractor or supplier after the initial submission of the DBE Compliance Plan;
- Failure of the subconsultant, subcontractor or supplier to perform the agreed scope(s) of work;

- Financial incapacity of the subconsultant, subcontractor or supplier;
- Failure of the subconsultant, subcontractor or supplier to honor the proposal price;
- Mistake of fact or law about the scope(s) of work where a reasonable price cannot be agreed upon;
- Failure of the subconsultant, subcontractor or supplier to meet bonding, insurance, or licensing requirements specified in the solicitation; or
- Withdrawal of the bid or proposal by the subconsultant, subcontractor or supplier.

A statement from the DBE to be substituted stating why it cannot perform on the project may be submitted to support the request. Where the reason for the requested change is a valid mistake or disagreement between the Vendor and the subconsultant, subcontractor or supplier on the scope of work, the request must document all efforts made by the parties to reach an agreement for a reasonable price for the corrected scope of work.

Records Retention

The Vendor must maintain a record of all relevant data with respect to the utilization of DBEs, including but without limitation, payroll records, invoices, canceled checks, sworn statements and books of account for a period of at least 5 years after the RTA's final acceptance of the work. Full access to these records shall be granted to the RTA, or to any municipal, state or federal authorities, by the Vendor upon 48 hours written demand by the RTA. The RTA shall have the right to obtain from the Vendor any additional data reasonably related or necessary to verify any representations by the Vendor in the DBE Compliance Plan or documents regarding the Vendor's Compliance with its Compliance Plan or the DBE Program Provisions.

Sanctions

The RTA reserves the right to withhold payment to the Vendor to enforce the provisions of the Vendor's DBE Compliance Plan and the RTA's DBE Program. Final payment shall not be made on the contract until the Vendor demonstrates, to the reasonable satisfaction of the RTA, achievement of the DBE subcontracting goal or its Good Faith Efforts to achieve the DBE subcontracting goal, pursuant to its DBE Compliance Plan.

The RTA will periodically review the Vendor's compliance with its DBE Compliance Plan and the terms of its contract. Without limitation, the Vendor's failure to comply with its DBE Compliance Plan, failure to cooperate in providing information regarding its compliance, or the provision of false or misleading information or statements concerning compliance, certification status of subconsultants, subcontractors, suppliers or joint venture partners, Good Faith Efforts or any other material fact or representation shall constitute a material breach of the contract and entitle the RTA to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

SECTION II
DBE Participation Commitment

This form must be submitted by the Vendor with the solicitation response (or at the time otherwise specified by RTA) even if no DBE subcontractors will be utilized. Failure to do so may render the Vendor's solicitation response non-responsive and cause it to be rejected, or render the Vendor ineligible for contract award, at the RTA's sole discretion.

Project Name: _____

Vendor Name: _____

RTA's DBE subcontracting goal for the project: _____%

The undersigned will enter into complete subcontracts, purchase orders or other appropriate agreements or joint venture agreements with all listed DBEs for work as described in this Section II, DBE Participation Commitment, and will enter into such agreements within 5 business days after the date of final execution of the contract with the RTA (or, in the case of a task order contract, 5 business days after final execution of the relevant task order to which the DBE participation commitments apply). Copies of each signed subcontract, purchase order, or other agreement with a DBE will be submitted to the RTA within 10 business days after execution.

The Vendor designates the following as its DBE contact person:

Name: _____

Please Print or Type

Address: _____

Telephone: _____ E mail: _____

All DBEs must be certified with the Illinois Unified Certification Program (IL UCP, www.dot.state.il.us/ucp/ucp.html). If the DBE subcontracting goal is achieved, in whole or in part, through a joint venture with a DBE, complete the Joint Venture Affidavit, Section III, and submit with the solicitation response (or as otherwise specified by the RTA). All subconsultants, subcontractors, suppliers or joint venture partners - including DBE and non-DBE firms - must be listed on the following form.

Subconsultant, Subcontractor, Supplier or Joint Venture Partner Participation Commitments:

Name of Subconsultant, Subcontractor, Supplier or Joint Venture Partner	Is firm certified as a DBE? (yes or no)	If DBE certified, list DBE Area of Specialty as shown in IL UCP	Description of Work to be Performed	\$ and % of total proposal/contract
				\$ _____ %
				\$ _____ %
				\$ _____ %
				\$ _____ %
Total DBE participation: \$ and % of total proposal/contract price (do not include non-DBEs in total)				\$ _____ %

Total proposal/contract price: \$ _____

Is Vendor DBE certified? ____ yes ____ no. If yes, DBE area of specialty as shown in IL UCP _____.

SECTION III
Demonstration of Good Faith Efforts to Achieve DBE Subcontracting Goal

If the DBE subcontracting goal was not achieved, the Good Faith Efforts checklist (Section III A) and contacts log (Section III B) must be submitted with the solicitation response (or as otherwise specified by the RTA). **Failure to do so may render the Vendor's solicitation response non-responsive and cause it to be rejected, or render the Vendor ineligible for contract award, at the RTA's sole discretion.** The Vendor will provide evidence in support of its Good Faith Efforts to the RTA upon request. The RTA also reserves the right to independently verify that these efforts have been made.

Section III A
Good Faith Efforts Checklist

Insert on each line below the initials of the authorized Vendor representative who is certifying on behalf of the Vendor that the Vendor has completed the activities described below. **If any of the items below were not completed, attach a detailed written explanation why each such item was not completed.** If any other efforts were made to obtain DBE participation in addition to the items listed below, attach a detailed written explanation.

- _____ Identified portions of the project work capable of performance by available DBEs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation even when the Vendor could perform those scopes with its own forces.
- _____ Solicited through reasonable and available means (e.g., written notices, advertisements) DBEs to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond. (The DBE Directory is available at www.dot.state.il.us/ucp/ucp.html.)
- _____ Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage DBEs to submit proposals or bids.
- _____ Negotiated in good faith with interested DBEs that submitted proposals or bids and thoroughly investigated their capabilities.
- _____ Made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).
- _____ Utilized resources available to identify available DBEs, including but not limited to DBE assistance groups; local, state and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

Section III B

Good Faith Efforts Contacts Log For Soliciting DBE Subconsultant, Subcontractor or Supplier Participation

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of DBE subconsultants, subcontractors and suppliers. Duplicate as needed. (It is not necessary to show contacts with DBEs with which the Vendor reached an agreement to participate on this project, as shown on Section II of this document.)

Name of DBE firm	Date and method of contact	Scope of work solicited	Reason agreement was not reached

SECTION IV
DBE Joint Venture Agreement

If the Vendor proposes to utilize a joint venture arrangement for this project to meet the DBE subcontracting goal, this form must be submitted with the solicitation response (or as otherwise specified by the RTA). Failure to do so may render the Vendor's solicitation response non-responsive and cause it to be rejected, or render the Vendor ineligible for contract award, at the RTA's sole discretion. (Attach additional sheets as necessary for additional joint venture partners.)

Attach a copy of the joint venture agreement(s). The agreement(s) must describe each partner's roles and responsibilities and demonstrate that the DBE partner's share in the capital contribution, control, management, risks, costs and profits of the joint venture is equal to its ownership interest.

If there is any change in the information submitted below or to the joint venture agreement after this form is submitted to the RTA, the joint venture must immediately inform the RTA.

Name of joint venture: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

Contact person: _____

Name of non-DBE partner: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

Contact person: _____

Name of DBE partner: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

Contact person: _____

SECTION V
Letter(s) of Intent between Vendor and
DBE Subconsultant, Subcontractor or Supplier

A separate Letter of Intent must be provided for each DBE subconsultant, subcontractor or supplier along with the solicitation response (or as otherwise specified by the RTA). Failure to provide a Letter of Intent will result in that DBE's participation not being counted for purposes of achieving the DBE subcontracting goal. The Letter of Intent must match the description of services or products and the amount stated in Section II, DBE Participation Commitment. (Duplicate this form as needed.)

Project name: _____

Name of Vendor: _____

Address: _____

Street

City

State

Zip Code

Telephone: (____) _____ Fax: (____) _____ Email: _____

Name of DBE subconsultant, subcontractor or supplier: _____

Address: _____

Street

City

State

Zip Code

Telephone: (____) _____ Fax: (____) _____ Email: _____

Proposed subcontract amount: \$: _____

Specific description of work to be performed by DBE:

The Vendor and the DBE listed above hereby agree that upon the execution of a contract for the above-named project between the Vendor and the RTA, the DBE will perform the scope of work described above for the price indicated above.

Vendor: _____
Name of Firm

DBE: _____
Name of Firm

By: _____
Signature

Print Name

Title

Date

By: _____
Signature

Print Name

Title

Date

SECTION VI
Request for Change of Compliance Plan or Substitution of
Subconsultants, Subcontractors, Suppliers or Joint Venture Partners

This form should be submitted only if and when the Vendor seeks to change its previously submitted and approved DBE Compliance Plan or substitute a previously approved subconsultant, subcontractor, supplier or joint venture partner. **Failure to obtain prior written approval before making the change may render the Vendor ineligible for contract award, at the RTA's sole discretion, or, if a contract has already been established, will be a material breach of the contract.**

Vendor name: _____

Project Name: _____

Current total contract price: \$ _____

DBE goal established by RTA for the project: _____%

DBE participation prior to proposed change: _____% \$ _____

DBE participation after proposed change: _____% \$ _____

Complete the following with this request for change:

- Revised Section II, DBE Participation Commitment form.
- Updated Section III, Good Faith Efforts form (if applicable).
- Section V, Letter(s) of Intent between Vendor and DBE (if applicable).
- Section VII, Attestation and Affidavit

Detailed explanation of reasons for requesting change (attach additional pages and supporting documentation as necessary):

PROPOSED DELETION:

Name of subconsultant, subcontractor or supplier:

Contact Person: _____

Telephone No.: _____

E mail: _____

Amount of subcontract/joint venture: \$ _____ (_____ % of Vendor's contract)

Description of work: _____

PROPOSED ADDITION:

Name of subconsultant, subcontractor or supplier:

Contact Person: _____

Telephone No.: _____

E mail: _____

Amount of subcontract/joint venture: \$ _____ (_____ % of Vendor's contract)

Description of work: _____

Is the firm DBE certified in IL UCP?: _____ yes _____ no

If yes, area of specialty in IL UCP: _____

SECTION VII

Attestation and Affidavit

This form must be submitted with the solicitation response (or as otherwise specified by the RTA). Failure to do so may render the Vendor's solicitation response non-responsive and cause it to be rejected, or render the Vendor ineligible for contract award, at the RTA's sole discretion.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT I HAVE READ THE DBE COMPLIANCE PLAN INSTRUCTIONS AND THAT I AM AUTHORIZED ON BEHALF OF VENDOR TO MAKE THIS ATTESTATION.

Name of Vendor

Name

Title

Signature

Date

On this _____ day of _____, 20____,

the above signed officer, _____,
Name of Affiant

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

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

Notary Public Signature

Seal

Commission Expires: _____

EXHIBIT F**CONTRACTOR INSURANCE REQUIREMENTS**REQUISITION NUMBER: **0077**

CONTRACTOR: _____

The Contractor shall take out and maintain during the life of this Agreement, the following insurance as specified by the insertion of policy limits and such other insurance as the Northeastern Illinois Regional Transportation Authority (RTA) may from time to time require.

TYPE OF COVERAGE	GENERAL POLICY HOLDING RATING OF <u> A </u> OR BETTER	FINANCIAL RATING OF <u> X </u> OR BETTER As Published By Best's Key Ranking Guide	AMOUNT REQUIRED
1. WORKER'S COMPENSATION: Coverage A – Statutory Coverage B - \$ _____	Same	Same	<u>\$500,000</u> Limits of Liability
2. COMPREHENSIVE GENERAL LIABILITY (BROAD FORM): Bodily Injury Liability & Property Damage Liability (combined). To also include the following coverages: _____	Same	Same	<u>\$2,000,000</u> Each Occurrence <u>\$ 2,000,000</u> Aggregate
3. AUTOMOBILE LIABILITY: Bodily Injury Liability & Property Damage Liability combined) Property Damage (Leases, etc.)	Same	Same	<u>\$1,000,000</u> Combined Single Limit
4. PROFESSIONAL LIABILITY: Errors and Omissions	Same	Same	<u>\$2,000,000</u> Each Occurrence <u>\$2,000,000</u> Aggregate
5. PERFORMANCE/PAYMENT BOND:			N/A
6. OTHER INSURANCE:			<u>N/A</u> Each Occurrence <u>N/A</u> Aggregate

Northeastern Illinois Regional Transportation Authority (RTA) shall be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

The Contractor shall not commence work herein until it has obtained the required insurance and has received approval of such insurance by the RTA. Certificates of insurance indicating amounts and coverages in force shall be furnished to insureds, within ten (10) calendar days after award of contract.

All policies are in effect at this time and will not be canceled, modified, limited or allowed to expire without renewal until 30 days written notice has been given to the RTA. Such notice shall be sent by certified mail to the RTA, care of the Manager of Procurement, 15th Floor, 175 W. Jackson, Chicago, Illinois 60604.

The Contractor's policies will insure all liabilities assumed by the Contractor under the provisions of the hold harmless and indemnity clauses contained in the Agreement.

The insurance coverage afforded under the policies described herein must be primary and non-contributing with respect to any insurance carried independently by the additional named insureds. All such insurance policies must indicate that as respects the insureds (whether named or otherwise), cross liability and severability of interests must exist for all coverages provided thereunder. Such policies must include, without limitation, a waiver of subrogation endorsement in favor of the additional named insureds. The insurance must be written on an occurrence basis (except for Professional Liability Insurance, which must be written on a claims made basis).

EXHIBIT G

REGIONAL TRANSPORTATION AUTHORITY

REQUEST FOR PROPOSAL

#0077

TRANSIT BENEFIT FARE PROGRAM

The Regional Transportation Authority (the "RTA") invites you to submit a proposal to manage and administer the Transit Benefit Fare Program. The contract to perform this service will be awarded on the basis of competitive proposals.

The RTA has established that, where subcontracting possibilities exist, the DBE subcontracting participation goal for this contract shall be at least 19% of the total contract amount. Proposers are to review and fulfill all requirements set forth in the RFP, including the Affirmative Action requirements. Failure to follow instructions set forth in the RFP will render proposals non-responsive.

Your proposal can be submitted as one original and six copies or one original and one electronic copy provided on CD or DVD to the RTA no later than 4:00 p.m. on **May 7, 2010**. Proposals submitted after the designated time and date will be rejected.

A pre-proposal conference is scheduled for **April 23, 2010** at 10:00 a.m. in RTA Board Room, 175 W. Jackson Blvd., Suite 1550, Chicago, Illinois.

The RTA reserves the right to negotiate the terms of an agreement for the work to be undertaken.

Procedural questions regarding DBE participation and Affirmative Action requirements should be directed to Ms. Lillian Wallace, Paralegal at (312) 913-3213.

The Request for Proposal is available at the offices of RTA, located at 175 W. Jackson Blvd., Suite 1550, Chicago, Illinois 60604-2705, or you may register your firm on the RTA website at www.rtachicago.com/vendorprofile and download a copy.

REGIONAL TRANSPORTATION AUTHORITY

Edward L. Gronkowski
Manager of Procurement and Contracting

Exhibit H

Cost and Price Analysis - Professional Services Contracts / 4400 FORM

Name and Address of Offeror (Offeror)		Title of Project Transit Benefit Fare Program - RFP#0077	
Detail Description		Estimated Hours	Rate/Hour
1. Direct Labor (specify)			Total Estimate Cost (dollars)
Category 1		0	\$ - \$ -
Category 2		0	\$ - \$ -
Category 3		0	\$ - \$ -
Category 4		0	\$ - \$ -
etc.			
Total Direct Labor			\$ -
2. Burden	Burden Rate X Base =	Burden (\$)	
	0.00% \$ -	\$ -	
Total Burden			\$ -
3. Direct Material			
Category 1			\$ -
Category 2			\$ -
Category 3			\$ -
etc.			
Total Material			\$ -
4. Special Testing			
Total Special Testing			\$ -
5. Special Equipment (Exhibit B)			\$ -
6. Travel (direct charge)			
a. Transportation		\$ -	
b. Per Diem or Subsistence		\$ -	
Total Travel			\$ -
7. Consultants (identify-purpose-rate)			
Total Consultants			\$ -
8. Subcontracts (Exhibit A)			\$ -
9. Other Direct Costs (Exhibit B)			\$ -
10. Total Direct Cost and Burden			\$ -
11. General and Administrative Expense		0.00%	\$ -
12. Total Estimated Cost			\$ -
13. Fixed Fee or Profit		0%	\$ -
14. Total Estimated Cost and Fixed Fee			\$ -

A. Government Audit Performed (Audit)	Date of Audit (Date)	Accounting Period Covered (Year)
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B. Name and Address of Government Agency making Audit (Company) for (Agency) (Location)	C. Do your Contracts Provide Negotiated Overhead Rates? ☐ No ☐ Yes Both negotiated and actual are based on previous audit.
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[illegible]

Name and Address of Subcontractor (s)	Subcontracted Work	Subcontract	
		Type	Amount
(Subcontractor)		LS	\$ -

[illegible]

The labor rates and overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Bidder represents (a) that he ☐ has ☐ has not employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure his contract, and (b) that he ☐ has ☐ has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage, or brokerage fee, contingent upon resulting from the award of this contract, and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer.

Number of Contractor Employees		State Incorporated In
☐ 500 and under	☐ Over 500	Illinois
☐ Over 750	☐ Over 1,000	

Date	Signature and Title of Authorized Representative of Contractor
	President

SALES SUMMARY

Date : 2/5/2009

Period : 01/01/2009 To 01/31/2009

Region : RTA

Product : Chicago Card

Month	Quantity Sold	Total Face Value	Average Face Value	Total Admin Fees	Average Admin Fees	CN Total Qty	CN Total Amount
January 2009	1893	\$162666.00	\$85.93	\$4.50	\$0.00	0	\$0.00

Total Product : Chicago Card

1893		\$162666.00	\$85.93	\$4.50	\$0.00	0	\$0.00
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Product : FareCards

Month	Quantity Sold	Total Face Value	Average Face Value	Total Admin Fees	Average Admin Fees	CN Total Qty	CN Total Amount
January 2009	4603	\$319954.00	\$69.51	\$1378.00	\$0.30	0	\$0.00

Total Product : FareCards

4603		\$319954.00	\$69.51	\$1378.00	\$0.30	0	\$0.00
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Product : FareCheck - RTA

Month	Quantity Sold	Total Face Value	Average Face Value	Total Admin Fees	Average Admin Fees	CN Total Qty	CN Total Amount
January 2009	32915	\$2966495.61	\$90.13	\$12367.50	\$0.38	0	\$0.00

Total Product : FareCheck - RTA

32915		\$2966495.61	\$90.13	\$12367.50	\$0.38	0	\$0.00
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Total Region : RTA

39411		\$3449115.61	\$87.52	\$13750.00	\$0.35	0	\$0.00
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General Total :

39411		\$3449115.61	\$87.52	\$13750.00	\$0.35	0	\$0.00
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EXHIBIT J

ORDER DETAIL

Date : 1/30/2009

From : 01/01/2009 To : 01/30/2009

Region : RTA						
Order #	Client #	Client Name	Product	Company Name	Order In	Order Out
				Name / Notes	Paid Value	Face Value
					Quantity	Total Paid Value
99353	71896	Am. Board of		01/02/2009		
		FareCheck - RTA			36	\$2160.00
					<u>36</u>	<u>\$2160.00</u>
				Total :		
						\$60.00
99354	73018	Trexler, Bushnell, et al		01/02/2009		
		FareCheck - RTA			1	\$90.00
		FareCheck - RTA			4	\$460.00
					<u>5</u>	<u>\$550.00</u>
				Total :		
						\$90.00
						\$115.00
99355	72766	Bernardi Securities, Inc.		01/02/2009		
		FareCheck - RTA			3	\$271.35
		FareCheck - RTA			6	\$615.60
		FareCheck - RTA			9	\$1044.90
		FareCheck - RTA			15	\$1800.00
					<u>33</u>	<u>\$3731.85</u>
				Total :		
						\$90.45
						\$102.60
						\$116.10
						\$120.00
99356	72361	DS3 Computing Solutions,		01/02/2009		
		FareCheck - RTA			1	\$102.60
		FareCheck - RTA			7	\$770.00
					<u>8</u>	<u>\$872.60</u>
				Total :		
						\$75.00
		FareCards			1	\$75.00
					<u>1</u>	<u>\$75.00</u>
				Total :		
						\$75.00
		Chicago Card		DRE #1	1	\$75.00
				Kandi Wingate		

From: 01/01/2009 **To:** 01/30/2009

J-2

K-1

INVENTORY ORDER

Date : 1/30/2009

Period : 01/01/2009 To 01/30/2009

Product : Chicago Card

Denomination : \$86						
Paid Value	Face Value	Order	Customer	Input Date	Del. Date	Quantity
\$86.00	\$86.00	99437	75388 Esperanza Community Services	01/05/2009	01/05/2009	1
\$86.00	\$86.00	99438	73401 Concierge Unlimited Intl, Inc.	01/05/2009	01/05/2009	1
\$86.00	\$86.00	99439	73485 H.R. Solutions, Inc.	01/05/2009	01/05/2009	1
\$86.00	\$86.00	99440	73186 Institutional Derivatives Consultants	01/05/2009	01/05/2009	1
\$86.00	\$86.00	99441	75011 CDW Computer Centers - Direct	01/05/2009	01/05/2009	2
\$86.00	\$86.00	99522	71979 Pretzel & Stouffer, Chartered	01/06/2009	01/06/2009	1
\$86.00	\$86.00	99523	72923 American Girl Place	01/06/2009	01/06/2009	3
\$86.00	\$86.00	99527	71561 T.Y. Lin International	01/06/2009	01/06/2009	1
\$86.00	\$86.00	99547	75216 Wright Heerema Architects	01/06/2009	01/06/2009	1
\$86.00	\$86.00	99561	75266 The Concord Group	01/06/2009	01/06/2009	1
\$86.00	\$86.00	99578	73223 Infor Global Solutions	01/06/2009	01/06/2009	1
\$86.00	\$86.00	99579	73226 Old Republic	01/06/2009	01/06/2009	1
\$86.00	\$86.00	99591	75813 Maria Baldini-Potermin & Associates, PC	01/06/2009	01/13/2009	1
\$86.00	\$86.00	99619	75815 American Red Cross- Chicago	01/06/2009	01/13/2009	3
\$86.00	\$86.00	99625	73718 Apex Venture Partners	01/06/2009	01/13/2009	1
\$86.00	\$86.00	99629	70403 Werner Printing Co.	01/06/2009	01/13/2009	3
\$86.00	\$86.00	99634	72692 Stone Real Estate	01/06/2009	01/06/2009	3
\$86.00	\$86.00	99693	75573 Mishkin, Anderson & Gray Securities	01/07/2009	01/14/2009	1
\$86.00	\$86.00	99701	72778 Fieldglass, Inc.	01/07/2009	01/14/2009	1
\$86.00	\$86.00	99708	75011 CDW Computer Centers - Direct	01/07/2009	01/07/2009	1

INVENTORY ORDER

Date : 1/30/2009

Period : 01/01/2009 To 01/30/2009

Product : Chicago Card

\$86.00	\$86.00	101709	73226 Old Republic	01/23/2009	01/23/2009	1	\$86	Tr12
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144 \$12384

Total Denomination : \$86

General Total :

\$12384

Qty Total :

144

INVENTORY ORDER

Date : 1/30/2009

Period : 01/01/2009 To 01/30/2009

Product : FareCards

Denomination : \$30											
Paid Value	Face Value	Order	Customer	Input Date	Del. Date	Quantity	Amount	UserName			
\$30.00	\$30.00	99371	72204 Tempel Steel Company	01/05/2009	01/12/2009	10	\$300	Tri2			
\$30.00	\$30.00	99429	72092 Polk Bros. Foundation	01/05/2009	01/05/2009	4	\$120	Tri2			
\$30.00	\$30.00	99517	75778 Dr. Graphx	01/06/2009	01/06/2009	1	\$30	Tri2			
\$30.00	\$30.00	99520	72726 Glenview State Bank	01/06/2009	01/06/2009	2	\$60	Tri2			
\$30.00	\$30.00	99522	71979 Pretzel & Stouffer, Chartered	01/06/2009	01/06/2009	1	\$30	Tri2			
\$30.00	\$30.00	99523	72923 American Girl Place	01/06/2009	01/06/2009	1	\$30	Tri2			
\$30.00	\$30.00	99529	71660 Nat'l Automatic Merch. Assoc.	01/06/2009	01/06/2009	1	\$30	Tri2			
\$30.00	\$30.00	99530	75365 Ghafari Associates L.L.C.	01/06/2009	01/06/2009	2	\$60	Tri2			
\$30.00	\$30.00	99539	72574 Oak Park Hospital	01/06/2009	01/06/2009	1	\$30	Tri2			
\$30.00	\$30.00	99540	71830 Action for Children	01/06/2009	01/06/2009	3	\$90	Tri2			
\$30.00	\$30.00	99596	75587 Scariano, Himes and Petrarca	01/06/2009	01/13/2009	1	\$30	Tri2			
\$30.00	\$30.00	99604	73318 Whiting Law Group	01/06/2009	01/13/2009	1	\$30	Tri2			
\$30.00	\$30.00	99615	73588 Optimus	01/06/2009	01/13/2009	30	\$900	Tri2			
\$30.00	\$30.00	99631	72405 Market Staff, Inc.	01/06/2009	01/13/2009	3	\$90	Tri2			
\$30.00	\$30.00	99697	72862 TranSystems Corporation	01/07/2009	01/14/2009	1	\$30	Tri2			
\$30.00	\$30.00	99727	71735 Schwartz Benefits Serv., Inc.	01/07/2009	01/07/2009	2	\$60	Tri2			
\$30.00	\$30.00	99784	71677 Lloyd A. Fry Foundation	01/08/2009	01/15/2009	10	\$300	Tri2			
\$30.00	\$30.00	99811	71897 Equity Group Investments	01/08/2009	01/08/2009	1	\$30	Tri2			
\$30.00	\$30.00	99815	72968 Marcus Evans	01/08/2009	01/08/2009	3	\$90	Tri2			
\$30.00	\$30.00	99818	71970 Lyric Opera of Chicago	01/08/2009	01/08/2009	2	\$60	Tri2			

INVENTORY ORDER

Date : 1/30/2009

Period : 01/01/2009 To 01/30/2009

Product : FareCards

\$86.00	\$86.00	102102	71677 Lloyd A. Fry Foundation	01/29/2009	02/05/2009	1	\$86	Tri2
\$86.00	\$86.00	102103	73516 Holland Trading House - IMC Chicago	01/29/2009	02/05/2009	20	\$1720	Tri2
\$86.00	\$86.00	102110	71963 Cheiron	01/29/2009	01/29/2009	1	\$86	Tri2
\$86.00	\$86.00	102111	75434 GH Traders, LLC	01/29/2009	01/29/2009	2	\$172	Tri2
\$86.00	\$86.00	102112	75265 BMC Group	01/29/2009	01/29/2009	9	\$774	Tri2
\$86.00	\$86.00	102114	75780 Senak Smith & Michaud	01/29/2009	01/29/2009	2	\$172	Tri2
\$86.00	\$86.00	102134	73593 R&P Capital, LLC	01/30/2009	02/06/2009	6	\$516	Tri2
\$86.00	\$86.00	102171	72898 Hay Group	01/30/2009	01/30/2009	1	\$86	Tri2
\$86.00	\$86.00	102172	72415 Field Foundation of Illinois	01/30/2009	01/30/2009	6	\$516	Tri2

Total Denomination : \$86

2808 \$241488

General Total :

\$319673

Qty Total :

4603

EXHIBIT N

N-1

EXHIBIT 0

SALES JOURNAL

Date : 2/5/2009

Period : 01/01/2009 To 01/31/2009

Region : RTA

Client#	Client Name	Product Name	Beg.Bal.	Qty	Total Face	Adm Fees	Ship Fees	Proc Fees	Act Fees	Total	Payments	A/R Adj.	Reimb.	New Bal.
60274	Shields Mendley Partners	FareCheck - RTA	\$0.00	6	\$543.70	\$0.00	\$0.00	\$0.00	\$0.00	\$543.70	\$0.00	\$0.00	\$0.00	\$543.70
				6	\$543.70	\$0.00	\$0.00	\$0.00	\$0.00	\$543.70	\$0.00	\$0.00	\$0.00	
60518	Atlantic Trust	FareCheck - RTA	\$0.00	19	\$1760.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1760.00	\$0.00	\$0.00	\$0.00	\$1760.00
				19	\$1760.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1760.00	\$0.00	\$0.00	\$0.00	
60524	Savvian LLC	FareCheck - RTA	\$0.00	3	\$75.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75.00	\$0.00	\$0.00	\$0.00	\$75.00
				3	\$75.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75.00	\$0.00	\$0.00	\$0.00	
60550	Fox Chicago 32	FareCheck - RTA	\$0.00	46	\$4055.50	\$0.00	\$0.00	\$0.00	\$0.00	\$4055.50	\$0.00	\$0.00	\$0.00	\$4055.50
				46	\$4055.50	\$0.00	\$0.00	\$0.00	\$0.00	\$4055.50	\$0.00	\$0.00	\$0.00	
70003	Am. Health Info Mgmt.(Ahima)	FareCheck - RTA	(\$51.25)	250	\$12500.00	\$125.00	\$11.00	\$0.00	\$0.00	\$12636.00	\$12623.70	\$0.00	\$0.00	(\$38.95)
				250	\$12500.00	\$125.00	\$11.00	\$0.00	\$0.00	\$12636.00	\$12623.70	\$0.00	\$0.00	
70005	The Appraisal Institute	FareCheck - RTA	\$24.00	59	\$4387.65	\$0.00	\$0.00	\$0.00	\$0.00	\$4387.65	\$0.00	\$0.00	\$0.00	\$4411.65
				59	\$4387.65	\$0.00	\$0.00	\$0.00	\$0.00	\$4387.65	\$0.00	\$0.00	\$0.00	
70008	Attorney's Title Guaranty Fund	FareCheck - RTA	(\$349.00)	76	\$2280.00	\$38.00	\$11.00	\$0.00	\$0.00	\$2329.00	\$2329.00	\$0.00	\$0.00	(\$349.00)
70008	Attorney's Title Guaranty Fund	FareCards	\$349.00	11	\$330.00	\$5.50	\$0.00	\$0.00	\$0.00	\$335.50	\$335.50	\$0.00	\$0.00	\$349.00
				87	\$2610.00	\$43.50	\$11.00	\$0.00	\$0.00	\$2664.50	\$2664.50	\$0.00	\$0.00	
70013	The Cleaning Corporation	FareCheck - RTA	\$0.00	233	\$24189.50	\$0.00	\$0.00	\$0.00	\$0.00	\$24189.50	\$0.00	\$0.00	\$0.00	\$24189.50
				233	\$24189.50	\$0.00	\$0.00	\$0.00	\$0.00	\$24189.50	\$0.00	\$0.00	\$0.00	
70030	Crowley Barrett & Karaba Ltd	FareCheck - RTA	\$1195.45	12	\$1322.25	\$0.00	\$0.00	\$0.00	\$0.00	\$1322.25	\$0.00	\$0.00	\$0.00	\$2517.70
70030	Crowley Barrett & Karaba Ltd	FareCards	\$302.00	3	\$258.00	\$0.00	\$0.00	\$0.00	\$0.00	\$258.00	\$0.00	\$0.00	\$0.00	\$560.00
				15	\$1580.25	\$0.00	\$0.00	\$0.00	\$0.00	\$1580.25	\$0.00	\$0.00	\$0.00	
70040	Energy Absorption Systems Inc.	FareCheck - RTA	\$4730.45	26	\$2210.00	\$13.00	\$11.00	\$0.00	\$0.00	\$2234.00	\$2234.00	\$0.00	\$0.00	\$4730.45
70040	Energy Absorption Systems Inc	Chicago Card	\$60.45	13	\$1118.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1118.00	\$1118.00	\$0.00	\$0.00	\$665.45
				39	\$3328.00	\$13.00	\$11.00	\$0.00	\$0.00	\$3357.00	\$3352.00	\$0.00	\$0.00	
70050	GE Capital - C F	FareCheck - RTA	(\$393.20)	29	\$1606.11	\$14.50	\$11.00	\$0.00	\$0.00	\$1631.61	\$1631.61	\$0.00	\$0.00	(\$393.20)
70050	GE Capital - C F	FareCards	\$427.20	25	\$1100.00	\$12.50	\$0.00	\$0.00	\$0.00	\$1112.50	\$1112.50	\$0.00	\$0.00	\$427.20

Period: 01/01/2009 To 01/31/2009

Total Region : RTA

\$370.00	\$3474661.61	\$2533460.6	\$0.00	\$1204.00
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FARECHECK SAMPLES

DO NOT CASH IF THE PAPER'S TRUE CHAIN LINK FENCE WATERMARK IS NOT VISIBLE WHEN HELD UP TO A LIGHT. THIS DOCUMENT CONTAINS A SECURITY BACKGROUND. IF THE WORDS "VOID" APPEAR, DO NOT CASH



This Program Administered By Accor Services

8691782

02/26/10

PAY TO

THE ORDER OF SELLERS OF CTA, METRA, PACE AND AMTRAK FARE MEDIUMS

PURCHASER

FOR REDEMPTION
CENTERS & TRAVEL
INFORMATION
CALL 836-7000

VOID OVER \$0.00

VOID AFTER 03/26/11

GOOD FOR PAYMENT OF MASS TRANSIT FARES ON CTA, METRA, PACE AND AMTRAK ONLY
NO CHANGE GIVEN, NO CASH REFUND, EXCHANGE OR REPLACEMENT

⑈8691782⑈ ⑆071923828⑆000052329⑈

DO NOT CASH IF THE PAPER'S TRUE CHAIN LINK FENCE WATERMARK IS NOT VISIBLE WHEN HELD UP TO A LIGHT. THIS DOCUMENT CONTAINS A SECURITY BACKGROUND. IF THE WORDS "VOID" APPEAR, DO NOT CASH



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8691783

02/26/10

PAY TO

THE ORDER OF SELLERS OF CTA, METRA, PACE AND AMTRAK FARE MEDIUMS

PURCHASER

FOR REDEMPTION
CENTERS & TRAVEL
INFORMATION
CALL 836-7000

VOID OVER \$0.00

VOID AFTER 03/26/11

GOOD FOR PAYMENT OF MASS TRANSIT FARES ON CTA, METRA, PACE AND AMTRAK ONLY
NO CHANGE GIVEN, NO CASH REFUND, EXCHANGE OR REPLACEMENT

⑈8691783⑈ ⑆071923828⑆000052329⑈

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8691784

02/26/10

PAY TO

THE ORDER OF SELLERS OF CTA, METRA, PACE AND AMTRAK FARE MEDIUMS

PURCHASER

FOR REDEMPTION
CENTERS & TRAVEL
INFORMATION
CALL 836-7000

VOID OVER \$0.00

VOID AFTER 03/26/11

GOOD FOR PAYMENT OF MASS TRANSIT FARES ON CTA, METRA, PACE AND AMTRAK ONLY
NO CHANGE GIVEN, NO CASH REFUND, EXCHANGE OR REPLACEMENT

⑈8691784⑈ ⑆071923828⑆000052329⑈