



March 27, 2009

**RE: Operator for Interview and Assessment Sites for the RTA's
ADA Paratransit Certification Program
Request for Proposals No. 71640**

The Regional Transportation Authority ("RTA") invites you to submit a proposal to operate the Interview and Assessment Sites for the RTA's ADA Paratransit Certification Program. The contract for this project will be awarded on the basis of competitive proposals. Proposers are required to carefully review and fulfill all requirements set forth in this Request for Proposals (RFP).

The RTA has established that where subcontracting opportunities exist, the Disadvantaged Business Enterprise (DBE) subcontracting goal for this contract shall be at least 10% of the total contract amount. Proposers are to review and fulfill all requirements set forth in this RFP, including the Affirmative Action requests contained in Exhibit B. Failure to follow instructions set forth in the RFP will render proposals non-responsive.

Six (6) copies of your proposal must be submitted to the RTA no later than 4:00 p.m., local time, on **April 20, 2009**. Proposals submitted after the designated time and date will be rejected.

A pre-proposal conference is scheduled for **April 8, 2009** at 10:00 a.m. in the RTA Board Room, Suite 1550, 175 West Jackson Blvd., Chicago, Illinois.

A standard RTA Agreement for Professional and Consulting Services, Exhibit A, is enclosed for your review. 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 request 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 'Edward Gronkowski', is positioned above the printed name.

Edward Gronkowski
Manager, Procurement & Contracting



**REGIONAL TRANSPORTATION AUTHORITY
OF
NORTHEASTERN ILLINOIS**

REQUEST FOR PROPOSALS:

**OPERATOR FOR INTERVIEW AND
ASSESSMENT SITES FOR THE RTA's
ADA PARATRANSIT CERTIFICATION PROGRAM**

RFP NUMBER 71640

DISCLAIMER

This Request for Proposal (this “RFP”) is for information 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 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.

TABLE OF CONTENTS

i.	OVERVIEW OF THE RTA.	1
II.	OVERVIEW OF THE ADA PARATRANSIT CERTIFICATION PROGRAM.....	2
III.	BACKGROUND OF THE ADA PARATRANSIT CERTIFICATION PROGRAM....	2
IV.	DEFINITIONS	3
V.	SCOPE OF SERVICES	4
VI.	ADA REQUIREMENTS	4
VII.	SITE REQUIREMENTS	10
VIII.	STAFFING NEEDS	11
IX.	PROPOSAL FORMAT.....	14
	9.1 Cover Letter	14
	9.2 Experience and Qualifications	14
	9.3 Compensation	15
	9.4 Management/Operating Plan.....	15
	9.5 Approach	16
	9.6 Affirmative Action Requirements	16
	9.7 Disadvantages Business Enterprise (DBE) Requirement	16
	9.8 Pre-Proposal Conference	16
X.	EVALUATION CRITERIA	17
XI.	RFP SCHEDULE	18
XII.	PROPOSAL SUBMISSION	18
XIII.	GENERAL INFORMATION FOR PROPOSERS	18
XIV.	PROJECT REPORTING REQUIREMENTS	20
XV.	BASIS FOR PAYMENT	20
XVI.	LIST OF EXHIBITS	20

REGIONAL TRANSPORTATION AUTHORITY OF NORTHEASTERN ILLINOIS

REQUEST FOR PROPOSALS

Operator for Interview and Assessment Sites for the ADA Paratransit Certification Program

RFP Number 71640

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 2009 operating budget for the RTA and its Service Boards is \$2.0 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 five departments report to the Executive Director:

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

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

II. OVERVIEW OF THE ADA PARATRANSIT CERTIFICATION PROGRAM

The RTA ADA Paratransit Certification Program (the “Program”) is located at 175 W. Jackson Blvd., Suite 1550, Chicago, Illinois 60604.

The Program has 16 full-time RTA employees, divided between managerial, supervisory, professional, customer service and clerical positions.

In 1999, a process for certifying applicants for ADA Paratransit service was established that requires all applicants to have an in-person interview at one of five sites established by the RTA. The sites are all located within the RTA region and are operated by the RTA’s current contractor. In addition, applicants may be required to participate in a physical functional assessment to evaluate if they are physically capable of doing the basic tasks necessary to travel to and use a fixed route bus and rail system. Applicants may also be required to participate in a cognitive functional assessment and/or a mini-mental status assessment to determine if they have the necessary cognitive skills to use the fixed route bus and rail system. Interviews and all functional assessments are completed during a single applicant visit to a site. The contractor forwards the results of the interview and assessment process to the RTA. RTA certification staff does any necessary follow-up, then makes and communicates eligibility decisions to applicants.

Federal regulations have established time frames for the certification process and, therefore, a rapid response is required with respect to eligibility decisions.

III. BACKGROUND OF THE ADA PARATRANSIT CERTIFICATION PROGRAM

Prior to 1993, the Chicago Transit Authority (CTA) and Pace, the Suburban Bus Division, certified customers for Paratransit services. The RTA assumed responsibility for the certification of individuals to use ADA Paratransit services in late 1993. The responsibility shifted to the RTA, the regional oversight agency, due to passage of the American with Disabilities Act of 1990. The implementation of the ADA regulations required a regional approach to ensure consistency in the implementation of the ADA requirements.

IV. DEFINITIONS

Accessible – A general terms that has come to mean “usable by a person with a disability”. Can refer to equipment (a wheelchair lift), a service (calling out bus stops), or communication formats (TTY phones).

ADA – Americans with Disabilities Act.

ADA Database – Computerized record keeping which supports the ADA Paratransit Certification Program.

ADA Paratransit – Curb-to-curb public transportation service available to individuals whose disabilities prevent the use of fixed route services on a regular basis. Operates as a complement to fixed route service in the same area and on the same days and hours of service as the fixed route buses and trains.

Applicants – Persons applying for certification to use ADA Paratransit service.

Carriers – Companies with whom Pace has contracts to provide ADA Paratransit services.

Certification – Term that generally refers to the award of eligibility status to an applicant who has applied to use ADA Paratransit service.

CTA – Chicago Transit Authority. Operates fixed route bus and train service primarily within the city limits of Chicago. ADA mandated Paratransit service is provided in the CTA service area by Pace.

Determination – Evaluation of how an applicant’s disability affects his/her use of public transportation and resulting in a classification of the applicant into an ADA eligibility category.

Eligibility category – Three general situations, defined by the ADA, under which an individual is eligible for ADA Paratransit service.

Fixed route service – Mass transportation service that is available to the public and operated on a predetermined, published schedule. Also known as mainline service.

Functional Eligibility – Determination of ADA Paratransit eligibility based upon the individual’s functional ability to use fixed route services.

Mainline Service – See fixed route service.

Metra – Operates commuter rail service throughout the RTA service area and part of Northwest Indiana. Not required under the ADA to provide

complementary ADA Paratransit services, but is required to meet ADA requirements for accessibility.

Pace – Operates fixed route bus service outside the Chicago city limits (Suburban Cook, Kane, Lake, McHenry, DuPage and Will counties). Pace also operates ADA Paratransit service in the entire RTA region, including the City of Chicago and suburban areas.

Paratransit service – A mass transportation service that is available to the public, although the service may be limited to certain segments of the public such as seniors or persons with disabilities. Paratransit services do not have fixed schedules, but operate in response to individual request (a demand-responsive service). Includes ADA Paratransit service and local dial-a-ride programs.

RTA – Regional Transportation Authority. Created by state statute to coordinate and oversee public mass transportation in Chicago and the five surrounding counties. The RTA does not operate transit service.

Service Boards – Refers to the CTA, Pace and Metra, which operate public transportation services in the Chicagoland region.

V. SCOPE OF SERVICES

The RTA is seeking a contractor to assist RTA staff in the assessment and determination of eligibility for individuals applying to use ADA Paratransit services under the provisions of the American with Disabilities Act of 1990 (ADA). In operating the Program, the RTA is solely responsible for determining eligibility for ADA Paratransit services.

The RTA does not operate or contract for the operation of ADA Paratransit services. ADA Paratransit services are operated or contracted by Pace.

VI. ADA REQUIREMENTS

The Americans with Disabilities Act (ADA) is a civil rights law and guarantees the right for all persons to be able to access public transportation, which includes fixed route buses and trains, and commuter rail. The ADA of 1990 mandated that public transportation be made accessible to people with disabilities. Accessibility applies to the service fleet, as well as stations and stops of the transit system and includes items such as: lifts or ramps on buses, ramps and/or elevators at train stations, signage in Braille, stop announcements, etc. To ensure that people with disabilities have equivalent access to public transportation, a complementary Paratransit system is to be provided when an individual is unable to use the accessible fixed route services of the transit system due to their disability. ADA Paratransit services are required to be

provided when fixed route services are available within $\frac{3}{4}$ quarter of a mile of the individual's originating location and/or destination, and during the days and hours of fixed route service in the area.

Determining whether or not an individual is eligible to use the curb-to-curb ADA Paratransit services offered in the RTA region by Pace is accomplished by evaluating an individual's functional ability to use the CTA and Pace fixed route buses and/or the CTA elevated/subway system. There are three categories of eligibility according to the ADA regulations (49 CFR 37.123(e)):

1. "Any individual with a disability who is unable, as the result of a physical or mental impairment (including a vision impairment), and without the assistance of another individual, (except the operator of a wheelchair lift or other boarding assistance device) to board, ride, or disembark from any vehicle on the system which is readily accessible to and usable by individuals with disabilities."
2. "Any individual with a disability who needs the assistance of a wheelchair lift or other boarding assistance device and is able, with such assistance, to board, ride, and disembark from any vehicle which is readily accessible to and usable by individuals with disabilities if the individual wants to travel on a route of the system during the hours of operation at a time, or within a reasonable period of such time, when such a vehicle is not being used to provide designated public transportation on the route."
3. "Any individual with a disability who has a specific impairment-related condition which prevents such individual from traveling to a boarding location or from a disembarking location on such a system."

For additional information concerning the categories of eligibility refer to **Exhibit J** of this RFP.

ADA Paratransit eligibility is not based solely on the presence of a disability, but on the effect that the disability has on the person's ability to use the fixed route system. Several factors must be considered in determining ADA Paratransit eligibility. These include:

- The applicant's functional abilities and limitations in relation to the use of fixed route public transportation.
- The accessibility of the fixed route system.
- Architectural barriers that, in combination with the person's disability and/or mobility aid, prevent use of the fixed route service; and

- Environmental conditions that, in combination with the person's disability and/or mobility aid, prevent use of the fixed route service.

While documentation of a particular disability and/or use of a mobility aid is important, this information alone cannot be used to make an eligibility determination. Questions regarding the functional ability of the applicant to use fixed route transit must be included in the application or assessment process. The accessibility of the fixed route service and the effects of environmental and architectural barriers must also be considered. In keeping with the ADA regulations, factors such as the ability to drive, the availability of fixed route services, convenience issues, crime factors, and safety concerns not related to the applicant's disability are not to be taken into consideration in determining eligibility.

Under the ADA, complementary ADA Paratransit is only required for trips that cannot be made on the fixed route system because of a person's disability. Some individuals may be eligible for ADA Paratransit for all of their travel, while others will be eligible to use ADA Paratransit for some trips and not others. This depends on the individual's functional abilities and need for accessible equipment as well as relevant architectural and/or environmental barriers. For additional information relevant to trip screening refer to **Exhibit K**.

In 1997-1998, a study was undertaken to review and recommend changes to the eligibility determination process created in 1993. These recommendations were implemented by the RTA in the Fall of 1999. Following a competitive RFP process in 1999 and 2004, a non-profit social service agency with prior experience in conducting interviews and assessments and in working with people with disabilities, was chosen as the contractor for the operation of five Interview and Assessment Sites and the staffing of the sites to complete interviews, physical and cognitive functional assessments, and mini-mental status assessments. The current contract is set to expire as of August 31, 2009 and this RFP is in response to the expiration of that contract.

The RTA has created the following process to be used for all new applicants and for the recertification of currently certified customers when their eligibility needs must be reevaluated.

- A potential applicant will contact the RTA and request an application. See **Exhibit L**.
- A potential applicant will be sent an application packet that will include an application form and information about the criteria for eligibility and the process for determining eligibility. Prospective applicants will be asked to complete as much of the application as possible.

- The applicant will call the RTA to schedule an in-person interview, after the applicant has reviewed the materials regarding ADA Paratransit eligibility and has completed as much of the application as possible.
- The RTA will assign an Interview and Assessment Site and schedule a date and time for the interview and possible assessment with the applicant. The appointment will be scheduled within ten to fourteen calendar days of the call. Transportation will be arranged by the RTA at no cost to the applicant and will be provided through the Pace Paratransit program, when necessary.
- The RTA will communicate the scheduled appointments to the Interview and Assessment Sites. The RTA will also communicate whether transportation is being provided by Pace. Pace will communicate the specific transportation arrangements to the applicant, the sites and RTA.
- When the applicant arrives at the Interview and Assessment site, and throughout the course of the appointment, staff will observe the mobility and behavior of the applicant, and record any notable observations.
- Interview and Assessment site staff will greet the applicant and verify the scheduled appointment.
- Site staff will review the application and other materials brought by the applicant and make copies of any third party documentation and a photo ID. Site staff will take a photo of the applicant using a digital photo process. An application file will be established.
- An interview will be conducted with the applicant. This will include a review of the application and assistance to the applicant in completing the application, if incomplete. The interviewer will obtain more detailed information about how the applicant's disability prevents or limits the use of fixed route service.
- The interviewer will decide whether the applicant requires a physical and/or cognitive functional assessment and/or mini-mental status assessment.
- If the interviewer determines that an assessment is needed, the assessment will begin no more than 20 minutes following the completion of the interview. If additional assessment(s) are needed, start time will be no more than five minutes following completion of the previous assessment.
- All information needed to be obtained directly from the applicant will be secured during the interview and assessment process. RTA staff may

obtain further information from 3rd party professionals. Applicants will be asked on the application form and at the interview to sign a release of information for 3rd party professional contacts.

- The applicant will be informed that the RTA will determine his/her eligibility within twenty-one (21) calendar days from the completion of the interview and any necessary assessments. If the interview and/or assessment(s) cannot be fully completed at the time of the applicant's appointment, the application is considered incomplete and the applicant will need to schedule another appointment to complete the application process.
- Interview and Assessment Site staff will complete required forms and data entry and forward all materials to RTA staff via messenger service within one business day of applicant's appointment.

The RTA provides:

- Detailed information to potential applicants as to ADA Paratransit eligibility requirements along with an application packet to initiate the process for eligibility determination.
- An RTA staffed telephone line for applicants to call for information and to schedule an appointment at an Interview and Assessment Site. Daily communication concerning schedules will occur between the RTA and the Interview and Assessment site staff. If needed, a round trip Paratransit trip will be provided to the applicant at no charge.
- Functional assessment equipment, protocols for physical and cognitive assessments, interview guides, eligibility standards and categories, and informational materials for applicants.
- Digital camera equipment and photo database to take and store electronically applicant's photo at the time of the appointment.
- An informational DVD and the necessary equipment to show the DVD in the waiting room of each site. Other informational brochures, pamphlets, maps, etc. related to transit services to be displayed and placed in waiting rooms of each site.
- RTA customized web-enabled database for entry and electronic storage of applications and interview/assessment related data.
- Messenger service to transport application appointment materials from sites to RTA every business day.

- RTA staff to review the information from the Interview and Assessment Site staff and make the final eligibility determination. This will include RTA staff producing eligibility determination letters for applicants and coordinating production of ID cards for eligible customers.
- RTA staff to do compliance and continuing education visits on a regular basis to monitor the Interview and Assessment Sites, assist site staff in meeting RTA standards, and to provide updates on procedures and services. Site visits will include participating in some of the interviews, observing assessments, and discussing questions/concerns with site staff.
- Ongoing training for Interview and Assessment Site staff.
- RTA staff to conduct appeal hearings.
- RTA centralized record retention for all applications and applicant-related materials.

The RTA intends to continue to have at least five (5) sites throughout the RTA region to conduct in-person interviews and to administer physical and cognitive assessments to ADA Paratransit applicants. These sites are to be operated by a single contractor who may subcontract some parts of the process.

Desirable locations for the sites are:

- In the downtown Chicago area near the Central Business District. Current site is at 310 S. Peoria Street.
- In the near southern suburbs. Current site is at 123rd and Pulaski in Alsip.
- In the near west suburbs or northwest Chicago. Current site is at Higgins and East River Road in Chicago, near O'Hare airport.
- In the far west suburbs. Current site is on Chicago Avenue in downtown Naperville.
- In the far north Cook or Lake County suburbs. Current site is on Milwaukee Avenue in Libertyville.

The current contractor leases all of the sites currently in operation and has established sites primarily in office buildings.

The RTA must view and approve all sites prior to the Contractor making a final decision as to a location's use as a RTA Interview and Assessment Site.

Three of the current sites are exclusive for RTA operations. One site is main offices and corporate headquarters of the current contractor. One site is used by the contractor for additional agency operations.

VII. SITE REQUIREMENTS

The Contractor must provide the following at each site:

- A fully accessible site to people with disabilities.
- A waiting area where applicants can comfortably sit to wait for appointments and for transportation pick-ups and view an informational DVD. The waiting area must be large enough to accommodate several applicants at any one time with a variety of mobility aids as well as their attendants and/or family members.
- Qualified staff to conduct pre-scheduled interviews and to perform physical and cognitive functional assessments and mini-mental status assessments according to RTA specifications. Availability of some bilingual staff is preferable, especially English/Spanish, but use of interpretive services such as a contracted telephone language line will be considered an acceptable alternative. The RTA currently contracts for such services and will make access to the service available to site staff. The RTA will provide an American Sign Language interpreter when requested by the applicant.
- An interview area where applicant confidentiality can be assured. This area will also be used for administration of the mini-mental status assessment (MMSE).
- An inside area where a static bus lift, curb platform, and mobility aid measurement area can be placed. Approximately 400 square feet will be needed for this equipment. In addition, sufficient space to allow for walking/wheeling areas measuring a total of 2,640 feet (including simulated street crossing) is required.
- An inside area where a cognitive functional assessment (FACTS Test) can take place. This includes space to do a walking/wheeling simulation of a bus trip between five (5) picture posters. This also requires space to administer a computer-based portion of the assessment in an area with privacy and minimal distractions. Approximately 500 square feet will be needed for this assessment area.
- An outside area where a walking/wheeling assessment of at least 2,640 feet can occur. This could include a 1,320 foot course with a return distance of 1,320 feet. The course must include different surface types, cross slope, six inch curbs and ADA compliant curb cuts to determine how applicants travel using their mobility aids under different environmental conditions. An actual street crossing would be highly beneficial. If a simulated street crossing is necessary, it must resemble an actual street

crossing as closely as possible and allow for a timed 60 foot crossing. The outside course must be maintained in usable condition year-round, including regular snow and ice removal.

- A computer with high speed internet access and at least an XP operating system and print capability at the site. This will be used primarily for data entry of application and interview/assessment data into RTA database. A computer is also needed for the administration of the cognitive functional assessment (FACTS Test). The FACTS Test requires a slide show using Adobe Acrobat. Another computer, preferable a laptop, will be needed to operate the digital photo process and photo storage database.
- An area where photos of applicants can be taken using a RTA provided camera and digital photo process.
- Other standard office equipment such as a telephone, copy machine and fax (Contractor provided).
- Sites must have convenient parking available for applicants and should be in close proximity to public transit. Ease of drop-off and pick-up by Paratransit vehicles also needs to be considered.

VIII. STAFFING NEEDS

The Contractor must provide sufficient staff to meet the needs as described in this RFP.

The RTA estimates an average interview will require about 20 minutes. The RTA will be scheduling interview appointments every 30 minutes. On average, a 15% no show/late cancellation rate can be anticipated. Physical and/or cognitive assessments are estimated as being needed for 75% of the applicants. A full physical functional assessment will require about 40 minutes to complete. A complete cognitive functional assessment (FACTS Test) will require about 45 minutes. A complete mini-mental status assessment (MMSE) will require no more than 15 minutes. The Contractor may determine normal hours of operation. However, the RTA has committed to being able to schedule applicants within 10-14 calendar days of a request for an interview, so the Contractor must have adequate appointment times available at each site to accommodate such scheduling. Some flexibility must also be available for scheduling applicants who have work or personal schedules that require evening or weekend appointments. Hours of operation will be considered in evaluating each proposal. Proposals that offer interview and assessments during evening and/or weekend hours will be evaluated as being more creative and responsive to the program objectives.

With regard to Interview and Assessment Site staff, the following conditions apply:

- Interviewers must have professional education and/or experience in conducting information-gathering interviews. They must have demonstrated abilities to work effectively with people with a wide variety of disabilities.
- Staff performing physical functional assessments must have professional education and/or experience in conducting functional evaluations of people with mobility impairments. Staff must have the requisite training and experience to observe the applicant during the assessment process and to extrapolate from the assessment the applicant's functional abilities.
- Staff performing cognitive functional assessments (FACTS Test) and mini-mental status assessments (MMSE) must have the ability to interact successfully with individuals with varying levels of cognitive functioning. They must have the ability to be trained in administering a standardized evaluation tool and to be able to consistently administer and score such a tool according to established protocols.
- Staff performing interviews and assessments must be capable of clearly communicating their findings and observations in writing on the required interview and assessment forms. These forms must be completed in a thorough yet concise manner so that RTA staff can readily and accurately evaluate and determine the applicant's ADA Paratransit eligibility.

With regard to site location and requirements for interview appointment availability the Contractor must meet the following requirements:

- The Central Business District site is to plan adequate interview staff to conduct 90-95 interviews a week.
- The South Suburban site is to plan adequate interview staff to conduct 90-95 interviews a week.
- The Near West Suburban or Northwest Chicago site is to plan adequate interview staff to conduct 80 interviews a week.
- The Far West Suburban site is to plan adequate interview staff to conduct 15 interviews a week.
- The Far North Cook or Lake County Suburban site is to plan adequate interview staff to conduct 15 interviews a week.

The RTA will evaluate the number of interview appointments scheduled at each site on a regular basis and make adjustments in cooperation with the Contractor according to need. The above figures are to be considered minimum figures for proposal purposes.

Assessment staff must be available on an as needed basis during the same hours of operation as the interview staff. About 75% of applicants will require a functional assessment in addition to an interview. Of those applicants requiring a functional assessment, an average of 70% will be a physical functional assessment, 10% a cognitive functional assessment (FACTS Test) and 20% will be a mini-mental status assessment (MMSE). A number of applicants will require two assessments, and occasionally an applicant will require all three assessments.

The Contractor will conduct an interview with each applicant. This interview will include a review of an application previously sent to the applicant by the RTA. The interviewer will assist the applicant in completing any unanswered application questions during the interview. The interviewer will probe the applicant's functional abilities to use fixed route buses and trains by reviewing the questions and answers on the application and discussing questions from supplemental interview guides. Examples of questions may include how an applicant's disabilities interact with the environment to prevent travel by the applicant to or from fixed route, whether an applicant is able to travel on fixed route without assistance and how mobility aids help and/or hinder an applicant's ability to use fixed route buses and trains. Questions will be asked to help determine if an applicant could use fixed route under some or all circumstances if the applicant received travel training. The interviewer would also take the opportunity to provide information about accessibility features of fixed route service as well as clarify possible misconceptions regarding ADA Paratransit eligibility and operations. The recommended interview style would include open-ended questions, rapport building and active listening rather than a strictly fact-finding, check list approach.

Applicants who are clearly unable to travel independently under any circumstances due to the severity of their physical or cognitive disability and applicants who clearly have no physical or cognitive limitations will not be recommended for a physical or cognitive assessment. Other types of disabilities that may preclude an assessment are severe visual impairments, seizure disorders or psychiatric disorders, unless a mobility and/or cognitive impairment is also present.

The RTA will provide standardized physical and cognitive assessment tools to be used by the Contractor. Prior to interviews and assessments being administered the RTA will provide training for Interview and Assessment staff. As part of the training, Contractor staff will be required to ride the fixed route system to gain a better understanding of how it operates. Please refer to **Exhibit M** for materials

related to physical functional assessments, **Exhibit N** for materials related to cognitive functional assessments (FACTS Test), and **Exhibit O** for materials related to mini-mental status assessments (Mini-Mental State Examination/MMSE). Training will also be provided on an ongoing basis by the RTA. All Contractor staff involved in interviewing and assessing RTA applicants must attend training sessions.

The Contractor will be responsible for developing a comprehensive orientation and training curriculum and a process to ensure and document training to proficiency that meets RTA standards for staff hired after the initial start-up training provided by the RTA. The Contractor will also provide, in conjunction with the RTA, ongoing supervision and training to maintain proficiency and compliance with interview and assessment protocols. Quarterly staff meetings/case conferences for interview and assessment site staff are highly recommended as well. In addition, the RTA would recommend the Contractor have available additional staff or consultant expertise in physical functional assessments, psychiatric disabilities and low vision issues for ongoing quality assurance, training and oversight purposes.

Contractor staff will be responsible for data entry of required application, interview and assessment related information into the customized web based database provided by the RTA. Data entry is required to be completed within one business day of the interview and assessment and all application file materials are to be sent to the RTA via messenger within one RTA business day of the appointment.

IX. PROPOSAL FORMAT

9.1 Cover Letter

The cover letter should serve as an introduction to your firm, 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 and comply with the terms of the RTA's standard Professional and Consulting Services Agreement.

9.2 Experience and Qualifications

The relevant experience of your firm and the proposed employees or subconsultants should be identified, including background and previous assignments that make your firm qualified to perform the above detailed services.

9.3 Compensation Plan

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

A budget detailing the start-up and annual cost of the program by each component must be prepared and submitted. The component costs to be detailed are:

- Start-up costs for a new contractor. Please submit in a format that itemizes these costs.
- Administrative fee to be charged on a monthly basis.
- Operations fee to reimburse for actual rental cost of space dedicated to RTA project or a space allocation cost for shared space with other projects and/or services. Costs for other facility operations (utilities, janitorial, etc.) are to be included as part of the administrative fee.
- Cost for an interview per applicant. This should include costs related to clerical functions required as part of the process (including paperwork and data entry).
- Cost per assessment for physical functional assessments (including paperwork processing).
- Cost per assessment for cognitive functional assessments/FACTS Test (including paperwork processing).
- Cost per assessment for Mini-Mental status assessments/MMSE (including paperwork processing).
- Cost for In-Depth Review. An In-Depth Review is an abbreviated interview plus one or more assessments that does not require an application or a full interview. In-Depth Reviews are conducted upon request by RTA Staff. It is common that an In-Depth Review may be requested for someone initially certified on a temporary basis who is being evaluated for a four-year certification.
- Other costs (please be specific and itemize each).

9.4 Management/Operating Plan

Describe your firm's proposed plan to undertake the scope of services as identified in Sections V-VIII including the expected relationships with your

staff and the RTA, the resources that will be dedicated to performing these services and your proposed management of the program.

9.5 Approach

Identify your firm's approach to delivering the Services. Your approach must identify key interactions and potential obstacles.

9.6 Affirmative Action Requirements

The RTA requires that all bidders 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 bidder within the same fiscal year total \$50,000 or more, the bidder shall provide:

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

The Work Force Utilization Analysis submitted (or on file with RTA) must be dated within the twelve-month period preceding contract award. The consultant'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. These documents should be addressed to:

Mrs. Lillian G. Wallace
Paralegal
Regional Transportation Authority
175 W. Jackson Boulevard, Suite 1550
Chicago, Illinois 60604

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

9.7 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 contractors 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 at www.dot.state.il.us/ucp/ucp.html.

The RTA has established a DBE subcontracting goal on this project of 10% of the total dollars expended under the contract. In addition to the other award criteria established for this contract, the contractor must either meet or exceed the DBE subcontracting goal, or make a good faith effort to do so. The contractor 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.

9.8 Pre-Proposal Conference

A pre-proposal conference is scheduled for April 8, 2009 at 10:00 a.m. in the RTA Board Room, Suite 1550, 175 W. Jackson Blvd., Chicago, Illinois.

X. EVALUATION CRITERIA

A selection committee will be established to evaluate proposals. The selection committee may elect to conduct oral interviews with a "short list" of proposers. If required, oral interviews will be scheduled the week of April 27, 2009.

Proposals will be evaluated based upon the following criteria. Each of the criteria shall be weighted equally.

- Quality, creativity and cost effectiveness of the technical approach and responsiveness to project objectives.
- Costs for interviews and assessments and on-going costs of operation.
- Specific related qualifications and experience of the firm and the key individuals designated for the project.
- Commitment of the key individuals designated for the project.

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

XI. RFP SCHEDULE

RFP Released	March 27, 2009
Pre-Proposal Conference	April 8, 2009
Proposals Due to RTA, by 4:00 p.m.	April 20, 2009
Interviews with Selected Firms, if needed	Week of April 27, 2009
Contract Award	May 21, 2009

XII. PROPOSAL SUBMISSION

Six (6) copies of your proposal should be submitted in a sealed envelope clearly marked:

Proposal: Operator for Interview and Assessment Sites for the ADA Paratransit Program, RFP 71640

No later than 4:00 p.m. Central Time on **April 20, 2009**

The envelope should be addressed to:

Mr. Edward L. Gronkowski
Manager, Procurement & Contracting
Regional Transportation Authority
175 West Jackson Boulevard, Suite 1550
Chicago, Illinois 60604

XIII. GENERAL INFORMATION FOR PROPOSERS

13.1 RTA Agreement for Professional and Consulting Services

A standard RTA Agreement for Professional and Consulting Services (**Exhibit A**) is attached 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 contractor and/or consultant.

13.2 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.

13.3 Response Date

To be considered, proposals must arrive at the RTA on or before the date specified in Section XII. 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.**

13.4 Joint Proposals

The RTA will accept joint proposals by two or more firms, if the proposals state, in detail, the specific work to be performed by each of the firms. A proposal for a joint undertaking must delegate to 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.

13.5 Presentations

Upon review of the proposals by the RTA, 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.

13.6 Disclosure of Proposal Contents

If a proposal contains information that the proposer does not want disclosed or used for any 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.

13.7 Negotiations

The RTA has the sole power to determine the qualification, responsibility and capability of prospective contractors and/or consultants, 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.

13.8 Acceptance of Proposal Content

The contents of the proposal of the successful contractor or contractors may become contractual obligations, if a contract ensues. Failure of the

successful proposer to accept these obligations may result in cancellation of the award.

XIV. PROJECT REPORTING REQUIREMENTS

A monthly DBE Compliance Report (**Exhibit G**) is also required where applicable.

XV. 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 Contractor within thirty (30) days of receipt of the invoice.

XVI. 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.	DBE Compliance Plan
Exhibit F.	Insurance Requirements
Exhibit G.	Monthly DBE Compliance Report
Exhibit H.	Legal Advertisement
Exhibit I.	ADA Paratransit Eligibility Manual
Exhibit J.	ADA Certification Eligibility Categories
Exhibit K.	ADA Paratransit Application Instructions
Exhibit L.	ADA Paratransit Application
Exhibit M.	Physical Functional Assessment Report Form
Exhibit N.	Cognitive Functional Assessment (FACTS Test)
Exhibit O.	Mini-Mental State Exam (MMSE)

NOTE: Exhibits B, C, D, and E and I are to be returned with your response to this RFP. Exhibits A, F, H, and J through O are for information purposes only. Exhibit G will be completed and returned with any invoices associated with the award of this contract.

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



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: Federal 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:

Phillip Shayne
(Project Manager)
Regional Transportation Authority
175 W. Jackson Boulevard, 1550
Chicago, Illinois 60604
phone: 312-913-3147
fax:

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
EEO 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**
 - 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**

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											

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 show 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: _____ DBE: _____
Name of Firm Name of Firm

By: _____ By: _____
Signature Signature

Print Name Print Name

Title Title

Date 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: _____

CONTRACTOR INSURANCE REQUIREMENTSREQUISITION NUMBER: 71640 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 ____ A ____ OR BETTER	FINANCIAL RATING OF ____ X ____ OR BETTER As Published By Best's Key Ranking Guide	AMOUNT REQUIRED
1. WORKER'S COMPENSATION: Coverage A – Statutory Coverage B - \$ _____	Same	Same	\$500,000 Limits of Liability
2. COMPREHENSIVE GENERAL LIABILITY (BROAD FORM): Bodily Injury Liability & Property Damage Liability (combined). To also include the following coverages: _____	Same	Same	\$2,000,000 Each Occurrence \$2,000,000 Aggregate
3. AUTOMOBILE LIABILITY: Bodily Injury Liability & Property Damage Liability combined) Property Damage (Leases, etc.)	Same	Same	N/A Combined Single Limit
4. PROFESSIONAL LIABILITY: Errors and Omissions	Same	Same	\$ N/A Each Occurrence \$ N/A Aggregate
5. PERFORMANCE/PAYMENT BOND:			N/A
6. OTHER INSURANCE:			N/A Each Occurrence N/A Aggregate

Additional Insured shall be as follows: Northeastern Illinois Regional Transportation Authority (RTA) and Northeast Illinois Regional Commuter Railroad Corporation D/B/A Metra/Metropolitan Rail and the Commuter Rail Division.

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).



Regional
Transportation
Authority

EXHIBIT G

Monthly DBE Compliance Report

Report Period: _____

Task:	Report Period Expenditures								Project-To-Date Expenditures		
	Total Budget	Non-DBE Firms	DBE Firm #1	DBE Firm #2	DBE Firm #3	Total All Firms	Total DBE Firms	% DBE Expenses	All Firms	DBE Firms	% DBE Expenses
Task 1											
Task 2											
Task 3											
Task 4											
Task 5											
Task 6											
Task 7											
Total											

Prepared by: _____

Signature: _____

Date: _____



REGIONAL TRANSPORTATION AUTHORITY
OPERATOR FOR INTERVIEW & ASSESSMENT SITES FOR THE
ADA PARATRANSIT PROGRAM
REQUEST FOR PROPOSAL
#71640

The Regional Transportation Authority invites you to submit a proposal to **Operate Interview and Assessment Sites for the ADA Paratransit 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 10% 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.

Six (6) copies of your proposal must be submitted to the RTA no later than 4:00 p.m. on **April 20, 2009**. Proposals submitted after the designated time and date will be rejected.

A pre-proposal conference is scheduled for **April 8, 2009** at 10:00 a.m. in RTA Board Room, 175 W. Jackson Blvd., Suite 1550, Chicago, Illinois.

Procedural questions regarding DBE participation and Affirmative Action requirements should be directed to Ms. Lillian Wallace, Paralegal Assistant (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 can be downloaded from the RTA website at www.rtachicago.com.

REGIONAL TRANSPORTATION AUTHORITY

Edward L. Gronkowski
Manager of Procurement and Contracting

ADA Paratransit Eligibility Manual

Category 1 Eligibility

The first category of eligibility includes those persons unable to use fully accessible fixed route services. Included in this category is:

"Any individual with a disability who is unable, as the result of a physical or mental impairment (including a vision impairment), and without the assistance of another individual (except the operator of a wheelchair lift or other boarding assistance device), to board, ride, or disembark from any vehicle on the system which is readily accessible to and usable by individuals with disabilities." [§37.123(e)(1)]

Examples of eligibility under this category would include:

- a person with a mental disability who cannot "navigate the system". Navigating the system might involve obtaining and understanding system information, recognizing and boarding the correct vehicle, having available the correct fare and/or using the fare collection system, recognizing destinations, and understanding transfers that might have to be made;
- a person with a vision impairment who cannot "navigate the system". Entering and traveling through a busy station or transit center may not be possible. Recognizing and boarding the correct vehicle, and recognizing the appropriate destination - even though announcements are made - are also considerations;
- a person with a physical disability who cannot stand on a crowded bus or rail car when seats, including priority seats, may not be available;
- a person with a physical disability who uses a wheelchair and who cannot get on or off the lift or to or from the wheelchair securement area without assistance.

It is important to note that eligibility under this category depends on the complexity of the fixed route system. The type and extent of disability that would confer eligibility in a rural area with a one or two route bus system would be different from that in a large urban system. Transit providers should base determinations on the characteristics of their fixed route service and the abilities needed to use it.

Other key issues and questions associated with this category of eligibility are summarized below.

- (1) Travel training: Many persons who cannot negotiate the entire fixed route system can be travel trained for certain trips. Typically, training is provided for trips that the person makes frequently, such as to work or school. These individuals would only be ADA paratransit eligible for trips they have not been trained to make. As part of the application and determination process, it should be determined if such training has

been provided.

Individuals cannot, however, be required to participate in travel training. The public entity may choose to offer training and may encourage individuals to take advantage of this service. Until the individual takes advantage of this service and is adequately trained, paratransit service must be provided.

- (2) Operator assistance: Eligibility under this category is not necessarily based on a person's ability to get on and off the lift, up and down a ramp, to and from the securement area, or secure their mobility device. While the regulation states that a person is eligible for paratransit service if they cannot independently use the fixed route system, operator assistance is assumed. The regulations, in fact, specify the level of assistance that must be provided by the public entity. Section 37.165(f) of the regulations states that "the drivers or other personnel must provide assistance with the use of lifts, ramps, and securement devices." Beyond this level of required assistance, however, public entities may choose to offer additional assistance, such as assistance getting to and from the securement area, in order to enable persons to utilize the fixed route service. If the individual is able to use the fixed route system with this assistance, complementary paratransit service does not have to be provided. Local policy concerning operator assistance should be developed with full public participation, including the input of persons with disabilities;
- (3) Assistance of another person: With the exception of assistance provided by the driver or other employees of the service, eligibility under this category is based on a person's ability to independently use the service. A person traveling with a friend or attendant is still eligible for paratransit service even if they would be able to use the fixed route system with this other person's help.
- (4) Accommodating mobility aids: The regulations set standards for vehicle and station/stop accessibility. To be considered accessible, equipment and facilities must be able to accommodate mobility aids of a certain size and persons and mobility aids up to a certain weight. The regulations define a "common wheelchair" as a "wheelchair" which does not exceed 30 inches in width and 48 inches in length (measured two inches above the ground) and which does not weigh more than 600 pounds when occupied. A "wheelchair" is defined as any mobility aid belonging to any class of three or four-wheeled devices, usable indoors, designed for and used by individuals with mobility impairments, whether operated manually or powered.

All common wheelchairs and their users are to be accommodated on accessible fixed route and complementary paratransit systems. The regulations do not, however, require public entities to provide service to persons using mobility aids that are not "common wheelchairs". An individual would not be eligible for paratransit service under category 1 if they could not use an accessible bus because their mobility aid is too large or too heavy for the lift.

- (5) Standeers on lifts: The regulations require public entities to allow persons with ambulatory disabilities who do not use wheelchairs (e.g., persons who use leg braces and canes) to enter the vehicle by standing on the lift. Therefore, individuals who cannot climb the steps to get into a bus would not be eligible for paratransit service if they could enter the vehicle using the lift.

Category 2 Eligibility

The second category of eligibility includes:

"Any individual with a disability who needs the assistance of a wheelchair lift or other boarding assistance device and is able, with such assistance, to board, ride, and disembark from any vehicle which is readily accessible to and usable by individuals with disabilities if the individual wants to travel on a route of the system during the hours of operation of the system at a time, or within a reasonable period of such time, when such a vehicle is not being used to provide designated public transportation on the route." [§37.123(e)(2)]

The majority of persons eligible under this category would be those with ambulatory disabilities who could not enter an inaccessible rail facility or would need to travel on a vehicle with a lift or ramp and other accessibility features. This would include persons who use wheelchairs as well as persons who use other mobility aids such as walkers, leg braces, or canes.

Eligibility under this category depends on the accessibility of vehicles and stations/stops. A person is eligible for paratransit service if the fixed route on which they want to travel is not yet accessible. Guidance on exactly what constitutes an "accessible" fixed route is provided in the regulations and explanatory appendix. For example:

- A person is eligible if the bus route on which they want to travel is not 100 percent accessible. The requested trip would be eligible if the fixed route that would otherwise be used is only partially accessible (e.g., every other bus is accessible).
- Similarly, a person is eligible if they need to travel on a rapid or light rail system that is not yet accessible - meaning that all key stations are accessible and one car per train is accessible. An individual would be eligible in this example even if accessible fixed route bus service is provided in the same area.
- An individual is eligible for paratransit if a vehicle's lift or boarding device cannot be deployed at the stop which they want to use.
- An individual who uses a "common wheelchair" but cannot be served by the fixed route system because the lift on the vehicle they need to use does not meet the equipment standards contained in Part 38 of the regulation is eligible for paratransit service.

One important issue related to category 2 eligibility is the use of on-call bus services as a way to increase the overall accessibility of the fixed route service. Basically, on-call bus programs allow an individual to call in advance and request that an accessible bus be assigned to a particular route at a time when they need to travel.⁵ Typically, an on-call bus program is implemented when a significant percent of the fixed route fleet is accessible. Successful programs have been implemented when 20-30 percent of all peak hour vehicles are accessible.

On-call bus services do not technically make the fixed route fleet fully accessible. Therefore, even if an on-call bus service is offered, individuals who are eligible under category 2 must be certified. On-call bus service is, however, considered an acceptable form of complementary paratransit service and can be provided in lieu of a separate van service to those who are eligible under this category.

A second important issue is how this category of eligibility should be treated by transit providers whose fixed route systems are fully accessible. Clearly, individuals who could use accessible vehicles would not be Category 2 eligible in these areas and transit districts are not required to include questions that address this category of eligibility in their application materials or assessment processes if the fixed route service is 100 percent accessible. These same individuals may not, however, be able to use inaccessible vehicles if they travel to other transit districts. Therefore, transit providers are encouraged to address this category of eligibility even if it is not applicable to their local system and to note on the eligibility documentation provided that individuals are ADA paratransit eligible if accessible fixed route vehicles are not available when needed.

Category 3 Eligibility

The third category of eligibility includes:

"Any individual with a disability who has a specific impairment-related condition which prevents such individual from traveling to a boarding location or from a disembarking location on such system." [§37.123(e)(3)]

Two important qualifiers to this category are included in the regulations. First, environmental conditions and architectural barriers not under the control of the public entity do not, when considered alone, confer eligibility. If, however, travel to or from a boarding location is prevented when these factors are combined with the person's specific impairment-related condition, paratransit service must be provided. Examples of architectural and environmental factors that, in combination with certain disabilities, could prevent travel include:

⁵

For more information on on-call bus programs, see Chapter 6 of the ADA Paratransit Handbook, FTA Report #MA-06-0206-91-1, September, 1991.

- a lack of curb-cuts
- the distance from the stop/station to the trip origin or destination
- steep terrain
- snow and/or ice
- extremes in temperature (hot or cold)
- major intersections or other difficult to negotiate architectural barriers
- temporary construction projects
- severe air pollution

Second, the specific impairment-related condition must prevent the person from using the fixed route system. Conditions which make getting to or from stops/stations more difficult do not confer eligibility. A determination of whether travel is difficult rather than "prevented" will need to be made. Appendix D of the regulations offers the following guidance to clarify the concepts of "prevented" travel and the relationship between architectural and environmental conditions and a person's disability:

"For anyone, going to a bus stop and waiting for a bus is more difficult and less comfortable than waiting for a vehicle at one's home. This is likely to be all the more true for an individual with a disability. But for many persons with disabilities, in many circumstances, getting to a bus stop is possible. If an impairment-related condition only makes the job of accessing transit more difficult than it might otherwise be, but does not prevent the travel, then the person is not eligible.

For example, in many areas, there are not yet curb cuts. A wheelchair user can often get around this problem by taking a less direct route to a destination than an ambulatory person would take. That involves more time, trouble, and effort than for someone without a mobility impairment. But the person can still get to the bus stop. On the basis of these architectural barriers, the person would not be eligible.

Entities are cautioned that, particularly in cases involving lack of curb cuts and other architectural barrier problems, assertions of eligibility should be given tight scrutiny. Only if it is apparent from the facts of a particular case that an individual cannot find a reasonable alternative path to a location should eligibility be granted.

If we add a foot of snow to the scenario, then the same person taking the same route may be unable to get to the bus stop. If it is not the snow alone that stops him; it is the interaction of the snow and the fact that the individual has a specific-impairment related condition that requires him to push a wheelchair through the snow that prevents the travel.

Inevitably, some judgment is required to distinguish between situations in which travel is prevented and situations in which it is merely made more difficult. In the Department's view, a case of "prevented travel" can be made not only where travel is literally impossible (e.g., someone cannot find the bus stop, someone cannot push a wheelchair through the foot of snow or up a steep hill) but also where the difficulties

are so substantial that a reasonable person with the impairment-related condition in question would be deterred from making the trip.

The regulation makes the interaction between an impairment-related condition and the environmental barrier (whether distance, weather, terrain, or architectural barriers) the key to eligibility determinations. This is an individual determination. Depending on the specifics of their impairment-related condition, one individual may be able to get from his home to a bus stop under a given set of conditions, while his next-door neighbor may not."

Given the judgement required to determine if travel is truly prevented and the relationship between environmental conditions and an individual's disability, making eligibility determinations based on this third regulatory category is likely to be the most difficult. Figure 1 on the following page provides additional hypothetical examples to further define eligibility under this category. It includes situations that would result in a person being determined eligible as well as examples that would not confer eligibility.

Figure 1. Examples of Eligibility Under Category 3

Situations that would result in category 3 eligibility:

- A person who is blind and who cannot cross a major intersection that is not equipped with assistive devices such as audible signals in order to get to or from a stop/station would be eligible to receive paratransit for that trip.
- A person with a cardiac condition who is sensitive to high temperatures and cannot wait outside for a bus during extremely hot weather would be eligible when this environmental condition exists.
- An individual with severe arthritis or multiple sclerosis whose disability is aggravated by high humidity would be eligible when this environmental condition, in combination with the disability, prevents the use of fixed route service.
- An individual who uses a manual wheelchair, walker, or braces and who cannot negotiate steep terrain would be eligible for paratransit if using fixed route service for a particular trip required crossing a hilly area.
- A person with an ambulatory disability who is unable to get to or from stops/stations due to a lack of curb cuts.
- A person with a cognitive impairment who is unable to remember and follow directions to get to and from a stop/station would be eligible for trips (s)he has not or cannot be trained to successfully make.
- A person who is frail and cannot independently travel more than 1/4 of a mile to get to or from stops/stations and whose particular trip is to a destination that is 1/2 mile from the nearest fixed route.
- A person with an ambulatory disability who cannot walk or maneuver a mobility device to or from stops/stations when there is an accumulation of snow or ice would be eligible in this type of weather.
- A person with a respiratory condition that is affected by high levels of air pollution would be eligible if using fixed route service under such environmental conditions is not advisable.

Situations that would not result in category 3 eligibility include:

- A person with a disability who prefers not to use fixed route service due to the possibility of crime would not be eligible.
- A person who prefers not to use fixed route service when it is raining would not be eligible unless the rain or humidity in combination with a particular disability prevented him/her from getting to or from a stop/station.
- An infant or child with a disability who is unable to get to and from a stop/station and use the fixed route service not because of the disability but because of age.

ADA CERTIFICATION
ELIGIBILITY CATEGORIES

- 1 **ALL TRIPS**

- 4 **TRANSITIONAL**
 - A Accessible bus and 'L'
 - B Curb Cuts
 - C Non-Standard Wheelchair

- 2 **CONDITIONAL-VARIABLE DISABILITY**
 - A Good Day/Bad Day
 - 1 *Distance to bus stop/'L' station*
 - 2 *Needs accessible equipment*
 - B Treatment Day/Non-Treatment Day
 - 1 *Distance to bus stop/'L' station*
 - 2 *Needs accessible equipment*
 - C Dusk to Dawn

- 3 **CONDITIONAL-ORIENTATION**
 - A Trip(s) Not Eligible for Paratransit
 - B Trip(s) Eligible for Paratransit
 - C Transfer Trip

- 5 **CONDITIONAL-WINTER MONTHS**
 - A Temperature
 - B Ice/Snow

- 6 **CONDITIONAL-SUMMER MONTHS**

- 12 **CONDITIONAL-PATH OF TRAVEL**
 - A Distance to bus stop/'L' station
 - 1 *One and a half blocks*
 - 2 *One block*
 - 3 *Two blocks*
 - 4 *Three blocks*
 - B Sidewalks
 - 1 *Condition/Absence of sidewalk*
 - C Street crossings (type of intersection)
 - D Seat at bus stop

- 8 **TEMPORARY TRAINING**

- 9 **TEMPORARY DISABILITY**

- 11 **TEMPORARY INTERIM**

- 10 **NOT ELIGIBLE**

ADA PARATRANSIT CERTIFICATION PROGRAM

Paratransit Eligibility Categories

ALL TRIPS (1)

Passenger is eligible for ADA Paratransit trips for all travel.

TRANSITIONAL (4)

Passenger is eligible for ADA Paratransit trips only when the trip to be taken is on a route that does not yet have accessible equipment. Passenger use of a non-standard wheelchair can also be specified under this category if applicable. *Please note that curb cuts are currently addressed under the Transitional category.*

CONDITIONAL - VARIABLE DISABILITY (2)

Passenger is eligible for ADA Paratransit trips only on days when his/her disability prevents the use of fixed route service. The passenger may be eligible to self-determine when it's a "bad day" or eligibility may be limited to those days when the effects of treatment received that day (i.e. dialysis, chemotherapy) prevent fixed route use. The passenger's disability itself may vary, or the passenger's functional ability to travel may vary as a result of certain 'environmental' changes (i.e. light/dark, glare/non-glare): both variations would change the passenger's mobility and prevent use of fixed route.

CONDITIONAL - ORIENTATION (3)

Passenger is eligible for ADA Paratransit trips except when the trip requested has a non-eligible origin and destination. A non-eligible origin and destination might be, for example: 1) a trip that the passenger is already making consistently and successfully on fixed route service, or 2) a trip for which the passenger has successfully completed travel training. The non-eligible trips will be specifically defined in the passenger's eligibility determination.

This category can also be applied in situations where a passenger is able to travel using fixed route for most trips, but is unable to make a particular trip due to the interaction between a specific environmental condition encountered on that trip and their disability.

ADA PARATRANSIT CERTIFICATION
Paratransit Eligibility Categories
(Continued)

The eligible trip(s) will be specifically defined in the passenger's eligibility determination.

In addition, Conditional-Orientation can be used for a passenger who can travel on fixed route service if a trip does not require a transfer from one fixed route vehicle to another. The passenger would be eligible for ADA Paratransit trips only when the trip requested would require a transfer if taken on fixed route.

CONDITIONAL - WINTER MONTHS (5)

Passenger is eligible for ADA Paratransit trips from November 15 through March 15 when cold temperatures (defined as 40 degrees and below) or snow or ice would prevent fixed route use. Passenger would also be eligible for ADA Paratransit trips before November 15 and after March 15 if the temperature is forecast to be 40 or below and/or there is snow or ice on the ground.

CONDITIONAL - SUMMER MONTHS (6)

Passenger is eligible for ADA Paratransit trips from July 15 through August 31 when hot temperatures (defined as 85 degrees and above) would prevent fixed route travel. Passenger would also be eligible for ADA Paratransit trips before July 15 and after August 31 if the temperature is forecast to be 85 or above.

CONDITIONAL - PATH OF TRAVEL (12)

Passenger is eligible for ADA Paratransit trips when the interaction between the passenger's disability and a specific environmental condition encountered in the path of travel would prevent the passenger from getting to or from the fixed route bus stop or train station for a particular trip. Such environmental conditions might include curb cuts, sidewalk condition or absence, type of street crossing, and/or distance to the bus stop or train station if the passenger is unable to travel four (4) blocks. For example, a passenger who uses a wheelchair and requires a path of travel with curb cuts and a paved surface in good condition would be eligible for an ADA Paratransit trip if curb cuts were lacking and/or the sidewalk was in poor condition or non-existent. Another example would be a passenger who experiences navigational difficulties due to a visual or cognitive impairment and is unable to cross certain types of intersections without assistance: a trip which required a street crossing of this type would be eligible for ADA Paratransit service. The particular environmental conditions will be specifically defined in the

ADA PARATRANSIT CERTIFICATION
Paratransit Eligibility Categories
(Continued)

passenger's eligibility determination. *Please note that curb cuts are currently addressed under the Transitional category.*

TEMPORARY - TRAINING (8)

Passenger is eligible for ADA Paratransit trips for all travel during a period when travel training will be made available to the passenger. At the completion of either the temporary period or the travel training, a final eligibility determination will be made.

TEMPORARY - DISABILITY CONDITION (9)

Passenger will be eligible for ADA Paratransit trips for the period of estimated disability. Generally, the passenger will be eligible for ADA Paratransit service for all travel during this period, although the potential exists for conditional-type restrictions under this category.

TEMPORARY-INTERIM (11)

Passenger is eligible to use ADA Paratransit service on a temporary basis until the certification decision is made. Used primarily in situations where the eligibility determination has not been made within 21 days of receipt of a completed application.

NOT ELIGIBLE FOR PARATRANSIT (10)

Passenger is ineligible for ADA Paratransit service.

TEMPORARY - VISITOR (7)

Passenger will be eligible for ADA Paratransit trips for a 21-day period, based upon the ADA Paratransit eligibility granted by another public transportation provider, or based on verification of a disability if there is no ADA Paratransit eligibility established in their home area. Generally, the passenger will be eligible for ADA Paratransit service for all travel during this period, although the potential exists for conditional-type restrictions under this category. *Arrangements for visitor eligibility are handled through the Pace Paratransit Operations department.*



ADA Paratransit Application Instructions



Thank you for inquiring about eligibility for ADA Paratransit Service. Enclosed is a copy of an ADA Paratransit Application form. Also enclosed is a brochure that explains what ADA Paratransit Service is and who is eligible for these services. **Please read these instructions and the enclosed brochure carefully before completing the application form.**

What is "ADA Paratransit Service" and Who is Eligible?

ADA Paratransit Service is shared-ride, curb-to-curb transportation provided in the RTA area by Pace. ADA Paratransit Service is provided for customers with disabilities who are unable, because of their disability, to use fixed route buses and "L" trains. Fixed route buses mean the large transit buses operated on set routes by the CTA and Pace. "L" trains mean the subway and elevated trains operated by the CTA. ADA Paratransit Service is only provided in areas where fixed route buses or "L" trains run. If you are a person with a disability who cannot travel on the fixed route Pace and CTA buses and on the CTA "L" trains because of your disability, you may be eligible for ADA Paratransit Service. If you are sometimes able to use fixed route buses or "L" trains, you may be eligible for ADA Paratransit Service for those trips that you cannot make by bus or train because of your disability.

The enclosed brochure describes ADA Paratransit Service and different types of ADA Paratransit Eligibility in more detail.

How to Apply

To help us accurately determine your eligibility for ADA Paratransit Service, please fill out the enclosed application form as completely and thoroughly as possible. **Once you have filled out the form as much as you can, call the ADA Paratransit Certification program at 312/663-HELP (4357 voice) or 312/913-3122 (if you use a TTY) to schedule an in-person interview.** You may call Monday through Friday from 8:30 am until 5:00 pm to schedule the interview. When you call, we will arrange an interview at one of our satellite offices. If you need transportation to the interview, just let us know when you call. Also let us know when you schedule the interview if you will need American Sign Language or Spanish language interpreter services.

SEE OTHER SIDE

What to Bring to the Interview

- 1. The completed application form. Do not mail the application back to the RTA.**
- 2. A Photo ID.** If you do not have a photo ID, please let us know when you call to schedule your interview.
- 3. You may also want to bring documentation of your health condition or disability.** Medical documentation can be very important in helping us evaluate your abilities and limitations if your health condition or disability is not apparent, such as arthritis, heart or breathing problems, vision impairments, psychiatric disability, etc. All medical information which you provide about your disability will be kept strictly confidential.

What Will Happen at the Interview?

- 1. We will review the application form with you** and will ask you additional questions about your ability to use fixed route buses and “L” trains.
- 2. We may ask you to participate in a functional assessment** so we can further evaluate your travel abilities and limitations. The functional assessment will be at the same location following the interview. Please come dressed in appropriate attire for a possible outdoor functional assessment.
- 3. We will take your photograph.** The photograph will be used for an ID card if you are determined eligible for ADA Paratransit Service.

When and How Will You Find Out if You Are Eligible?

You will be notified of your eligibility by letter. This decision will be made within 21 days of the date you completed your in-person interview and assessment. If a decision is not made within 21 days, we will provide you with ADA Paratransit Service until a final decision is made.

If you are determined eligible for ADA Paratransit Service for some trips or for all trips, Customer Guides with information about Pace’s Regional ADA Paratransit programs will be sent to you. If it is determined that you are able to use the fixed route buses or “L” trains for some or all of your trips, we will notify you in writing of the exact reasons for this decision and provide information about how to appeal our decision.

If you have questions about ADA Paratransit eligibility, please call the ADA Paratransit Certification program at 312/663-HELP (4357 voice) or 312/913-3122 (if you use a TTY). If you need help filling out the form, the interviewer will assist you at your interview.



Regional Transportation Authority ADA Paratransit Application





Regional Transportation Authority

ADA Paratransit Application



If you have a disability which prevents you from using CTA and Pace fixed route buses and CTA "L" trains,  please complete this form and then call the ADA Paratransit Certification program at 312/663-HELP (4357 voice) or 312/913-3122 (if you use a TTY) to schedule an in-person interview. Bring this form (completed as much as possible) and a photo ID to the interview.

Please read the attached instructions and brochure before completing this form. The brochure explains more about the Pace Regional ADA Paratransit Service. If you have questions about the services, eligibility, or need assistance, please call the ADA Paratransit Certification program at the number listed above. Also call if you need this application in large print, Braille, on audio tape, or in Spanish.

I. General Information (Please Print)

Social Security Number _____ Birthdate _____

(The RTA uses Social Security Numbers only as a way to track applications. If you do not provide a Social Security Number, we will assign another number to your application).

First Name _____ Middle Initial _____

Last Name _____ Sex: M ____ F ____

Street Address _____ Apt # _____

City _____ State _____ Zip _____ County _____

Phone [daytime] (____) _____ [evening] (____) _____

Mailing Address (if different) _____

City _____ State _____ Zip _____ County _____

Email Address (optional) _____

Please check below how you would like written material sent to you in the future.

☐ Regular Print

☐ Large Print

☐ Audio Tape

☐ Braille

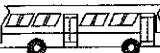
☐ Spanish (en español)

Please give us the name and phone number of a friend or relative we can call in case we are unable to reach you at your regular number:

Name _____ Relationship _____

Phone [daytime] (____) _____ [evening] (____) _____

II. Disability and Mobility Equipment Information

Please describe the disability or health condition that prevents you from using fixed route buses  and "L" trains . (Please list all disabilities or health conditions that apply.)

It may be helpful to bring documentation of your health condition or disability to the interview along with this completed application form.

If this is a temporary disability or health condition, how long do you expect it to prevent you from using fixed route buses and "L" trains? _____ months

Do you use any of these mobility aids or equipment? (Check all that apply.)

- | | |
|---|---|
| ☐ cane | ☐ powered wheelchair |
| ☐ crutches | ☐ powered scooter |
| ☐ walker | ☐ manual wheelchair |
| ☐ leg brace | ☐ long white cane |
| ☐ prosthesis | ☐ service animal |
| ☐ portable oxygen | |
| ☐ other (please specify) _____ | |

☐ I do not use any of these mobility aids

Do you ever need to bring someone with you to help you when you travel (a "personal care assistant" or "personal attendant")?

- ☐ Yes, always ☐ Yes, sometimes ☐ No

III. Abilities to Use Fixed Route Buses or "L" Trains

Please read the following statements and check those which best describe your abilities to use fixed route buses or "L" trains. (Check all that apply.)

Fixed route buses mean the large transit buses  operated on set routes by the CTA and Pace. "L" trains mean the subway and elevated trains  operated by the CTA.

- ☐ I can get to and from bus stops or "L" train stations if the distance is not too great.
- ☐ I can ride the buses or "L" trains when I am feeling well. There are other times, however, when my disability or health condition worsens, and at these times I cannot ride the buses and "L" trains.
- ☐ I have a disability or health condition that prevents me from riding the buses and "L" trains if the weather is very hot or very cold.
- ☐ My disability or health condition makes it impossible to travel when there is snow or ice on the ground.
- ☐ I cannot climb stairs to get on and off fixed route buses and in and out of "L" train stations.
- ☐ I can get to and from bus stops or "L" train stations only if there are curb-cuts and level sidewalks.
- ☐ I have difficulty understanding or remembering all the things I would have to do to use the buses and "L" trains.
- ☐ I can use fixed route buses or "L" trains if it's someplace I go all the time.
- ☐ I can never use fixed route buses and "L" trains by myself.
- ☐ I am not really sure if I can use fixed route buses and "L" trains.
- ☐ I am not able to use fixed route buses and "L" trains for other reasons. Please explain:

IV. Please Give Us More Information About Your Functional Abilities

WITHOUT THE HELP OF SOMEONE ELSE CAN YOU...

1. Ask for and understand written or spoken instructions?

☐ Always ☐ Sometimes ☐ Never ☐ Not sure

2. Cross the street?

☐ Always ☐ Sometimes ☐ Never ☐ Not sure

3. Stand for 10 minutes if there is no place to sit?

☐ Always ☐ Sometimes ☐ Never ☐ Not sure

4. Step on and off a sidewalk from the curb?

☐ Always ☐ Sometimes ☐ Never ☐ Not sure

5. Find your own way to the bus stop or "L" station if someone shows you the way once or twice?

☐ Always ☐ Sometimes ☐ Never ☐ Not sure

6. Walk up and down three steps if there is a handrail?

☐ Always ☐ Sometimes ☐ Never ☐ Not sure

7. Walk up and down a flight of stairs if there is a handrail?

☐ Always ☐ Sometimes ☐ Never ☐ Not sure

8. Stand on a moving bus or "L" train holding onto a handrail?

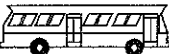
☐ Always ☐ Sometimes ☐ Never ☐ Not sure

9. Transfer from one fixed route bus to another bus or between the bus and the "L" train?

☐ Always ☐ Sometimes ☐ Never ☐ Not sure

Under the best of conditions, what is the FARTHEST you can walk outdoors (or travel using your mobility aid) without the help of another person?

☐ Less than 1 block	☐ 6 blocks (3/4 mile)
☐ 1 block	☐ More than 6 blocks
☐ 2 blocks (1/4 mile)	☐ I cannot travel outdoors alone at all
☐ 4 blocks (1/2 mile)	

Have you ever had training to learn how to travel around the community or on how to use fixed route buses  or "L" trains  ?

☐ Yes

☐ No

Would you like information about free training to use the fixed route buses, "L" trains, or Metra trains?

☐ Yes

☐ No

Is there anything else you want to tell us about your disability or health condition that might help us better understand your travel abilities and limitations?

V. Please Give Us Information About Where You Go and How You Get There Now.

List the three places you go most often and how you get there now.

1. Where do you go? _____

Address _____

How often do you go there? _____

How do you get there now? _____

2. Where do you go? _____

Address _____

How often do you go there? _____

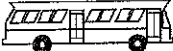
How do you get there now? _____

3. Where do you go? _____

Address _____

How often do you go there? _____

How do you get there now? _____

Do you currently use fixed route buses  or "L" trains  at all?

☐ No ☐ Yes. Which routes? _____

When was the last time you used fixed route buses or "L" trains? _____

If you used fixed route buses or "L" trains in the past and have stopped using them, please explain why: _____

VI. Signature: Please Complete Box A Unless You are a Minor or Have a Legal Guardian, in Which Case Your Parent or Legal Guardian Should Complete Box B.

- A. I understand that the purpose of this application is to determine if I am eligible to use ADA Paratransit Services. I certify that the information provided in this application is true and correct. I understand that falsification of information could result in a loss of ADA Paratransit Services as well as a penalty under the law. I agree to notify the RTA if I no longer need to use ADA Paratransit Services.**

(Signature of Applicant) Date _____

- B. I understand that the purpose of this application is to determine if the Applicant is eligible to use ADA Paratransit Services. I certify that the information provided in this application is true and correct. I understand that falsification of information could result in a loss of ADA Paratransit Services as well as a penalty under the law. I agree to notify the RTA if the Applicant no longer needs to use ADA Paratransit Services.**

I consent to the Applicant's interview and the functional assessment of his/her travel abilities and limitations to determine ADA Paratransit Service eligibility. I understand that the Applicant must be present for the interview and any recommended functional assessment. I acknowledge that I may be present with the Applicant during the interview and any functional assessment, and state that:

(Check one of the following)

- ☐ I will be present,
- ☐ I designate _____ to be present on my behalf, or
- ☐ I waive my right to be present and do not designate another person to be present on my behalf.

(Signature of Parent or Legal Guardian) Date _____

If someone assisted in completing this application, please provide the following information:

Print name _____

Relationship to applicant _____

Address _____

Agency _____ Phone (_____) _____

Once you have completed as much of this form as you can, call the ADA Paratransit Certification program at 312/663-HELP (4357 voice) or 312/913-3122 (if you use a TTY) to schedule an in-person interview. DO NOT MAIL this application back to the RTA.

GO TO THE NEXT PAGE

If We Need Additional Information

In order for the RTA to evaluate your request for eligibility, it may be helpful for us to contact a professional who is familiar with your health condition or disability and your functional abilities and limitations. Please list one or two professionals who we can contact if we need additional information. Examples of qualified professionals include:

physician (M.D. or D.O.)
physical therapist
occupational therapist
orientation and mobility instructor

independent living specialist
rehabilitation specialist
social worker
registered nurse

ophthalmologist
psychiatrist
psychologist
case manager

(Name of qualified professional)

(Name of qualified professional)

(Type of professional)

(Type of professional)

(Professional's agency)

(Professional's agency)

(Street Address)

(Street Address)

(City, State & Zip Code)

(City, State & Zip Code)

(Phone Number)

(Phone Number)

Authorization for Release of Information

I authorize the professional(s) listed above to release to the RTA information about my disability or health condition and its effect on my ability to travel on the CTA/Pace bus and train system. I understand that I may revoke this authorization at any time. Unless earlier revoked, this form will permit the professional listed to release the information described up to 90 days from the date below.

(Signature of Applicant or Responsible Party)

Date

All medical information which you or a professional provide about your disability will be kept strictly confidential.

RTA/ADA Certification Physical Functional Assessment Report Form

EXHIBIT M

Assessment Date _____ Interview & Assessment Site _____

Assessor Name _____

Applicant Name _____ **Tracking #** _____

Mobility Aid: none -- cane -- crutches -- walker -- wheeled walker -- leg brace -- white cane --
prosthesis -- manual wc -- power wc -- power scooter -- oxygen -- service animal

Other: _____ Uses Aid: Full-time Part-time

If Part-time, explain: _____

Mobility Aid Propulsion: Independent Partial Assist

If Partial Assist, explain: _____

Outdoors _____ **Indoors** _____ **Weather conditions** _____

<u>Distance:</u>	<u>Time:</u>	<u>Distance:</u>	<u>Time:</u>	FUNCTIONAL	BARRIER
660 feet	_____			Notes: (include rests/signs of distress/effort)	
1320 feet	_____	2640 feet	_____	_____	_____
1980 feet	_____	_____ feet	_____	_____	_____

____ GOAL time is 32 minutes or less for 2640 feet

<u>Street Crossing (60 feet):</u>	FUNCTIONAL	BARRIER
Time: _____	Notes: _____	
____ GOAL time is 20 seconds or less (____ ft/sec)	_____	_____

<u>Curbs and Curb Cuts:</u>	FUNCTIONAL	BARRIER
Able to independently locate and:	Notes: _____	
go up 6" curb	YES NO	_____
down 6" curb	YES NO	_____
go up curb cut	YES NO	_____
down curb cut	YES NO	_____

____ ABLE to locate and go up/down curb and/or curb cut unassisted

Wheelchair Mobility/Gait Analysis (circle one): _____

___ ABLE to independently walk/wheel on sidewalk in good condition

___ ABLE to independently walk/wheel on cross slope

___ ABLE to independently walk/wheel on uneven terrain

Uneven terrain description _____

Standing/Wheelchair Balance (circle one):

FUNCTIONAL

BARRIER

Standing Balance

Poor = High risk of falls

Fair = Medium risk of falls

Good = Low risk of falls

NOTES: _____

Wheelchair Functional Balance

Poor = Falls/slides in wheelchair with starts, stops, inclines, etc.

Fair = Maintains balance but not consistently stable with starts, stops, etc.

Good = Steady, safe with static positioning and dynamic movements

___ ABLE to demonstrate at least GOOD for balance activities

Steps/Lift:

FUNCTIONAL

BARRIER

Able to independently:

Notes: _____

negotiate bus lift YES NO NA

Able to independently:

position for using lift YES NO NA

move on/off lift independently YES NO NA

maintain balance while boarding bus YES NO

seat self independently YES NO NA

maneuver to securement area YES NO NA

Non-Standard Wheelchair

___ Wheelchair/scooter dimension GREATER than 30" wide x 48" long AND/OR
estimated combined weight of person + wheelchair/scooter OVER 600 lbs.

Actual measurement: _____

Estimated combined weight: _____

According to applicant, is this a ___ GOOD day, ___ BAD day, or ___ NA?

If BAD day, explain: _____

Is this a ___ GOOD temperature day, ___ BAD temperature day, or ___ NA?

BALANCE AND GAIT ASSESSMENT SCORE SHEET

APPLICANT NAME _____ DATE _____

ASSESSER _____ SITE _____

For each item, circle the number that best describes applicant's performance. Total the score from each page, then enter grand total on page 2. Transfer total score to Standing Balance section on the Physical Functional Assessment Report Form.

Applicant is to begin assessment in an armless chair.

List mobility aid that applicant is using today _____

Sitting Balance

- 0 – Leans or slides in chair
- 1 – Steady, safe

Arises

- 0 – Unable without help of another person
- 1 – Able, uses arms or mobility aid to help
- 2 – Able without using arms

Attempts to rise

- 0 – Unable without help of another person
- 1 – Able, requires > 1 attempt
- 2 – Able to rise, 1 attempt

Immediate Standing Balance (first five seconds)

- 0 – Unsteady (swaggers, moves feet)
- 1 – Steady but uses walker or other support
- 2 – Steady without walker or other support

Standing Balance

- 0 – Unsteady
- 1 – Steady but wide stance (heels > 4" apart or use of other support)
- 2 – Narrow stance without support

Turning 180 Degrees

- 0 – Discontinuous steps
- 1 – Continuous

- 0 – Unsteady (grabs/ staggers)
- 1 – Steady

Sitting Down

- 0 – Unsafe (misjudged distance, falls into chair)
- 1 – Uses arms or not a smooth motion
- 2 – Safe, smooth motion

Balance Score _____/13

Applicant, while walking with assessor, walks at "usual" pace, then at a "rapid but safe" (i.e. street crossing) pace. Uses primary mobility aid.

Initiation of Gait

- 0 – Hesitate to start
- 1 – Starts smoothly

Right Foot:

- 0 – Does not pass left stance foot with step
- 1 – Passes left stance foot

- 0 – Right foot does not clear the floor
- 1 – Right foot clears the floor

Left Foot:

- 0 – Does not pass right stance foot with step
- 1 – Passes right stance foot

- 0 – Left foot does not clear the floor
- 1 – Left foot clears the floor

Step Symmetry

- 0 – Right and left step are not of equal length
- 1 – Right and left step appear equal

Step Continuity

- 0 – Stopping or discontinuity between steps
- 1 – Steps appear continuous

Path (Estimated: Observe excursion of 1 foot over 10 foot course)

- 0 – Marked deviation
- 1 – Mild/Moderate deviation
- 2 – Straight without error

Trunk

- 0 – Marked sway and/or uses mobility aid (if swaying) and/or marked flexion
- 1 – No sway, but flexion of knees or back or spread arms when walking
- 2 -- No sway, no flexion, no use of arms and no use of mobility aid

Walking Stance

- 0 – Heels apart
- 1 -- Heels almost touching while walking

Gait Score _____/12

Balance + Gait Score _____/25

Risk for fall

16 or below -- High Risk (Poor)*
16 – 21 -- Medium Risk (Fair)*
22 or Above -- Low Risk (Good)

*Additional Instructions for score of 16:

Score of 16 and walking ability is less than 150 feet = Poor

Score of 16 and walking ability is 225 feet or more and applicant with no complaints of fatigue, etc. = Fair

**RTA/ADA Certification
FACTS Report Form**

EXHIBIT N

Assessment Date _____ Interview & Assessment Site _____

Assessor Name _____

Applicant Name _____	Tracking # _____
----------------------	------------------

I. Background and Referral Information (If available and relevant):

II. Applicant Subjective Report ('Statement of the Problem'):

III. Behavioral Observations

IV. FACTS Scores TOTAL: _____

A. General Orientation _____/26	
B. Simple Trip Performance _____/40	
1. Single Items _____/28	2. Chained Sequence _____/12
C. Community Travel Skills _____/50	
D. Complex Trip Performance _____/30	
1. Single Items _____/6	2. Chained Sequence _____/24

V. Assessor's Comments/Observations

FACTS SCORE SHEET

NAME

DATE

LOCATION

ASSESSER

BEHAVIORAL CHECKLIST:

Easily Agitated	Y	N	Frequent Redirection	Y	N
Unresponsive	Y	N	Distractible	Y	N
Nonverbal	Y	N	Interrupts repeatedly	Y	N
Inappropriate Touching	Y	N	Inappropriate Vocalization	Y	N
Stereotypical Behaviors	Y	N	Stereotypical Vocalization	Y	N
Unintelligible Speech	Y	N			

A. Orientation				Total
1. Response to Greeting	Appropriate 2	Inappropriate/None 0		
2. Provides I.D.	Full/Independ.	Partial/Cued	Wrong or N/R	
Name	2	1	0	
Address	2	1	0	
Phone Number	2	1	0	
Contact Name	2	1	0	
Contact Number	2	1	0	
Total				
3. Follows Direction	Independent	Cued/Repeated	Physical Prompt	
Come with	2	1	0	
Arrows	2	1	0	
Sit	2	1	0	
Total				
4/32. Monitors time (ignore 1 early response)	Indepen./Accur. 4	Cued/Correct or Indep./Delay 2	Perseverates or Incorrect 0	
33. Back to Waiting Room	Indepen./Accur. 4	Cued 2	> 1 Prompt 0	
TOTALS				Total A

B. Simple Trip	Initial	Retrain	Fail	Total
5. Bus Stop	4	2	0	
6. Bus	4	2	0	
7a. I. D. Driver	4	2	0	
7b. Show Pass	4	2	0	
8a. I.D. Stop	4	2	0	
8b. Ring Bell	4	2	0	
9. Learns Route	4	2	0	
Chain	Pass		Fail	
10. Bus	2		0	
11a. I.D. Driver	2		0	
11b. Show Pass	2		0	
12a. I.D. Stop	2		0	
12b. Ring Bell	2		0	
13. Learns Route	2		0	
				Total B
TOTALS				

C. Travel Skills	Correct	Partial	Incorrect/None	Total
14. Seat Selection				
a	1		0	
b	1		0	
c	1	.5	0	
d	1	.5	0	Total
15. Sitting				
a	1		0	
b	1		0	
c	1		0	
d	1		0	Total
16. Stranger	4	2	0	Total
17. Clothes	Best	Adequate	Inadequate	
a	2	1	0	
b	2	1	0	Total
18. Waiting at Stop	Spontaneous		Incorrect/None	
	2		0	Total
19. Crossing				
a	2		0	
b	2		0	
c	2		0	
d	2		0	
e	2		0	
f	2		0	Total
20. Lost on Bus	Lost and Spontaneously Asks driver	Cued Ask driver	Inadequate	
	4	2	0	Total
21. Where to get help				
a	2		0	
b	2		0	
c	2		0	
d	2		0	
e	2		0	
f	2		0	Total
22. Ask for help	Spontaneous	1 Cue > 1 Cue	Inadequate	
	4	2 1	0	Total
				TOTAL C
TOTALS	A	+B	+C	A+B+C

				A+B+C TOTAL
D. Complex Trip	Initial	Retrain	Fail	
23. Transfer Stop	2	1	0	
24. Transfer Bus	2	1	0	
25. Transfer Deboard	2	1	0	
Transfer Chain		Chain	Fail	
26. 1 st bus		4	0	
27. 1 st deboard		4	0	
28. Route		4	0	
29. Transfer Stop		4	0	
30. Transfer Bus		4	0	
31. Transfer Deboard		4	0	
TOTALS				TOTAL D
				GRAND TOTAL

FACTS RESPONSE SHEET

APPLICANT NAME _____

DATE _____

ASSESSER _____

	<u>Appropriate Verbal</u>	<u>Appropriate Non Verbal</u>	<u>Inappropriate Verbal</u>	<u>Inappropriate Non Verbal</u>	<u>No Response</u>
1. Responds to Greetings	_____	_____	_____	_____	_____
2. Provides I.D.		<u>Appropriate</u>	<u>Wrong or Unintelligible</u>	<u>No Response</u>	<u>From Informant</u>
Name		_____	_____	_____	_____
Address		_____	_____	_____	_____
Phone Number		_____	_____	_____	_____
Contact Name		_____	_____	_____	_____
Contact Number		_____	_____	_____	_____
3a. Follows Simple Directions		<u>Independent</u>	<u>With Cue Repetition</u>	<u>Physical Prompt</u>	
Come with me		_____	_____	_____	
Follows arrows		_____	_____	_____	
Please sit there		_____	_____	_____	
4. Monitors Time		<u>Independent</u>	<u>With Cue</u>	<u>Inappropriate</u>	
Checks time		_____	_____	_____	
Judges lateness		_____	_____	_____	
5. Selects Bus Stop Sign	<i>Let's be sure you know where to get on the bus...</i>				
	<u>Stop Sign</u>	<u>Watch Children</u>	<u>Real Estate</u>	<u>Bus Stop</u>	<u>Wrong Way</u>
Initial	_____	_____	_____	_____	_____
Retrain	_____	_____	_____	_____	_____

Today I will try to teach you what you would have to do if you wanted to take the bus to get to McDonald's...

6. I.D. First Bus (91A)	<u>77G</u>	<u>1A</u>	<u>91A</u>	<u>67A</u>	<u>71B</u>
Initial	_____	_____	_____	_____	_____
Retrain	_____	_____	_____	_____	_____
	<u>Male</u> <u>Passenger</u>	<u>Driver</u>	<u>Instructor</u>	<u>Female</u> <u>Passenger</u>	<u>Female</u> <u>Passenger</u>
7a. I. D. Driver					
Initial	_____	_____	_____	_____	_____
Retrain	_____	_____	_____	_____	_____
7b. Show Pass					
Initial	_____	_____	_____	_____	_____
Retrain	_____	_____	_____	_____	_____
	<u>King's</u>	<u>Car Wash</u>	<u>Power Plant</u>	<u>Sheetz</u>	<u>Church</u>
8a. Select 1st Deboard					
Initial	_____	_____	_____	_____	_____
Retrain	_____	_____	_____	_____	_____
8b. Ring Bell					
Initial	_____	_____	_____	_____	_____
Retrain	_____	_____	_____	_____	_____
	<u>Church</u>	<u>Gas Station</u>	<u>Playground</u>	<u>Grocery</u>	<u>McDonald's</u>
9. Route					
Initial	_____	_____	_____	_____	_____
Retrain	_____	_____	_____	_____	_____

You have been doing a good job...Now I would like to see if you can do all the things you need to remember to take that bus trip to McDonald's that we have been practicing. I would like you to...

AUDIO TAPE: Repeat Entire Sequence. Reset slides to beginning of second segment.

10. Repeat 1st Bus I.D.	<u>77G</u>	<u>1A</u>	<u>91A</u>	<u>67A</u>	<u>71B</u>
	_____	_____	_____	_____	_____
	<u>Male Passenger</u>	<u>Driver</u>	<u>Instructor</u>	<u>Female Passenger</u>	<u>Female Passenger</u>
11. Repeat Driver I.D.	_____	_____	_____	_____	_____
Present Pass	_____	_____	_____	_____	_____
	<u>King's</u>	<u>Car Wash</u>	<u>Power Plant</u>	<u>Sheetz</u>	<u>Church</u>
12. Repeats 1st Deboard	_____	_____	_____	_____	_____
Repeat Ring Bell	_____	_____	_____	_____	_____
13. Repeats Route	<u>Church</u>	<u>Gas Station</u>	<u>Playground</u>	<u>Grocery</u>	<u>McDonald's</u>
	_____	_____	_____	_____	_____

REMOVE TAPE

14. Seat Selection	<u>Correct</u>	<u>Incorrect</u>	<u>No Response</u>
Empty Bench	_____	_____	_____
Bench with Passenger	_____	_____	_____
Passenger with Coats	_____	_____	_____

What to do: _____

Window Seat _____

What to do: _____

15. Sitting Correctly: *Of these pictures, whose doing the right kind of sitting?*

	<u>Correct</u>	<u>Incorrect</u>	<u>No Response</u>
a. Awake/Asleep	_____	_____	_____
b. Stand/Sit	_____	_____	_____
c. Smoking/Not	_____	_____	_____
d. Feet Up/Down	_____	_____	_____

16. Approached by Stranger

<u>Correct</u>	<u>Cued</u>	<u>Incorrect</u>	<u>No Response</u>
_____	_____	_____	_____

17. Dressed Correctly: *Which clothes should they wear on a day like today?*

	<u>Best</u>	<u>Worst</u>	<u>Adequate</u>
Woman	_____	_____	_____
Man	_____	_____	_____

18. Wait at Bus Stop Too Far Wrong Sign Correct No Response

_____	_____	_____	_____
-------	-------	-------	-------

19. Crossing: *Which picture shows the safe time to cross?*

	<u>Correct</u>	<u>Incorrect</u>	<u>No Response</u>
a. Uncontrolled no traffic/light	_____	_____	_____
b. Pedes. Green/red	_____	_____	_____
c. No pedes. Green/red	_____	_____	_____
d. No pedes. Green/yellow	_____	_____	_____
e. Stop Sign traffic/no traffic	_____	_____	_____
f. Walk/Don't	_____	_____	_____

20. Lost on Bus

- a. *Let's say you are taking the bus to go to the McDonald's. You are ready to get off the bus at the church. But when you ring the bell and go to the front of the bus you see this...What should you do?*

Verbal Response:

Non Verbal:

- b. *When you look out the window by the driver you see that you don't know where you are. If you get off here you will be lost. What should you do?*

How could you ask for help?

21. Lost off bus: *Which is the best place go to for help?*

	<u>Correct</u>	<u>Incorrect</u>	<u>No Response</u>
a. Grocery/Water Plant	_____	_____	_____
b. Drug Store/House	_____	_____	_____
c. Alley/Hotel	_____	_____	_____
d. Taco Bell/Closed Bldg.	_____	_____	_____
e. Alley/People at Stop	_____	_____	_____
f. Police Officer/Driver	_____	_____	_____

22. Asking for help: *If you were not sure where to go, and you saw this police officer, what would you do?*

If the response indicates a clear request for directions or indicates that applicant is lost, give full credit.

Cue: (if necessary) *What if the officer said: "Is there a problem?"*

If no response or ambiguous response, try following cues as needed to elicit functional response.

Cue: (if necessary) *"How can I help you?"*

Cue: (if necessary) *"Can you show me something with your name and address on it?"*

NB: If applicant failed 2 or more key parts of 1st sequenced trip (pick bus, deboard, routes) or failed on sequence one part that was never learned after retraining, skip to Item 31 CHECKING TIME.

Intro - Transfer trip

Sometimes you might need to take two buses to get where you want to go. Let's say that after you took your first bus, the 91A to get to McDonald's, you want to go to the movies. So now you will have to take a different bus. I'll show you how to take this second bus trip.

23. I.D. Transfer Bus

Stop	<u>McDonald's</u>	<u>w/Shrubs</u>	<u>Crowd</u>	<u>Bank</u>	<u>Restaurant</u>
Initial	_____	_____	_____	_____	_____
Retrain	_____	_____	_____	_____	_____
	<u>93A</u>	<u>5C</u>	<u>1C</u>	<u>91A</u>	<u>3C</u>

24. I.D. Transfer Bus (3-C)

Initial	_____	_____	_____	_____	_____
If 91A is chosen, provide explanation					
Retrain	_____	_____	_____	_____	_____

25. I.D. Transfer

Deboard	<u>George Aiken's</u>	<u>Church</u>	<u>Movies</u>	<u>Bank</u>	<u>Restaurant</u>
Initial	_____	_____	_____	_____	_____
Retrain	_____	_____	_____	_____	_____

If applicant failed, after retraining, to I.D. transfer bus stop, transfer bus, or transfer deboard, do not attempt sequence. Proceed to ITEM 31 CHECKING TIME... Otherwise, continue with sequence.

Now I want to see if you can do all the things you would need to do if you took a bus to the church, walked to McDonald's then took a second bus to go to the movies

INSERT AUDIO TAPE:

	<u>77G</u>	<u>1A</u>	<u>91A</u>	<u>67A</u>	<u>71B</u>
26. Final I.D. 1st Bus	_____	_____	_____	_____	_____

Now you are on the first bus. Watch for where you need to get off.

	<u>King's</u>	<u>Car Wash</u>	<u>Power Plant</u>	<u>Sheetz</u>	<u>Church</u>
27. Final 1st Deboard	_____	_____	_____	_____	_____

Now you are off the bus, and you need to walk to McDonald's.

	<u>Church</u>	<u>Gas Station</u>	<u>Playground</u>	<u>Grocery</u>	<u>McDonald's</u>
28. Final Route	_____	_____	_____	_____	_____
	<u>McDonald's</u>	<u>Sidewalk w/Shrubs</u>	<u>Downtown Crowd</u>	<u>Bank</u>	<u>Restaurant</u>
29. Final I.D. 2nd Bus Stop	_____	_____	_____	_____	_____

Now show me the bus that will take you to the movies.

	<u>93A</u>	<u>5C</u>	<u>1C</u>	<u>91A</u>	<u>3C</u>
30. Final I.D. Transfer Bus	_____	_____	_____	_____	_____

Now you are on the second bus. Tell me where you want to get off.

	<u>George Aiken's</u>	<u>Church</u>	<u>Movies</u>	<u>Bank</u>	<u>Restaurant</u>
31. Final Transfer Deboard	_____	_____	_____	_____	_____

ITEM 32. Checking Time

	<u>Approp.</u>	<u>Early</u>	<u>Late</u>	<u>Persev.</u>	<u>No Response</u>
--	----------------	--------------	-------------	----------------	--------------------

Self initiate time check	_____	_____	_____	_____	_____
--------------------------	-------	-------	-------	-------	-------

Cued time check	<u>Correct</u>	<u>Incorrect</u>	<u>No Response</u>
-----------------	----------------	------------------	--------------------

Did we finish on time?	_____	_____	_____
------------------------	-------	-------	-------

Are we late?	_____	_____	_____
--------------	-------	-------	-------

ITEM 33.

<u>Verbal Independent</u>	<u>Physical Cue</u>	<u>Prompt</u>
-------------------------------	-------------------------	---------------

Find a way back to elevator	_____	_____	_____
--------------------------------	-------	-------	-------

BEHAVIORAL CHECKLIST

Easily Agitated:	Y	N	Frequent Redirection:	Y	N
Unresponsive:	Y	N	Distractible:	Y	N
Nonverbal:	Y	N	Interrupts Repeatedly:	Y	N
Inappropriate Behavior:	Y	N	Inappropriate Vocalization:	Y	N
Stereotypical Behaviors:	Y	N	Stereotypical Vocalization:	Y	N
Unintelligible Speech:	Y	N	Other: Specify	_____	

Comments:



Date of Examination _____ Examiner _____
Name _____ Age _____ Years of School Completed _____

Instructions: Words in boldface type should be read aloud clearly and slowly to the examinee. Item substitutions appear in parentheses. Administration should be conducted privately and in the examinee's primary language. Circle 0 if the response is incorrect, or 1 if the response is correct. Begin by asking the following two questions:

Do you have any trouble with your memory?

May I ask you some questions about your memory?

ORIENTATION TO TIME

	RESPONSE	SCORE (circle one)
What is the... year?	_____	0 1
season?	_____	0 1
month of the year?	_____	0 1
day of the week?	_____	0 1
date?	_____	0 1

ORIENTATION TO PLACE*

Where are we now? What is the... state (province)?	_____	0 1
county (or city/town)?	_____	0 1
city/town (or part of city/neighborhood)?	_____	0 1
building (name or type)?	_____	0 1
floor of the building (room number or address)?	_____	0 1

*Alternative place words that are appropriate for the setting and increasingly precise may be substituted and noted.

REGISTRATION*

Listen carefully. I am going to say three words. You say them back after I stop. Ready?
Here they are... APPLE [pause], PENNY [pause], TABLE [pause]. Now repeat those words back to me.
[Repeat up to 5 times, but score only the first trial.]

APPLE	_____	0 1
PENNY	_____	0 1
TABLE	_____	0 1

Now keep those words in mind. I am going to ask you to say them again in a few minutes.

*Alternative word sets (e.g., PONY, QUARTER, ORANGE) may be substituted and noted when retesting an examinee.

ATTENTION AND CALCULATION [Serial 7s]*

Now I'd like you to subtract 7 from 100. Then keep subtracting 7 from each answer until I tell you to stop.

What is 100 take away 7?	[93]	_____	0 1
If needed, say: Keep going.	[86]	_____	0 1
If needed, say: Keep going.	[79]	_____	0 1
If needed, say: Keep going.	[72]	_____	0 1
If needed, say: Keep going.	[65]	_____	0 1

*Alternative item (WORLD backward) should only be administered if the examinee refuses to perform the Serial 7s task. →

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Substitute and score this item only if the examinee refuses to perform the Serial 7s task.

Spell WORLD forward, then backward.

Correct forward spelling if misspelled,
but score only the backward spelling.

(D = 1) (L = 1) (R = 1) (O = 1) (W = 1) _____
(0 to 5)

RECALL

RESPONSE

SCORE
(circle one)

What were those three words I asked you to remember? [Do not offer any hints.]

APPLE	_____	0	1
PENNY	_____	0	1
TABLE	_____	0	1

NAMING*

What is this? [Point to a pencil or pen.]

_____ 0 1

What is this? [Point to a watch.]

_____ 0 1

*Alternative common objects (e.g., eyeglasses, chair, keys) may be substituted and noted.

REPETITION

Now I am going to ask you to repeat what I say. Ready? "NO IFS, ANDS, OR BUTS." Now you say that.
[Repeat up to 5 times, but score only the first trial.]

NO IFS, ANDS, OR BUTS. _____ 0 1

Detach the next page along the lengthwise perforation, and then tear it in half along the horizontal perforation. Use the upper half of the page (blank) for the Comprehension, Writing, and Drawing items that follow. Use the lower half of the page as a stimulus form for the Reading ("CLOSE YOUR EYES") and Drawing (intersecting pentagons) items.

COMPREHENSION

Listen carefully because I am going to ask you to do something.

Take this paper in your right hand [pause], **fold it in half** [pause], **and put it on the floor (or table).**

TAKE IN RIGHT HAND	_____	0	1
FOLD IN HALF	_____	0	1
PUT ON FLOOR (or TABLE)	_____	0	1

READING

Please read this and do what it says. [Show examinee the words on the stimulus form.]

CLOSE YOUR EYES _____ 0 1

WRITING

Please write a sentence. [If examinee does not respond, say: **Write about the weather.**]

0 1

Place the blank piece of paper (unfolded) in front of the examinee and provide a pen or pencil. Score 1 point if the sentence is comprehensible and contains a subject and a verb. Ignore errors in grammar or spelling.

DRAWING

Please copy this design. [Display the intersecting pentagons on the stimulus form.]

0 1

Score 1 point if the drawing consists of two 5-sided figures that intersect to form a 4-sided figure.

Assessment of level of consciousness.

Total Score = _____ (Sum all item scores.) (30 points max.)

Alert/
Responsive

Drowsy

Stuporous

Comatose/
Unresponsive

CLOSE YOUR EYES

