



Capital Area Transportation Authority

CTC SECURITY SERVICES

Request for Proposal – Project # 2022-135

SCHEDULE OF ACTIVITIES

RFP Released:	August 22, 2022
Written Questions Due to CATA:	August 29, 2022 @ 11:00 A.M. Eastern Time
Pre-Proposal Meeting: <i>(See to Section I-I, Pre-Proposal Meeting for additional details)</i>	August 31, 2022 @ 10:00 A.M. Eastern Time
CATA's Responses to Questions Released:	September 12, 2022
Electronic Submission via email of Proposals and Due Date: <i>(See Section I-J Proposals for further instructions)</i>	Electronic Submission via email by 11:00 A.M. Eastern Time on September 26, 2022
Anticipated Award Date:	November 2022

Released on: August 22, 2022

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Capital Area Transportation Authority

CTC SECURITY SERVICES

Request for Proposal - Project # 2022-135

SECTION I: PROCUREMENT PROCESS

I-A Issuing Office

This Request for Proposal ("RFP") is issued by Capital Area Transportation Authority ("CATA"), 4615 Tranter Street, Lansing, MI 48910.

All communications regarding this project during the procurement process must be emailed to CATA's Purchasing & Contracts Department:

Ms. Nicole Wilson
Purchasing and Contracts Manager
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910
E-mail: nwilson@cata.org

I-B Project Management

The person designated to perform as CATA's Project Manager **AFTER AWARD** of the Project is named below. **This person is not to be contacted by Respondents prior to award.** The only CATA contact during the RFP process is CATA's Purchasing and Contracts Employee named above.

Ms. Margaret Stephens
Customer Experience Manager
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910

I-C Project Oversight

The oversight of this CATA Project is the responsibility of the CATA Project Manager, or her designee, named in Project Management Section I-B above.

The Contractor will be required to work with CATA staff and service agencies as directed by CATA throughout the duration of the Contract.

I-D Incurring Costs

CATA is not liable for any cost incurred by any party prior to signing of a contract with that party and then only upon written authorization from CATA to proceed with the project.

I-E Contract Term

The term of proposed contract will commence January 1, 2023 and continue for a three (3) year period through December 31, 2025. CATA shall thereafter have two (2), one (1) year options to extend the contract term.

I-F Contract Extension

CATA reserves the right to extend the term of any contract resulting from this RFP as outlined above. Any extension will be in writing and must be mutually agreed to by both CATA and the Primary Contractor.

I-G Type of Contract

CATA reserves the right to award without scheduling a pre-proposal meeting or providing a short-list of Contractors or hold short-list interviews or presentations. The award of this solicitation will result in a Fixed Rate Contract.

I-H Questions/Explanations/Changes to the RFP

It is the desire of CATA to provide the same information to all interested parties to ensure fairness and impartiality in the procurement process. To that end, CATA will not respond to telephone inquiries or personal visits. Visitation by respondents or their representatives may be made to CATA only at the pre-proposal meeting, if held. All questions or request for further explanation or interpretation are to be submitted in writing. Submit written questions or inquiries (via U.S. postal service or e-mail) to the CATA Purchasing & Contracts Department at the address indicated in Section I-A above no later than the date and time indicated on the Schedule of Activities above. Any changes made to this RFP, in response to the questions or concerns raised in any scheduled pre-proposal meeting or through correspondence received by CATA prior to the pre-proposal meeting, will be put in writing to all firms attending any scheduled pre-proposal meeting or otherwise indicating an interest in this project and posted on CATA's website by the date stated on the above Schedule of Activities page. No changes will be made in the RFP after such changes/answers are distributed.

I-I Pre-Proposal Meeting

See *Schedule of Activities* page above for date and time of any Pre-Proposal Meeting scheduled for this RFP. The purpose of this meeting is to discuss with prospective contractors the work to be performed and to answer questions about this RFP. The pre-proposal meeting is for information only; vendor attendance is not mandatory. **However, interested vendors are strongly encouraged to attend.**

The pre-proposal meeting will begin with a site walk-thru at the 10:00 A.M. Eastern Time at CATA Transportation Center (CTC), 420 South Grand Avenue, Lansing. The Purchasing and Contracts Manager will meet the vendors in the atrium to conduct a site walk-thru of the building. For this pre-proposal meeting only, vendors will be permitted to park in the lot across the street from the main entrance of the CTC building at no charge (*See Exhibit 9*).

I-J Proposals

To be considered for award, each respondent must submit a complete response to the RFP, using the designated format (if any) and accepting the requirements of Sections II and III below. Proposals are to be submitted only to CATA. No other distributions of proposals are to be made. An official authorized to bind the respondent to the proposal must sign the proposal in ink. Submission of a proposal shall bind the respondent to all provisions of the proposal, including costs, for a period extending not less than one hundred eighty (180) days following the Proposal Due Date, which is stated in the Schedule of Activities above. Submit the number of proposal copies per the directions indicated on the *Schedule of Activities* page above. Proposals, including pricing schedules, must be submitted to CATA by the time and date set as the Proposal Due Date indicated on the *Schedule of Activities* page above. The respondent is solely responsible for the timely delivery of the proposal to CATA. Except as provided below, late proposals will not be considered.

Late proposals which are received after the Proposal Due Date may be considered, if the respondent establishes to CATA's satisfaction within five (5) days of the Proposal Due Date that the delay was due to an independent event outside the control of respondent, such as acts of God or the public enemy, war, national emergency, labor strikes. All proposals submitted in response to this RFP will become the property of CATA and will not be returned to the respondent.

All bidders should submit their proposal via email to nwilson@cata.org, and the subject line must state:

- i. PROPOSAL SUBMISSION – RFP 2022-135 – CTC Security Services

PRIOR TO SUBMITTING, please ensure you have all the required documents attached in Word, Excel, or Adobe Acrobat format ONLY.

1. Failure to attach the required documents will cause your submission to be declared NON-RESPONSIVE.

2. BIDDERS are still required to complete and submit the proposal forms as specified in the solicitation.
- ii. Do not copy any other CATA employee on the email of your Electronic Submission, as we want to ensure that the integrity of the process is maintained.
 - iii. Emails sent to other email addresses may be considered NON-RESPONSIVE and not considered during the proposal review.
 - a. All emails must be received by 11:00 A.M. Eastern Time on Monday, September 26, 2022. Emails received at 11:01 A.M. Eastern Time or later, will be considered late submissions and deemed NON-RESPONSIVE.
 - b. CATA email accepts up to 50MB, it is the vendor's responsibility to ensure that their proposal do not exceed 50MB.
 - c. Vendors will receive an email confirmation from CATA that their proposal has been received.
 - d. Please note, this is NOT a permanent policy change and electronic submissions will not be accepted unless expressly directed within the Specified Solicitation by CATA.
 - e. Ensure you have Up-To-Date Information Regarding this Solicitation; Please visit www.cata.org.

I-K Proposal Requirements

Proposing firms/organizations shall include a detailed proposal. Emphasis should be on completeness and clarity of content. Proposing firms/organizations are expected to examine the specifications, standard provisions, and all instructions and requirements of this RFP and respond accordingly. The apparent silence of any specification or detail or the apparent omission of any detail concerning any point shall be regarded as meaning only that the best commercial practice is to prevail. CATA reserves the right not to consider any proposals deemed non-responsive to the requests in this RFP.

Proposals shall be submitted in binder format with tabs labeled as follows:

Cover letter

The proposal must include a cover letter which identifies the proposing firm/organization, mailing address, contact person, email address and telephone number. The cover letter must acknowledge the receipt of all addenda issued to this RFP, and be signed by the individual who is authorized to negotiate and execute a contract on behalf of the proposing firm/organization.

Pricing form and benefit analysis

The price proposal must include the cost for services described herein. Proposed costs must be submitted on the enclosed Pricing Form (*See Exhibit 7*).

The price proposal must include the cost for daily services described herein and the cost for additional security services. Proposed costs must be submitted on the enclosed Pricing Form (*See Exhibit 7*) and Benefits Analysis (*See Exhibit 8*). **Exhibit 7 and Exhibit 8, the Pricing Form and Benefits Analysis Form must be completed and returned with your proposal.**

Firms shall give these costs for each year of the five (5) years.

Qualifications of firm/organization

Each proposer must provide a narrative description of its organization including its legal status, state of incorporation or organization, authority and/or licenses to operate. The description shall outline the major business functions, history, and organizational structure. Information will include the average length of employment, average turnover rate of security officers for the local branch office for the previous two (2) years.

Proposers must submit certificates of company liability insurance and worker's compensation insurance.

Qualifications of Staff

Each proposer must specifically identify by name, and describe the experience and qualifications of, the most senior individual on site who will have local management responsibility for the implementation of service, and/or staff who will act as liaison to CTC.

Provide through resume or other means an overview of the person's qualifications including former duties, length of time in each previous assignment, educational background and current job description. The proposer shall submit details regarding staff compensation packages (including benefits) and its program for retaining employees.

Description of services/equipment to be provided

Each proposer must provide a description of services and equipment to be provided as outlined in Section II-C, Scope of Work.

Training Plan

Efficient, courteous operation of security services requires properly trained workers in each position. Proposer shall submit the training program it will use to ensure that the employees contracted to CTC are properly trained in the performance of their duties, together with its proposed training schedule and training content. In addition, proposer shall address refresher training, frequency and content, and how employees entering positions due to turnover will be properly trained. This should include, but not be limited to, police academy training, CPR, First Aid, etc.

Proposer should also submit training provided to assist officers on how to recognize mental health disorders, cognitive disabilities, drug and alcohol addiction and recovery and then assisting persons with these types of challenges with empathy, care, compassion and safety.

Reference

The proposal lists three (3) company references that will confirm vendor's capability to successfully complete the scope of work within the last five (5) years. Firm is requested to provide a list of contracts that are similar to CATA. CATA reserves the right to contact any or all of the listed references (*See Attachment C*).

Operations manual/employee handbook

Provide a current operations manual/employee handbook

I-L Acceptance of Proposal Content

The contents of this RFP, its attachments, and the proposal will become contractual obligations if a contract ensues. Failure of the successful respondent to accept these obligations may result in elimination of the respondent from the selection process. CATA further reserves the right to interview the key personnel assigned by the successful respondent to this project and to recommend reassignment of personnel deemed unsatisfactory by CATA.

I-M Economy of Presentation

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements and objectives of this RFP. Emphasis should be on completeness and clarity of content.

I-N Primary Contractor Responsibilities

The selected contractor(s) (Primary Contractor) will be required to assume responsibility for all services offered in its proposal whether or not the contractor performs them. Further, CATA will consider the selected respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

If any part of the work is to be subcontracted: All subcontracted work to which costs will be passed through CATA or outside services must comply with CATA's procurement procedures. All bidding summary sheets must be attached to subcontractor receipts/invoices and sent to CATA. Any sole-source awards must be documented, and this documentation must be attached to the invoice submitted to CATA.

The primary contractor is responsible for adherence by the subcontractors to all provisions of the contract. CATA must review and approve, in writing, all subcontractors. All subcontractors must be included in the initial proposal with descriptions of the firm's qualifications and the qualifications of the key individuals assigned to this project. The primary contractor is responsible for any subcontractor's project quality and performance in meeting deadlines.

I-O Other Duties Assigned by CATA

Because of the nature of this project, CATA is unable to determine all possible work components and tasks to be completed. The Contractor may be asked to provide additional services not outlined in this RFP. When additional duties beyond those outlined in this RFP and in the Contractor's proposal are identified, CATA and the contractor will discuss the contractor's ability to complete this work. If CATA determines the contractor should conduct the additional work, the contractor will provide a Request for a Task Order describing the work to be done and all associated costs. A written task order will then be issued by CATA.

I-P Selection Criteria

Responses to this RFP will be evaluated based upon the following factors as presented in the respondent's proposal. The criteria used to evaluate the proposals are provided below and are listed in order of importance. CATA will evaluate responses for the contractor whose proposal is most advantageous to CATA based upon all the factors listed below and also including, but not limited to, responsiveness during the RFP process, demonstrated technical ability and expertise, financial stability, reference recommendations, and presentations (if applicable). Any one factor would suffice to determine if a potential contractor would be most advantageous to CATA. Price is relatively less important than the other criteria as a whole. Therefore, the contract may be awarded to a firm which is not necessarily the low bidder.

1. Project Understanding and Approach

- The proposal should demonstrate an understanding of the work to be completed for the following:
 - Staffing plan that ensures adequate officer and supervisor coverage at all times.
 - i. Address the number of officers per shift
 - ii. Address the number of Lead Officers per shift
 - iii. Address the number of Supervisors per shift
 - iv. Provide in detail how your agency determined the staffing levels for CATA.
 - Pay and compensation package that is competitive enough to recruit and retain quality personnel.
 - Experience with assisting and de-escalating a diverse customer base to include persons with special needs, disadvantaged populations, etc.
- The proposal must not add additional terms or conditions which would materially conflict with CATA's requirements stated in the RFP.
- CATA will evaluate Contractor's ability, capacity, and skill to perform the services required.
- The proposal must provide detailed response to each item in the Scope of Work demonstrating Contractor's understanding and ability to satisfactorily perform each item.

2. Qualifications of the Firm/Organization and Staff

- The proposal must include a narrative description of the responding organization.
- The proposal must include the Contractor's general qualifications.
- The proposal must include the Contractor's length of time in business.
- The proposal must include the Contractor's certificate of insurance.
- The proposal must include the key individuals from the responding organization to be assigned to CATA.
- Explain the corporate culture and leadership style that drives high performance from front line employees.

3. Price/Cost

- The pricing form shall include all price for services provided.
- The pricing form is complete accurately.

4. Experience of the Firm with Similar Projects

- The proposal lists three (3) company references that illustrate the Contractor's past record of performance on similar projects.
- The proposal demonstrates relevant experience and expertise as stated in the scope of work. CATA will evaluate the quality of performance of any previous services or contracts of the proposed Contractor.

5. Completeness and Responsiveness of Proposal to RFP

- Proposer has met all submittal requirements.
- The proposal is thorough, visual and easily understandable.

Overall evaluation of the proposal and the vendor, including with respect to vendor, satisfactory references, legal status and compliance, experience with other projects and procurements, and other matters of concern.

CATA will constitute an ad hoc committee to evaluate all proposals. The firm(s) determined to be the most highly qualified based on the submitted proposal and any oral presentation may be asked to enter final negotiations. If the most qualified firm is unable to consummate agreement with CATA, then the next most qualified firm will be considered for award, and so on.

CATA will evaluate proposal criteria on a best value basis which considers both price and the above technical factors to determine the offer that is most advantageous and presents CATA with the best overall value (not necessarily just the lowest price).

The cost basis for the proposal will be used to evaluate the price proposal. Price will be evaluated in comparison to the above technical factors in the group.

Respondents may be required to update their proposals in writing if clarification or additional information is needed. Inquiries may be made of Respondents concerning their proposals. At any time during this process, CATA reserves the right to re-bid, award, or cancel the project, as CATA determines.

I-Q Oral Presentation

Not Applicable.

I-R Independent Price Determination

By submission of a proposal, the respondent certifies or, in the case of a joint proposal, each party thereto certifies as to its own organization, in connection with this proposal:

1. The prices in the proposal have been determined independently and without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other respondent or with any competitor.
2. Unless otherwise required by law, the prices that have been quoted in the proposal have not been knowingly disclosed by the respondent prior to award directly or indirectly to any other respondent or to any competitor.
3. No attempt has been made or will be made by the respondent to induce any other persons or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that she/he:

- Is the person in the respondent's organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to the requirements indicated in the bullets above.

or

- Is not the person within the respondent's organization responsible for the decisions as to the pricing being offered in the proposal but has been authorized, in writing, to act as an agent for the persons responsible for such a decision and certifying that such persons have not participated (and will not participate) in any action contrary to the requirements indicated in the bullets above.

I-S Pricing and Payment

The Contractor shall submit a proper invoice to the address shown below. CATA reserves the right to return an invoice which is incomplete.

Invoices will be paid within 30 days from receipt of a proper invoice.

CATA
Attn: Accounts Payable
4615 Tranter Street
Lansing, MI 48910
Email: payables@cata.org

The invoice must contain the following information:

1. Invoice number
2. Time period covered by Invoice
3. Description of work completed
4. Contact person and phone number
5. Payment remit address

The Project Leader or designee will provide individual project budgets before any work is authorized to begin. The Contractor must keep project costs within that amount unless the Project Leader agrees to a change before costs are incurred. The vendor must list specific CATA-budgeted projects and activities for each item/service charged to CATA on invoices.

Agency invoices and subcontractor receipts/invoices should clearly show that no mark-up costs, commissions or sales taxes were incurred. CATA will not pay mark-up or tax on any outside services which are obtained by the Contractor on CATA's behalf. CATA will pay for outside services directly to avoid any mark-up or sales tax.

SECTION II: STATEMENT OF WORK

II-A Background

The Capital Area Transportation Authority (CATA) is a public transit authority that operates public transportation bus and paratransit services across metropolitan Lansing, Michigan. CATA's mission-critical employees, such as operators, are considered first responders because transit is designated as an essential service in times of crisis. CATA's service area includes all 559 square miles of Ingham County and extends into portions of Eaton County and Clinton County. CATA also provides services on the campus of Michigan State University. Founded in 1972, CATA has grown to provide service on 33 routes system-wide to nearly 11.1 million riders during fiscal year 2019.

As the region's public transportation provider, CATA operates four facilities in its service area. Headquartered in south Lansing, the Administrative Offices are home to the executive office; all administrative departments; and the bus storage facility, which houses CATA's directly operated fleet, maintenance, and operations. The CATA Transportation Center (CTC), located in downtown Lansing, is the central boarding hub and transfer point for 16 CATA routes, Indian Trails intercity bus services, the customer information center, and on-site security.

On MSU's campus, the MSU-CATA Transportation Center (MSU-CTC) is the main boarding center for CATA routes serving MSU and is adjacent to one of several campus parking ramps. As the region's primary multimodal transportation facility, the state-of-the-art Capital Area Multimodal Gateway, Operated by CATA, is the authority's newest facility. The Gateway offers seamless access to rail, intercity, regional and national bus lines, and local taxi services. The Gateway is served by three CATA fixed routes.

CATA currently utilizes one third-party contractor under a multi-year agreement to operate a portion of its paratransit operations.

II-B Objectives

In response to the challenges many organizations are facing due to factors such as supply chain challenges, economic conditions, workforce availability and the COVID-19 pandemic, CATA is releasing this RFP to ensure that we are able to maintain security coverage at our downtown transportation center by providing competitive pay and benefits for the employees performing this service while at the same time being able to cover overhead costs.

The existing contract was awarded to Charlesbrook Protection Services on July 1, 2019. Charlesbrook is the incumbent vendor.

The specific objectives for this Project are to secure a long-term contract for CTC Security Services located at the CATA Transportation Center (CTC) as follows:

- Provide physical security for the CATA Transportation Center, employees, and the public.
- Provide on-board security, if needed, on select bus routes.
- Build strong relations with the public, community, and law enforcement while constantly working to reduce criminal activity.
- Actively patrol the facility, primarily on foot, and monitor guest behavior. It is imperative to demonstrate that security is present and visibly patrolling the facility and vehicle activities.
- Coordinate and cooperate with law enforcement agencies, neighborhood associations, and business organizations to enhance community relations.
- Oversee and report facility and equipment issues.
- Ensure that preapproved recorded announcements are continuously played over the public announcement system.
- Equitably enforce CATA's rules while treating everyone with dignity and respect.
- Provide security personnel who are highly trained, work well independently, and have good judgment; de-escalation, problem solving and relational skills. Provide security supervisors with strong law enforcement and managerial proficiency.

- Provide physical security for other CATA locations such as our administrative office, Capital Area Multimodal Gateway and during monthly board meetings as requested.
- CATA security needs are subjective to change or may evolve based on varying conditions and factors. Any changes to the scope of work, necessitated by varying conditions and factors, will result in an amendment to the contract.

II-C Scope of Work

The successful Contractor must provide security guards, and guard supervision on **ALL** shifts at the CTC, on select buses (on-board guard) as needed, or to other assigned posts to ensure the safety and security of all members of the public and CATA personnel. The Contractor will also provide specific facility management services as described below. Security personnel will only be armed with defensive repellent (personal protection spray) and body cameras.

Specific Contractor duties include, but are not limited to:

- The successful Contractor shall provide all labor, supervision, and equipment necessary for complete and efficient security officer services for the CTC, its building, grounds, equipment and people using these facilities. The following equipment is required:
 - Defensive Repellent (Personal Protection Spray)
 - Body Cameras
 - Cell Phone
 - Disposable gloves
- The successful Contractor will conduct background checks at no cost to the prospective hire.
- Contractor will provide fully detailed weekly reports of incidents and banning activities for the preceding week by close of business each Monday.
- Contractor will provide a Monthly Performance Report no later than the tenth day of the month for the previous month. The Monthly Performance Report will contain the following information:
 - Number of officers that left working the site either voluntarily or non-voluntarily.
 - Average time to replace those officers.
 - Number of officers assigned to the CTC Site.
 - Number of officers late by five (5) minutes or more.
 - Dates and times when Contractor failed to meet required staffing level.
 - Community Partnership Activities
 - Bike Donation Pick-up dates and quantities
 - Ride Share services provided
 - Hotel/Shelter assistance
 - Miscellaneous services
- Contractor will be responsible for opening the CTC and disarming the security alarm.
- Contractor will be responsible for closing the CTC and setting the security alarm at designated times during the week as prescribed in the hours of operation.
- Security supervisor will be responsible for answering calls from Security Alarm contractor, sometimes outside of working times, and provide password to confirm disarming of alarm. Designated CATA staff must be notified if the alarm is triggered.
- Observe CATA procedures and rules, including regular and timely completion of security related forms (see Exhibits #1-6) which are subject to periodic review and revisions as warranted or deemed necessary by CATA and the Contractor.
- Monitor customer behavior and equitably enforce the CTC Rules (Exhibit #1). Monitoring customer behavior will be mainly accomplished through direct observation by officers patrolling the facility. This will also meet the desired goal of showing a

presence to the customers and employees. It is required that officers are actively patrolling the facility and vehicles as warranted.

- All security officers will successfully complete a minimum of two (2) eight (8) hour shifts of on-site training prior to permanent or temporary assignment to any CTC site at security firm's cost.
- Only security officers that have successfully completed the required minimum training will be allowed to work the CTC site. Any other personnel working on this site will not be invoiced to CTC.
- All security officers must have basic training on the use of fire suppression equipment, including fire extinguishers, prior to being assigned to this site.
- All security officers must be certified in Contractor-provided Adult CPR/AED and First Aid by an accredited training organization prior to assignment to the CTC. Certificates must be maintained and current for security officers working at the CTC. The Contractor shall provide copies of First Aid and CPR/AED Certificates to CATA's customer experience manager prior to the assignment of the security officer to the CTC. All certifications must be kept up to date at the cost of the contractor.
- All security officers must be trained in Contractor-provided MIOSHA approved Blood Borne Pathogens training prior to assignment to the CTC. Training in Blood Borne Pathogens must be maintained and current for all security officers assigned to the CTC. The Contractor shall provide copies of Blood Borne Pathogens training to CATA's customer experience manager prior to assignment of the security officer.
- All security officers should be able to recognize someone who may be experiencing a mental health episode, persons with different cognitive disabilities such as autism, experiencing homelessness, struggling with addiction and/or recovery or other warning signs and know what tools or resources to engage to assist with basic customer service concerns or deescalate an escalated person with special needs.
- Contractor is responsible for retraining or replacing contractor employees failing to uphold the listed duties at no cost to CATA.
- CATA is not responsible for any costs for Certification and/or Recertification Training including officer time while attending training.
- Ability to always maintain two-way radio communications with the CTC customer experience manager.
- Officers are required to cooperate with law enforcement and other emergency authorities to provide assistance in reporting and identifying trespassers and other individuals who have committed unwarranted or illegal acts against the CTC, its employees or guests visiting the facility.
- Perform security duties as an extension of CATA's customer experience team, providing assistance and support to all CATA employees and the public.
- On occasion, officers may need to schedule and pay for ride share services such as Uber or Lyft for customers who aren't able to utilize CATA services. There may also occasionally be a need for an officer to secure overnight accommodations for a stranded passenger or purchase an intercity bus ticket for a passenger. It is expected that officers will have the necessary resources to cover these costs based on the budgeted amount of \$500.00 annually, reimbursable by CATA via monthly billing.
 - Security supervisor will work with the CATA customer experience manager to define parameters of providing above mentioned services.
- Be highly visible and available to courteously and professionally answer or refer questions, comments and complaints from the public and CATA employees. Assist with problem-solving on behalf of all personnel, patrons and members of the public including situations involving injuries, assaults and emergencies.
- Monitoring, recognizing and appropriately responding to weather, physical and human threats and emergencies. Work with facilities manager to ensure that the CTC basement which serves as tornado shelters is clearly marked, remain clear of debris. Security personnel will manage these situations in accordance with CATA CTC Severe Weather Emergency Service Plan (See Exhibit #5).
- Review camera system and copy key images as requested or required by the customer experience manager, street supervisor, law enforcement personnel, and or director of marketing and customer experience.

- Show proficiency in the operation of the surveillance camera system, and utilize the system to monitor and document guest conduct while at the CTC. Acquire camera footage to identify those in violation of CTC rules and assist law enforcement in the identification and prosecution of criminal offenders.
- Cooperate, coordinate and strategize with CATA staff, neighborhood and business organizations, Lansing Police and area schools, including Lansing School District personnel.
- Contractor will cooperate fully with CATA to ensure regular communication by email and face-to-face meetings in accordance with an established schedule.
- Deny access to the CTC and bus service to individuals who have committed offenses according to the CATA Banning Guidelines (see Exhibits #1, 2, 3 and 4).
- Thoroughly and properly document all security-related activity through Security Incident Reports. Actively participate in investigations and resolution of security-related incidents and complaints. At a minimum, this includes a complete description of what happened, names including offenders, victims and witnesses, addresses, birth dates and pictures of appropriate individuals if available. Every report will be added to CATA's online ban book in a timely manner. Activities of a critical nature should be brought to the attention of the customer experience manager and director immediately upon occurrence.
- Provide security to employees walking to their parked vehicles.
- Monitor and utilize the camera surveillance system and report any operational issues to both the CATA customer experience manager, director of marketing and customer experience, and IT department.
- CATA provides an office and equipment such as furniture, a digital camera, phones, radios and computers for CATA business use only. The Contractor will be responsible for properly using and maintaining all CATA property in accordance with the CATA Technology Policy (see Exhibit #6). Repair or replacement of broken or lost items will depend on the circumstances leading to breakage or non-functionality, i.e., whether due to normal wear and tear or negligence. The purchasing and cost of all office supplies with the exception of printer toner, is the responsibility of the Contractor.
- Contractor to provide working cell phone to at least one guard per shift.
- Assign uniformed guards to ride along on select bus trips to monitor customer behavior and enforce the rules, in cooperation with the vehicle operator and CATA supervision, if requested.
- There will be times when an individual or representative will want to discuss security complaints, incidents and consequences. Security Contractor personnel will coordinate meetings with the CATA customer experience manager and be available and willing to discuss issues with individuals and their representatives to seek resolution.
- Monitor cash removal of two change machines as needed and assist CATA customer experience personnel with transfer of money from the information booth to call center cash room.
- Assist CATA's finance team when picking up or delivering cash and media.
- Assist with set-up and clean-up for special events at the CTC when needed.
- Assist with the storage and removal of bicycles in the basement of the CTC when requested as part of the customer experience lost and found process.
- Assist with snow removal and salting all entrances and building access ramp on Grand Avenue during emergency situation.
- CATA may require the vendor to perform investigations or security consulting services as needed.

Wages and Billable Hours

NOTE: These estimated hours include a period during the COVID 19 pandemic when ridership was lower than usual.

The estimated billable hours for the proposed contract are 17,700.

The estimated usage hours for fiscal year 2021 was 16,380.

The estimated billing cost for fiscal year 2021 was \$414,449.00.

Below is the current pay rate & bill rate for each position:

<u>Pay Rate</u>	<u>Bill Rate</u>	
Security Officer	\$16.50/hr.	\$20.88/hr.
Lead/Senior Officer	\$25.00/hr.	\$37.75/hr.
Supervisor	\$35.00/hr.	\$46.19/hr.

Hours and Days of Service

Current operating hours for the CTC are as follows:

Daily Monday through Friday – 6:00 a.m. to 1:00 a.m. Saturday – 7:00 a.m. – 1:00 a.m.

Sunday – 8:00 a.m. – 8:30 p.m.

Service dates and hours parameters may vary from those described above. The hours and days described may change according to conditions or funding.

Two security guards shall be assigned at all times, a supervisor or senior officer should be assigned to each shift, and the schedule will be agreed to by CATA. If the assigned guards are not available, it is the responsibility of the Contractor to ensure that all shifts are adequately staffed.

The Contractor will be responsible for notifying the CATA customer experience manager immediately if any manpower schedule cannot be met.

Security needs are influenced mainly by the Lansing School District (LSD) calendar; their calendar is available at <http://www.lansingschools.net>. It will be the Contractor's responsibility to ascertain the schedules for the Lansing School District as well as other area schools regarding holidays, breaks, half-days, and the school year beginning and end dates. Security coverage will be adjusted accordingly with prior notice to CATA.

Security services are to be provided 365 days per year including New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas when CATA buses are not operating.

Guards are needed for the inter-city carriers who operate on those holidays from 10:00 a.m. to 6:00 p.m. CATA service ends early on Christmas Eve, and New Year's Eve, therefore the guards would be assigned only until 8:30 p.m. on those dates.

Special Events

There are occasional special events when the CTC is a host site and that may require additional hours or manpower. The Contractor will be given adequate notice of these events and overtime will be acceptable when warranted in these situations.

Capital Area Multimodal Gateway (CAMG) 1240 S. Harrison Road, East Lansing

There may come a time when CATA will need to implement coverage at our multimodal gateway location to assist passengers traveling in the early morning and late evening hours outlined below. At that time, the following services will be needed:

- AM Shift – 7:00 AM – 1:00 AM Open internal doors to building providing access for Amtrak customers.
- Be available in the lobby to assist customers with a variety of customer service needs such as basic information on how to use Amtrak ticket kiosk, luggage tags and other general information.
- PM Shift – 8:00 – 11:00 PM Open internal doors near Amtrak boarding platform for passengers arriving on train who may need to use the restroom.
- Patrol building to ensure that no one is hiding in public restrooms attempting to spend the night in the building.
- Lock all internal doors to building, leaving on vestibules open overnight.

SECTION III: COMPLIANCE REQUIREMENTS

III-A FTA and MDOT Required Clauses

The contractor will comply with all relevant procurement and contract requirements of the Federal Transit Administration (“FTA”) and the Michigan Department of Transportation (“MDOT”). See, for example, FTA Best Practices Procurement Manual, Appendix A.1 and FTA Circular 4220.1F.

The website address of the Federal Transit Administration is www.fta.dot.gov.

The website address of the Michigan Department of Transportation is www.michigan.gov/mdot.

The contractor shall furnish to CATA upon request, certificates of compliance with all such laws, rules and regulations. The contractor shall, at its own expense, be responsible for obtaining all necessary permits and licenses required for performance of the contract.

All contractual provisions required by MDOT or mandated by FTA as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. The contractor shall not perform any act, fail to perform any act or refuse to comply with any CATA requests which would cause CATA or the contractor to be in violation of FTA or MDOT terms and conditions.

III-B Disadvantaged Business Enterprises

Disadvantaged Business Enterprises (“DBE”) are encouraged to bid on this project. Any applicable DBE firm’s certifications must be included in the proposal. Cost Proposals must list the amount and activity of service provided by the DBE firm, as applicable. Information on becoming certified as a Disadvantaged Business Enterprise is available from Michigan Department of Transportation (“MDOT”) at the following website address: http://www.michigan.gov/mdot/0,4616,7-151-9625_21539_23108---.00.html.

III-C Compliance with Laws

The contractor shall comply with all federal, state, and local laws, ordinances, rules, regulations, and orders, including, but not limited to:

1. Motor Carrier Safety Act, 1963 P A 181, as amended.
2. Motor Bus Transportation Act, 1982, P A 432, as amended.
3. Rules and Regulations of the Department of Transportation may promulgate to accomplish the purpose of 1990 P A 339.
4. Motor Safety Carrier Regulations, being 49 CFR, Parts 387, 390-393, 395-397, and 399 including appendices C, D, E, and G.
5. Drug-Free Workplace Act of 1988.
6. Procedures for Transportation Workplace Drug Testing Progress, 49 CFR 40.
7. Physical Qualification Requirements of 49 CFR 391.41 to 391.49.
8. Lobbying Disclosure Act of 1985, *attached*, must be signed by Respondent and included with proposal submission.
9. Iran Economic Sanctions Act Certificate per MCL 129.311 *et seq.*, *attached*, must be signed by Respondent and included in proposal submittal.
10. Non-Discrimination Clause per 49 CFR, Part 26.
11. Prohibition of Discrimination per 1976 P A 453, Public Acts of 1976.

Upon request, contractor shall furnish to CATA certificates of compliance with all such laws, rules and regulations. The contractor shall, at its own expense, be responsible for obtaining all necessary permits and licenses required for performance outlined in this RFP.

Information regarding the regulations listed above may be obtained from the Federal Motor Carrier Safety Administration at <https://www.fmcsa.dot.gov/>.

III-D Ownership

All original documents, calculations, and work product produced by contractor, whether produced on paper or electronic media or otherwise in performance of this Agreement, shall be the property of CATA. Contractor shall have the right to retain a copy of such documents, calculations, and work product. Contractor shall make available to CATA copies of all contractor correspondence, notes, and other papers relating to the work, upon request of CATA. All works of original authorship created in the scope of this Agreement are "works made for hire", as that term is used in connection with the U.S. Copyright Act. To the extent that by operation of law contractor retains any intellectual property rights to any work product, contractor hereby irrevocably assigns and licenses to CATA all right, title, and interest in such work product, including copyrights and patents, and agrees to execute such assignments and licenses as may be required in the opinion of CATA's legal counsel to confirm this provision. The work product produced by contractor in the performance of services under this agreement is intended for use by CATA solely for the purpose intended. Any use or reuse of such work product by CATA for any purpose other than its intended purpose shall be at the sole risk of CATA and without any liability or responsibility of contractor. To the extent that the work product produced by contractor contains standard design or construction details or other standardized material previously developed by contractor in its professional architectural, engineering, and planning practices, then contractor shall have the right to reuse any such material on other projects for other clients or persons without the prior knowledge or permission of CATA and without the payment of any compensation to CATA, provided that the reuse or continued use of such material contains no CATA identifying information or confidential information.

III-E News Releases

News releases pertaining to this RFP or the services, study, data, or project to which it relates will not be made without prior written CATA approval, and then only in accordance with the instructions from CATA's Executive Director.

III-F Audit and Inspection of Records

In the case of all negotiated contracts, and contracts for construction, reconstruction, or improvement of facilities and equipment which were entered into under other than competitive bidding procedures, the contractor agrees that the grantee, the Comptroller General of the United States, or any of their duly authorized representative shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records, and accounts with regard to the project. Further, the contractor agrees to maintain all required records for at least three (3) years after grantees make final payments and all other pending matters are closed.

III-G Complaints or Protests

CATA's Procurement Protest Procedures are available online at www.cata.org.

III-H Contractual Terms and Conditions

See attached Appendix A, CATA Standard Terms and Conditions, for details.

APPENDICES

- Appendix A: CATA Standard Terms and Conditions
- Appendix B: Prohibition of Discrimination in State Contracts
- Appendix C: Assurances That Recipients and Contractors Must Make
- Appendix D: Certificate of Lobbying
- Appendix E: Disadvantaged Business Enterprise Policy
- Appendix F: Iran Sanction Certificate
- Appendix G: Certification of Primary Contractor Regarding Debarment, Suspension and other Responsibility Matters
- Appendix H: Certification of Lower-Tier Participants (Sub-contractors) Regarding Debarment, Suspension and other Responsibility Matters

APPENDIX A

CAPITAL AREA TRANSPORTATION AUTHORITY STANDARD TERMS AND CONDITIONS OF PROCUREMENT

A. THE FOLLOWING TERMS AND CONDITIONS WILL BE A PART OF THE CONTRACT AWARDED.

1. **CHANGES.** CATA, at any time, by a written order, and without notice to the sureties, may make changes within the general scope of this contract, in (a) drawings, designs or specifications where the supplies to be furnished are specifically manufactured for CATA in accordance therewith; (b) method of shipment or packing; and (c) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by such order, an equitable adjustment shall be made by written modification of the contract. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided that CATA, if it decides that the facts justify the action, may receive and act upon any such claim if asserted prior to dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
2. **TERMINATION FOR DEFAULT.** CATA, by written notice, may terminate the contract awarded on the basis of this proposal, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages, including the excess cost of reprocurring similar supplies or services, provided, that if (a) it is determined for any reason that the Contractor was not in default or, (b) the Contractor's failure to perform is without his control, fault or negligence, the termination shall be deemed to be a termination for convenience under the following Paragraph 3.
3. **TERMINATION FOR CONVENIENCE.** CATA, by written notice, may terminate the contract, awarded on the basis of this proposal, in whole or in part, when it determines it is in the best interest of CATA. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with its auditable cost incurred at the time of notification of termination. To the extent that the contract is for services and is so terminated, CATA shall be liable only for payment in accordance with the payment provisions of the contract for services rendered to the effective date of termination.
4. **ADDITIONAL INFORMATION.** The Contractor shall promptly furnish any additional information requested by CATA relative to the equipment it proposes.
5. **SUPPLIER RESPONSIBILITY.** No advantage shall be taken by the Contractor or its Subcontractor in the omission of any part or detail which goes to make the equipment complete and operable for use by CATA. In case of any variance, this specification shall overrule Contractor or Subcontractor specifications. The Contractor shall assume responsibility for all materials used whether the same is manufactured by the Contractor or purchased ready made from a source outside Contractor's company. In the case of the replacement of a Subcontractor, the Contractor must, within five (5) working days, notify CATA in writing of the replacement and provide name, address, telephone number, and the type of service.
6. **DELIVERY.** Service and/or equipment will be delivered to Capital Area Transportation Authority, 4615 Tranter Street, Lansing, Michigan 48910. The Authority will assume custody of all property at one of its other locations, if so directed, in writing by CATA. Invoices shall be furnished with the delivery of each item. CATA reserves the right to inspect all deliveries or services before acceptance.
7. **BREACH OF CONTRACT.** If the Contractor shall fail, refuse or neglect to comply with the terms of these contract conditions, such failure shall be deemed a total breach of contract. Contractor shall be subject to all legal remedies that CATA may have and CATA may recover, in addition to any damages or costs relating to failure to comply, its reasonable attorneys' fees resulting from Contractor's breach.
8. **DISPUTES (AFTER BID AWARD).** Except as otherwise provided in the contract, any dispute concerning a question of fact arising under the contract which is not disposed of by agreement between CATA and Contractor shall be decided by CATA's Program Manager in writing, with a copy mailed or otherwise furnished to the Contractor. The decision of CATA shall be final and conclusive unless within ten (10) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to CATA a written appeal addressed to CATA's Chief Executive Officer for the determination of such appeal, which shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending a final decision of the dispute, the Contractor shall proceed diligently with the performance of the contract and in accordance with CATA's decision.
9. **DELIVERY EXTENSION AND DELAYS.** CATA reserves the right to extend, postpone or reschedule delivery in case the delivery of service equipment, under this contract, shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason of any cause or circumstance beyond the control of the Contractor, as detailed in writing by the Contractor, the time of completion or a delivery shall be extended by a number of days to be determined in each instance by CATA.
10. **INSTALLATION.** If specified, the Contractor shall install and place in operation, subject to approval by CATA, the equipment at the Contractor's expense within thirty (30) days from issuance of a notice to install issued by CATA.
11. **INSTALLATION EXTENSION AND DELAYS.** CATA reserves the right to extend, postpone, or reschedule installation in case the installation of equipment under this contract shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason or cause or circumstances beyond the control of the Contractor. The time of completion or installation shall be extended by a number of days to be determined in each instance by CATA.

12. ASSEMBLY. If required, the Contractor shall assemble the equipment at its expense prior to installation.
13. ACCESSORIES. The Contractor shall furnish, without additional cost, all accessories required to permit CATA to operate any equipment being provided.
14. TRAINING. The Contractor, without additional cost, shall properly train CATA personnel in the operation and maintenance of the equipment provided.
15. SERVICE MANUAL AND WIRING SCHEMATIC. If specified, the Contractor will provide at least one copy of a service manual and at least one copy of a wiring schematic for individual components and other schematics and drawings.
16. WARRANTY. The Contractor shall describe its policy or warranty(s) both on workmanship and material as applying to the equipment, along with the method or adjustment, and shall be further subject to warranty requirements of CATA as set forth in the following Paragraph 17.
17. CATA WARRANTY. The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable warranties the Contractor gives any customer for such equipment and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to CATA by any other clause of this contract. The Contractor shall state the warranty and supply with its bid.
18. INSURANCE. The Contractor shall place and maintain with responsible insurance carriers the following insurance. The Contractor shall deliver to CATA, upon request, certificates of insurance which shall provide thirty (30) days' written notice to be given to CATA in the event of cancellation. Contractor shall require all Subcontractors to maintain adequate insurance coverage.
 - (a) Workers' Compensation and Employer's Liability Insurance.
 - (1) Workers' Compensation in compliance with the applicable state and federal laws.
 - (2) Employer's Liability. Limit \$1,000,000.
 - (b) Commercial General Liability Insurance, including Professional Liability, Blanket contractual, XCU Hazards, Broad Form Property Damage, Completed Operations, and Independent Contractor's Liability, all applicable to Personal Injury, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence/claim, subject to a \$2,000,000 annual aggregate for Professional Liability, Completed Operations and Personal Injury other than Bodily Injury.
 - (c) Automobile Liability Insurance, including owned, hired and non-owned automobiles, Bodily Injury and Property Damage, to a combined single limit of \$1,000,000 each occurrence.
19. INDEMNIFICATION. In addition to the protection afforded by any policy of insurance, the Contractor agrees to indemnify and save harmless CATA, the Michigan Department of Transportation ("MDOT"), the Federal Transit Administration ("FTA"), and all officers, agents, and employees thereof:
 - (a) From any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the Contractor in connection with the Contractor's performance of the contract; and
 - (b) From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation and response, and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of the Contractor's negligent performance of the contract.

CATA will not be subject to any obligations or liabilities by Subcontractors of the Contractor or their Subcontractors or any other person not a party to this contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.
20. ACCEPTANCE OF MATERIAL - NO RELEASE. Unless CATA otherwise agrees in writing, acceptance of any portion of the material prior to final acceptance shall not release the Contractor from liability for faulty workmanship or materials or for failure to fully comply with all of the terms of this contract. CATA reserves the right and shall be at liberty to inspect all materials and workmanship at any time during the manufacturing process, and shall have the right to reject all materials and workmanship which do not conform with the contract requirements and specifications; provided, however, that CATA is under no duty to make such inspection and no inspection so made shall relieve Contractor from any obligation to furnish materials and workmanship in accordance with the contract requirements and specifications.
21. FINAL ACCEPTANCE. Upon final acceptance by CATA of all work to be performed by the Contractor, CATA will so notify the Contractor in writing. The date of final acceptance shall commence the warranty period.
22. LIQUIDATED DAMAGES. If the Contractor fails to deliver the requirements by the date as set forth in the bid documents scheduled for delivery, CATA shall be paid damages for each consecutive calendar day thereafter until the goods are delivered, unless a completion date is extended by CATA in writing. Inasmuch as the amount of such damages will be extremely difficult to ascertain, the Contractor agrees to compensate CATA the sum of \$ Not Applicable per day, which sum is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages that CATA will suffer by reason of said delay and default and not as a penalty; and CATA shall have the right to deduct such sum from any amounts which may otherwise become due under contract.
23. NO ASSIGNMENT OF CONTRACT. Contractor may not assign or transfer any interest in the contract without the prior written consent of CATA.

- 24. DEFECTIVE WORKMANSHIP AND MATERIAL. When and as often as CATA determines that the work done or being done under the contract or the kind of quality or materials supplied in connection therewith are not fully and completely in accordance with any requirement of the contract documents, it may give notice of such noncompliance to the Contractor in writing and the Contractor shall immediately upon receipt of such notice do all things required to remedy such noncompliance without additional cost to CATA. If the Contractor fails to comply with such written notice, then CATA, upon written notice to the Contractor, shall deduct the cost of repair, replacement or correction of defective or damaged work from the compensation due or to become due to the Contractor.
- 25. WAIVER OF BREACH. The waiver by either party hereto or any breach of any provision of this contract by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of this contract by either party hereto.
- 26. OWNERSHIP OF DOCUMENTS. All original documents, calculations, and work product produced by CONTRACTOR, whether produced on paper or electronic media or otherwise in performance of this Agreement, shall be the property of CATA. CONTRACTOR shall have the right to retain a copy of such documents, calculations, and work product. CONTRACTOR shall make available to CATA copies of all CONTRACTOR correspondence, notes, and other papers relating to the work, upon request of CATA. All works of original authorship created in the scope of this Agreement are "works made for hire", as that term is used in connection with the U.S. Copyright Act. To the extent that by operation of law CONTRACTOR retains any intellectual property rights to any work product, CONTRACTOR hereby irrevocably assigns and licenses to CATA all right, title, and interest in such work product, including copyrights and patents, and agrees to execute such assignments and licenses as may be required in the opinion of CATA's legal counsel to confirm this provision. The work product produced by CONTRACTOR in the performance of services under this Agreement is intended for use by CATA solely for the purpose intended. Any use or reuse of such work product by CATA for any purpose other than its intended purpose shall be at the sole risk of CATA and without any liability or responsibility of CONTRACTOR. To the extent that the work product produced by CONTRACTOR contains standard design or construction details or other standardized material previously developed by CONTRACTOR in its professional architectural, engineering, and planning practices, then CONTRACTOR shall have the right to reuse any such material on other projects for other clients or persons without the prior knowledge or permission of CATA and without the payment of any compensation to CATA, provided that the reuse or continued use of such material contains no CATA identifying information or confidential information.
- 27. EXCUSES FOR FAILURE TO PERFORM OR DELAYS. The Contractor will not be in default by reason of any failure in the performance of this contract, if such failure arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or the public enemy, acts of the government either in its sovereign or contractual capacity, fires, floods, and strikes. But in every case, a failure to perform must be beyond the control and without the fault or negligence of the Contractor or its Subcontractors. An excusable delay will permit the Contractor an extension of time for such reasonable period as may be mutually agreed upon between the parties.
- 28. COMPUTATION OF TIME. In computing a period of time prescribed by these conditions, the following rules apply:
 - (a) "Day" means days of the week (e.g., Monday through Friday), not business days.
 - (b) The day of the act or event after which the designated period of time begins is not included.
 - (c) The last day of the period is included, unless it is a Saturday, Sunday, or legal holiday. In that event, the period runs until the end of the next day that is not a Saturday, Sunday or legal holiday.
- 29. NOTICE. All notices and other communications required under this Contract shall be given in writing, signed by an authorized representative, and be personally delivered or delivered by overnight courier, or certified mail (return receipt requested) to the addresses set forth below:

To CATA: Chief Executive Officer
 Capital Area Transportation Authority
 4615 Tranter Street
 Lansing, MI 48910

To Contractor: _____

With a copy to: _____

- 30. JURISDICTION. This Contract will be governed by the internal laws of the State of Michigan without reference to its choice of law rules. Exclusive jurisdiction and venue of any suit, action or claim relating to this contract will be in the Ingham County Circuit Court or the Federal District Court for the Western District of Michigan.
- 31. This contract constitutes the entire contract between the parties and supercedes all negotiations, commitments, and previous contracts and may be modified only by a further written contract which is executed by a duly authorized officer of each of the parties.
- 32. COST COMPUTATION. The Federal Acquisition Regulation, 48 CFR, Chapter 1, Part 31.2, shall be used, in all instances, to determine the amount of costs incurred by Contractor that CATA shall be required to pay, or reimburse, to Contractor, including, without limitation, where this Agreement

requires CATA to pay Contractor's costs as part of the contract price, where the contract price is adjusted resulting from changes to the requirements of Agreement, and when calculating the amount due Contractor pursuant to Termination for Convenience clause.

33. TRAVEL EXPENSES. CATA shall not reimburse Contractor for travel costs, including accommodations, meals, transportation and fuel costs, unless the travel activity and the travel costs have been approved in advance by an authorized representative of CATA. All travel costs to be paid by CATA shall not exceed amounts determined in conformance with the Federal Acquisition Regulation, 48 CFR Section 31.205-46, Travel Costs.

B. TERMS INCLUDED IN CONTRACTS FUNDED IN WHOLE OR PART BY FTA, MDOT, OR OTHER GOVERNMENTAL AGENCY.

1. NONDISCRIMINATION.

- (a) Compliance with Regulations. Contractor shall comply with Federal Regulations relative to nondiscrimination of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, and Title 23, Code of Federal Regulations, Part 710.405(b), as they may be amended from time to time (hereinafter referred to as the Regulations), and with Executive Order 11246 titled Equal Employment opportunity, as amended by Executive Order 11375, and as supplemented by Department of Labor Regulation (41 CFR 60) which are herein incorporated by reference and made a part of this contract. Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- (b) Nondiscrimination. With regard to the work performed by it during this contract, Contractor shall not discriminate on the grounds of race, color, sex, disability, religion, age, or national origin against any employee or applicant for employment, or in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (c) In connection with the performance of services under this contract, Contractor agrees to comply with the State of Michigan provisions for "prohibition of discrimination in state contracts" as set forth in Appendix A dated March 19, 1998, a copy of which is attached hereto and made a part hereof.
- (d) ADA Access. All work performed and all services provided pursuant to this contract shall be in compliance with Federal policy to ensure that elderly individuals and individuals with disabilities have an equal right to use of public transportation services and facilities. To the extent this Contract requires planning and design of services and facilities, special efforts shall be made to implement the transportation and accessibility rights of elderly individuals and individuals with disabilities. The work performed and services provided in this Contract shall be in compliance with all State and Federal statutes and laws ensuring equal access of transportation services and facilities for the elderly and individuals with disabilities, including 49 U.S.C. § 5301(d), § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and any applicable implementing Federal regulations or directives as they may from time to time be promulgated or amended.
- (e) This provision B.1 (a)-(e) will be included in all subcontracts relating to this contract. Further, each contract which Contractor signs with a Subcontractor must include the following assurance:

The Contractor, Subrecipient, or Subcontractor shall not discriminate on the basis of race, color, national origin, creed, disability, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

2. DBE REQUIREMENTS.

- (a) Contractor will carry out the applicable requirements of the Michigan Department of Transportation's Disadvantaged Business Enterprise ("DBE") program and 49 CFR 26, including, but not limited to those requirements set forth in Appendix B, attached hereto and made a part hereof. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CATA deems appropriate, which may include, but is not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages and/or disqualifying the Contractor from future bidding as non-responsive.
- (b) Contractor shall pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the Contractor's receipt of payment for that work from CATA. In addition, Contractor shall return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this contract is satisfactorily completed. Contractor must promptly notify CATA whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete the work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of CATA.

3. CONTINGENT FEES. The Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the Contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, CATA shall have the right to annul this contract without liability.

4. **RECORDS/AUDITS.** The Contractor shall maintain and retain, and shall require all its subcontractors to maintain and retain, complete and accurate books, documents, papers, accounting records, contracts, and other evidence with respect to allowable costs incurred and manpower expended under this contract. All such records shall be maintained on the basis of generally-accepted accounting principles and shall be clearly identified and readily accessible. The Contractor shall provide during regular business hours to the U.S. Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States, and CATA, or their duly authorized representatives, access to such data and records, and the right to inspect and audit all data and records of the Contractor relating to its performance under the contract, and to make transcripts therefrom as necessary. Contractor shall retain all work data, documents, records, accounts and reports related to this contract for a period of three (3) years from the date of final payment under this contract or from expiration or other termination of this contract. In the event of a dispute as to allowable costs or any other issue under this contract, Contractor will thereafter continue to maintain such records until the dispute has been resolved.
5. **CONFLICT OF INTEREST.** The Contractor certifies that, to the best of its knowledge, no CATA employee or office of any public agency interested in this contract has any pecuniary interest in the business of the Contractor and that no person associated with the Contractor has any interest that would conflict in any manner or degree with the performance of this contract.
6. **INTEREST OF MEMBER OF CONGRESS OR DELEGATES TO CONGRESS.** No member of Congress or delegates to the Congress of the United States shall be admitted to any share or part of the contract, or to any benefit arising therefrom. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.
7. **DEBARMENT AND SUSPENSION.** Contractor must comply with U.S. DOT regulations "Nonprocurement Suspension and Debarment", 2 CFR Part 1200, which adopt and supplement the U.S. Office of Management and Budget ("U.S. OMB") "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. Contractor will not make any contract, subcontract, or lease for the project without first confirming that its proposed contractor, subcontractor, or lessee is not listed as barred or excluded from participating in government contracts in the System for Award Management (SAM) at www.sam.gov.

Contractor agrees to comply with federal debarment and suspension regulations and guidelines when administering any contract or subcontract of \$25,000 or more, regardless of tier. A contract or subcontract award may not be made to a prospective contractor or subcontractor if that contractor is excluded or disqualified under the standards of the U.S. DOT regulations in the U.S. OMB Guidelines, unless the federal government has provided an exception as permitted under those regulations and guidelines. In addition, contracts of any amount for federally required audit services or for contracts which require the consent of a federal official are also covered by these DOT regulations and U.S. OMB Guidelines. Contractor must obtain the compliance of lower tier contractors, subcontractors, and lessees with the U.S. DOT debarment and suspension regulations and the U.S. OMB Guidelines that apply to them. The Contractor further agrees to include provisions requiring compliance as set forth above in lower tier covered transactions.

8. **MDOT AND FTA TERMS.** All contractual provisions that the Michigan Department of Transportation ("MDOT") or the Federal Transit Administration ("FTA"), by law or regulation, require to be included in contracts supported by state or federal financial assistance, including the requirements set forth in FTA Circular 4220.1F, as updated and amended, and the Master Agreement between CATA and FTA as it may be amended, are hereby incorporated by reference. FTA required terms and MDOT required terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. Contractor shall not refuse to comply with any CATA request to conform this contract to include MDOT or FTA required contractual provisions. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CATA requests which would cause CATA to be in violation of the FTA mandated contractual provisions.
9. **COMPLIANCE WITH LAWS.** The Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the state, federal, local, and city government which may, in any manner, affect the performance of the contract.
10. **CLEAN AIR.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401, *et seq.* If state or local air pollution regulations are in force, the more restrictive criteria shall govern. The Contractor and any subcontractors or suppliers must submit evidence to CATA that the governing air pollution criteria will be met. The Contractor agrees to report each violation to CATA and understands and agrees that CATA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.
11. **BUY AMERICA PROVISIONS.** N/A
12. **CERTIFICATION REGARDING LOBBYING.** This procurement is subject to the Federal Transportation Administration Lobbying requirements. The attached certificate, entitled Certificate Regarding Lobbying (Appendix C), must be signed and returned as a term and condition of this Agreement and its terms are incorporated by reference herein.
13. **PREVAILING WAGE.** N/A
14. **BID BOND.** N/A
15. **PROTESTS.** Any protests shall be filed timely in accordance with the CATA Procurement Protest Procedures. These Procedures are available from the CATA Purchasing & Contracts Manager and the CATA CEO/Executive Director, at the following address: Capital Area Transportation Authority, 4615 Tranter Street, Lansing, MI 48910.
16. **PERFORMANCE & PAYMENT BONDS.** N/A

17. FEDERAL CHANGES. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CATA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor shall not, by action or by inaction, cause CATA to be in violation of FTA regulations, policies, procedures, or directives. Contractor's failure to comply with this paragraph shall constitute a material breach of this contract.
18. NO GOVERNMENT OBLIGATION. Notwithstanding any concurrence by the Federal Government or MDOT in, or approval of, the solicitation or award of this Agreement, absent the express written consent by the Federal Government or by MDOT, neither the Federal Government nor the State of Michigan is a party to this Agreement, and neither shall be subject to any obligations or liabilities to CATA, the Contractor or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement. The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
19. CLEAN WATER. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to CATA and understands and agrees that CATA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
20. ENERGY CONSERVATION. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
21. RECOVERED MATERIALS. N/A
22. FLY AMERICA REQUIREMENTS. Contractor agrees to comply with 49 U.S.C. 40118 ("Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of federal funds and their contractors are required to use United States Flag air carriers for U.S. Government financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a United States Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
23. CARGO PREFERENCE. N/A
24. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.
 - (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Rights Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
 - (b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under authority of 49 U.S.C. § 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, or the applicable Federal law to the extent the Federal Government deems appropriate.
 - (c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
25. SAFE OPERATIONS OF MOTOR VEHICLES
 - (a) Seat Belt Use – Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or CATA.
 - (b) Distracted Driving – Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer and driving a vehicle the driver owns or rents, a vehicle either Contractor or CATA owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

APPENDIX B

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract, Contractor agrees as follows:

1. In accordance with Act 453, Public Acts of 1976, Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. Contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. Contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. Contractor or its collective bargaining representative will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this appendix.
6. Contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. Contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as Contractor itself, and said Contractor will permit access to its books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that Contractor has not complied with the contractual obligations under this Agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare Contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until Contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom Contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. Contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

APPENDIX C

ASSURANCES THAT CONTRACTORS AND SUBCONTRACTORS MUST MAKE PURSUANT TO US DOT REGULATION 49 CFR § 26, et seq

1. Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex, in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR § 26 in the award and administration of DOT-assisted contracts. Failure of the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 1. Withholding monthly progress payments;
 2. Assessing sanctions;
 3. Liquidated damages; and/or
 4. Disqualifying the Contractor from further bidding as non-responsible.

2. Each contract Contractor signs with a subcontractor must include the preceding assurance.

APPENDIX D

CERTIFICATE REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS (To be submitted with each bid or offer exceeding \$100,000).

The undersigned Contractor certifies to the best of his or her knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions (as amended by "Government Wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (11/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. § 1601, et seq.).
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required Certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____ certifies or affirms to the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name & Title of Contractor's Authorized Official

_____ Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

APPENDIX E

CATA Board Policy No. 204

DISADVANTAGED BUSINESS ENTERPRISE POLICY

The Capital Area Transportation Authority (CATA) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. CATA has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, CATA has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of CATA to ensure that DBEs are defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT - assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT - assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

The Purchasing and Contracts Manager has been delegated as the DBE Liaison Officer. In that capacity, the Purchasing and Contracts Manager is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by CATA in its financial assistance agreements with the Department of Transportation.

CATA has disseminated this policy statement to the Board of Directors and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts. CATA will give public notice of DBE goals, how the goals were determined, and contact information for public comment.

Adopted: 04/20/2022

APPENDIX F

IRAN ECONOMIC SANCTIONS ACT CERTIFICATE

In accordance with the Iran Economic Sanctions Act, Michigan 2012 PA 517, effective April 1, 2013, (MCL 129.311, *et seq.*), the undersigned certifies in support of its bid or proposal that it is not an Iran linked business as such is defined in the Act.

Bidder: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

APPENDIX G

CERTIFICATION OF PRIMARY CONTRACTOR REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Contractor, _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this proposal 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; 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 offense enumerated in paragraph (2) of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had one (1) or more public transactions (Federal, State, or Local) terminated for cause or default.

If the above named Primary Contractor is unable to certify to any of the statements in this certification, the Primary Contractor shall attach an explanation to this certification.

The Primary Contractor, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provision of 31 U.S.C. Section 3801 et seq. are applicable thereto.

Bidder: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

APPENDIX H

CERTIFICATION OF LOWER-TIER PARTICIPANTS (SUB-CONTRACTORS) REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Debarment and Suspension Certification (Lower-Tier Covered Transaction)

This form is to be submitted by each Subcontractor receiving an amount exceeding \$25,000.

The prospective lower-tier participant (Proposer) certifies, by submission of this Proposal, that neither it nor its "principals" as defined at 49 CFR § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

If the prospective Proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so by placing an "X" in the following space: _____

THE PROPOSER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

Name and title of the Proposer's authorized official:

Authorized signature

Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

EXHIBITS

Exhibit 1: CATA's Rules

Exhibit 2: CATA Banning Procedures

Exhibit 3: Ban Notification

Exhibit 4: Ban/Suspension Appeal Form

Exhibit 5: CATA Severe Weather Emergency Service Plan

Exhibit 6: CATA Information Systems Policy

Exhibit 7: Pricing Form

Exhibit 8: Benefit Analysis Form

Exhibit 9: Pre-Proposal Meeting Parking

Exhibit 1

CATA'S RULES

Don't risk your CATA riding privileges. Please follow the rules.

For your safety and comfort, CATA does not permit the following on any CATA vehicle or property, including the CATA Transportation Center (CTC), MSU-CATA Transportation Center (MSU-CTC) and all shelters and bus stops.

Rule violations may result in the removal of an individual from CATA vehicles or property. It may also result in an individual being banned from CATA property, loss of riding privileges and possible arrest.

The following is prohibited on any CATA vehicle or on any CATA property:

1. Eating, drinking or open beverage containers aboard CATA vehicles; smoking (except in designated areas).
2. Possession or consumption of alcohol or illegal substances.
3. Weapons of any kind (except lawfully carried firearms), or possession of any hazardous material or item.
4. Disorderly, loud or disruptive behavior, including, but not limited to:
 - Obscene, threatening, inciting or insulting language or gestures.
 - Running, yelling or throwing objects.
 - Spitting, littering, vandalism or graffiti.
 - Fighting, mock fighting or roughhousing.
 - Standing, sitting or walking in a way that inconveniences, obstructs or interferes with others, i.e., blocking doors, feet on seats, etc.
 - Any action that may interfere with or disrupt the safe operation of CATA vehicles and properties.
5. Loitering. At the CTC, passengers must board the first-available bus or leave the premises.
6. Use of sound-producing devices without the use of personal headphones.
7. Panhandling, soliciting, harassing, annoying or intimidating any person.
8. lack of proper attire, i.e., shirts and shoes.
9. Bicycling, rollerblading or skateboarding; wearing skates on CATA vehicles.
10. Animals, except those used for service, i.e., guide dogs or those transported in a suitable crate or container.

Exhibit 2

CATA BANNING PROCEDURE

Documented Warning	14-Day Ban	30-Day Ban	90-Day Ban (3 months) *Stage 1	180-Day Ban (6 months) *Stage 2	1 Year Ban *Stage 3	Indefinite Ban
Loitering, smoking, bicycling/skating, panhandling, solicitation, mask violations, loud or disruptive behavior, offensive behavior, public intoxication, trespassing	A 14-day ban shall be issued to individuals who violate the stated offenses.	A 30-day ban shall be issued to individuals who violate multiple stated offenses as well as: theft, threats of assault, alcohol consumption, vandalism, harassment, health risk (spitting, public urination, etc.), safety risk	A 90-day ban shall be issued to individuals who: fight, use of illegal substances, sale of illegal substances	A 180-day ban shall be issued to individuals who: assault, indecent exposure, threaten the life of another individual	A 1 year ban shall be issued to individuals who: assault another individual that results in great bodily harm, sexual assault	An indefinite ban shall be issued to an individual who has progressed through all other stages of the banning procedure while remaining on current ban.

For individual's comfort and safety, all riders must adhere to the CTC's rules or risk the loss of riding privileges.

Documented Verbal Warning

6. If a person has violated a stated rule under the *Documented Warning* section, inform the person that a verbal warning will be documented by security
7. Inform the person, if possible, that the next step is a 14-day ban
8. Note the person's name and provide a photo (you may take a photo using the CCTV)
9. Document the verbal warning by filing an incident report

14-Day Ban

- Provide the person who has violated the stated offenses with a copy of his/her ban paperwork, as well as explaining the reasoning for the ban
- Obtain person's name and provide a photo (you may take a photo using the CCTV)
- Complete an incident report and attach report to security's copy of ban paperwork

30-Day Ban

- Provide the person who has violated the stated offenses with a copy of his/her ban paperwork, as well as explaining the reasoning for the ban
- Obtain person's name and provide a photo (you may take a photo using the CCTV)
- Complete an incident report and attach report to security's copy of ban paperwork

90-Day Ban *Stage 1

- Provide the person who has violated the stated offenses with a copy of his/her ban paperwork, as well as explaining the reasoning for the ban
- Obtain person's name and photo (you may take a photo using the CCTV)
- Complete an incident report and attach report to security's copy of ban paperwork
- **Call local law enforcement if needed**

180-Day Ban *Stage 2

- **Call local law enforcement**
- Gain a positive identification of the person through the assistance of law enforcement if possible
- Provide the person who has violated the stated offenses with a copy of his/her ban paperwork
- Obtain a photo or a detailed physical description
- Complete an incident report and attach report to security's copy of ban paperwork

1 Year Ban *Stage 3

- **Call local law enforcement and dispatch emergency medical services**
- Gain a positive identification of the person through the assistance of law enforcement if possible
- Provide the person who has violated the stated offenses with a copy of his/her ban paperwork
- Obtain a photo or a detailed physical description
- Complete an incident report and attach report to security's copy of ban paperwork

Indefinite Ban

- An indefinite ban shall be issued to a person who has progressed through all three stages while remaining on a current ban for one or more of those offenses. **For example:** If a person who was placed under a Stage 1 90-day ban commits an offense that is equal to or greater than the original offense, that person shall proceed to a Stage 2 180-day ban. If a person placed under a Stage 2 ban commits an offense under either Stage 1 or 2, that person shall proceed to Stage 3. If that person commits an offense while on Stage 3 that falls in line with all other stages, that person shall be placed under an indefinite ban.

Violating Offenses While on a 14-Day or 30-Day Ban

- If a person is placed under a 14-day or a 30-day ban and commits an offense that falls in either category, that person's ban shall be extended an additional 14 days or 30 days depending on the offense.

*If a person is observed trespassing while on a current ban, that person shall receive a verbal warning regarding a possible extension on his/her ban if they are to return before the ban end date. **Be sure to document that a verbal warning was given to the individual.**

Exhibit 3**CAPITAL AREA TRANSPORTATION AUTHORITY
BAN NOTIFICATION**

Date: _____ **Incident Date:** _____

Name: _____ **D.O.B.:** _____

Address: _____

City/State: _____ **Zip Code:** _____

Telephone: _____ **E-mail Address:** _____

Minor/Parent Name: _____ **Phone #:** _____

Ban Offense: _____

Ban Start date: _____ **End Date:** _____

Effective mm/dd/yy, with an expiration date of mm/dd/yy, you are banned from riding any CATA buses and are not allowed at the CATA Transportation Center (CTC) in its entirety, including but not limited to the public areas in and around the facilities, parking lots, service corridors and sidewalks.

If you violate this ban in any way, a formal trespassing complaint will be filed against you. In addition, your ban will be further extended to the next level.

Security: _____ **Date:** _____

You have the right to appeal the decision by following one of the below processes:

Submit an email to info@cata.org with the subject line: Ban Appeal Request. Please provide the following information:

- Your first and last name.
- Email address.
- Phone number.
- Date & time of incident that led to the ban.
- Incident details.
- Why you are appealing the ban.

OR

Request a ban/suspension appeal form from a CATA security guard or from a representative in the information booth.

Complete the form and return to the information booth, email it to info@cata.org, or mail to CATA
Attn: Customer Experience Manager
4615 Tranter St.
Lansing, MI 48910

Exhibit 4

CATA BAN/SUSPENSION APPEAL FORM

If you have been banned from the CATA fixed-route, Spec-Tran or Trans Dev bus systems or from any CATA property, you have the right to appeal the decision by following one of the below processes:

Submit an email to info@cata.org with the subject line: Ban Appeal Request. Please provide the following information:

- Your first and last name.
- Email address.
- Phone number.
- Date & time of incident that led to the ban.
- Incident details.
- Why you are appealing the ban.

OR

Request a ban/suspension appeal form from a CATA security guard or from a representative in the information booth.

Complete the form and return to the information booth, email it to info@cata.org, or mail to CATA
Attn: Customer Experience Manager
4615 Tranter St.
Lansing, MI 48910

Once submitted, your appeal will be reviewed and responded to with a decision within five business days from the date received.

In the meantime, you are not permitted to utilize CATA services or be on CATA property. Doing so could result in the appeal being denied and/or your ban being extended.

Exhibit 5

CATA SEVERE WEATHER EMERGENCY SERVICE PLAN

TORNADO WATCHES & WARNINGS PLAN AHEAD!

Everyone should be familiar with this emergency plan and what their role will be in the event of severe weather prior to a severe weather warning; these roles should be decided/assigned at the beginning of each shift.

You must make everyone aware of the severe weather via the intercom system (dial #287, listen for the beep, and make these statements):

1. A severe weather warning has been issued
2. Everyone should seek a safe shelter location immediately
3. Persons with limited mobility or those unable to stairs, should seek shelter in the restroom areas and,
4. All others should move to the basement - that door is located on the north side of the information booth

The information booth representatives should repeat that same warning.

- ✓ Before you leave the office:
- ✓ Take the cell phone
- ✓ Get a working radio
- ✓ Take any other portable devices that provide emergency information (if available).

ROLE/STATION/RESPONSIBILITY

SECURITY ROLE:

Security Supervisor - will manage the incident at the CTC and needs to be free to move around, direct customers, operators, and other personnel, as needed.

Guard 1 with CS Info Rep 1 - should prop open the door to the basement and position his/herself downstairs to manage the crowd by answering questions and providing information. Remember that we cannot "force" anyone to go to, or stay, in the basement of the CTC. Therefore, encourage people to stay on the right hand side of the stairwell so that others are free to ascend the stairway at the same time.

Guard 2 should be assigned by the site supervisor to calmly carry out any instructions provided by the security supervisor, or his designee.

Guard 3 (if available), with CS Info Rep 3 To be positioned along the south corridor to calmly direct people the appropriate shelter location (basement, *restrooms, or the **driver's room).

Guard 4 (if available), with CS Info Rep 3 To be positioned along the north corridor to calmly direct people the appropriate shelter location (basement, *restrooms, or the **driver's room).

Guard 5 (if available) Position yourself in the basement to assist customers and answer questions.

CTC REPS:

Decide which post you plan to assume at the beginning of your shift so that we can promptly assist security, and our customers, in the event of severe weather. If unable to decide, the full time, or highest seniority rep, decides.

Rep 1 will make the intercom announcement (#287) and say:

1. A severe weather warning has been issued
2. Please seek a safe location immediately

3. Persons with limited mobility, should seek shelter in the restroom areas and,
4. all others should move to the basement - that door is located on the north side of the information booth.

Rep 1 Takes the office cell phone and is positioned at/near the basement door entrance so that you can calmly direct people down the stairs. Encourage them to stay to the right on the staircase. You may encounter some elderly customers, or persons with disabilities that may need to be re-directed to seek shelter in the CTC *restrooms.

Rep 2 - To be positioned along the south corridor to calmly direct people the appropriate shelter location (basement, *restrooms, or the **driver's room).

Rep 3 - To be positioned along the north corridor to calmly direct people the appropriate shelter location (basement, *restrooms, or the **driver's room). At the appropriate time, you must also seek shelter in the nearest, safe location:

- ✓ The CTC men or ladies' restrooms should be a priority location for persons with disabilities or those with mobility issues/devices & those who cannot use stairs.
- ✓ In the driver's room direct operators and other building employees into the driver's restrooms, away from all windows.

Remember, be safe, be calm, and think/plan ahead!

Exhibit 6



CAPITAL AREA TRANSPORTATION AUTHORITY
POLICY
Information Systems Policy

Scope and Purpose

This policy applies to all of the Information Systems (e.g., computers, networks, e-mail systems, internet access, software, files and other resources) which CATA makes available to employees. The purpose of these guidelines is to ensure that employees use the Information Systems in a responsible and productive manner which enhances CATA's reputation and supports CATA's operations and mission. The Assistant CEO/Executive Director will administer this policy.

Property

The Information Systems, including communications such as e-mail, computer files and other electronic information, are the property of CATA. All such resources used or made available to employees are subject to reassignment or reallocation to others. The Information Systems are not to be used and maintained in a manner that restricts access by other employees, except in accordance with customary procedures or with the express approval of a Director. However, CATA is not responsible for any information, materials, or subjects contained, obtained, or accessed on the internet, through e-mail, or otherwise in the Information Systems.

Acceptable Uses

CATA resources are to be utilized in support of CATA operations and our mission statement and must not be directed or otherwise used for private purposes, commercial activities, or other organizations. Information Systems are to be used only for the purpose for which they are assigned. Incidental personal use for private, non-commercial purposes, which does not interfere with work responsibilities or CATA interested, is allowed unless instructed otherwise by management.

The internet may be used to conduct official CATA business or to gain technical or analytical advice. If access to a database requires a registration, a license agreement, payment of a fee, or the adoption of a password then prior approval must be obtained from the Assistant CEO/Executive Director. Do not attempt to use services to which CATA does not have proper access. Do not download inappropriate material.

CATA databases and records may be accessed for information as needed by authorized employees. E-mail may be used for business contacts.

Broadcast Communications

Broadcast communications using e-mail is permitted only to support the legitimate business activities of CATA. Examples of such activities could include approved notices to employees of meeting schedules, personnel policies, benefit enrollment procedures, training programs, etc. Chain letter and other forms of mass mailings are not permitted.

Unauthorized Access

Attempting to gain unauthorized access to information, such as messages, data, or files, is prohibited. A computer, network account, electronic mail account, or internet account must not be used without explicit permission from the holder of the account. The individual account holder is responsible for the proper use of the resource, including proper password protection.

Communications

Employees accessing the Information Systems for the internet and other electronic communications are representing CATA. All communications should be for professional reasons. Employees are responsible for seeing that use is in an effective, ethical and lawful manner. Each employee is responsible for the content of all text, audio, or images placed on or transmitted with the Information Systems, such as the internet. Fraudulent, harassing, or obscene messages are prohibited. All messages communicated must have your name attached. Messages must not be transmitted under an assumed name. Users may not attempt to obscure the origin of any message. Communications, including information published on the internet, should not violate or infringe upon the rights of others. No abusive, profane, or offensive language may be transmitted through the system. Employees who wish to express personal opinions on the internet are encouraged to obtain their own usernames on other internet systems.

Passwords

CATA’s password guidelines must be followed. No private password or mailbox codes may be used unless authorized in writing by the Assistant CEO/Executive Director. In any event, CATA may modify passwords as necessary in its discretion to have access to a computer or information.

Software

It is important to protect the Information Systems from computer viruses and prevent the use of unlicensed materials. All software and all downloading, copying or transferring of programs and files to the CATA system must be done through the ITS Department or with the specific approval of the Assistant CEO/Executive Director. Disks, diskettes or other electronic recording media may not be used unless they are supplied or approved by the ITS Department. Any media that has been used on a non-CATA system (e.g., home computer) must be screened or approved by the ITS Department before being used on a CATA system.

License, Trademark, and Copyright

Employees may, on a day-to-day basis, work with material which is subject to license agreements, copyright restrictions, and proprietary rights of CATA and others. It is essential for all employees to recognize that it is improper to make copies of programs, software, manuals, procedures, or proprietary information without express authorization of the owner. For example, copyrighted materials belonging to entities other than CATA may not be transmitted on the internet. The use of software on the CATA network or on multiple computers must be in accordance with the license agreement. This applies whether the materials or copies are in writing or on magnet tape, disc or other media. Any copy which made is to be used only in connection with your employment, must not be disclosed or distributed outside of CATA, and must be returned if your employment should terminate.

Questions regarding restrictions should be brought to the attention of the Assistant CEO/Executive Director for clarification.

Security

The Information Systems are not confidential. All messages created, sent, or retrieved over the Information Systems are the property of CATA and are subject to CATA’s control and use. CATA reserves the right to access and monitor all messages, records, and files in the Information Systems as CATA deems necessary and appropriate. All communications, including text and images, can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver. CATA reserves the right to inspect or search any property or articles on CATA premises or stored with CATA property. This includes communications, records, and other information which may be kept in electronic form.

Violations

Violations of any guidelines listed above may result in disciplinary action up to and including termination. If necessary, CATA will advise law enforcement agencies of possible illegal use.

Signature: <input type="text"/>	Date: <input type="text"/>
Please print name: <input type="text"/>	

Exhibit 7

Pricing Form

A – HOURLY RATE BY TASK

TASK	RATE	Proposed Annual Hours	Year 1 Bill Rate	Year 2 Bill Rate	Year 3 Bill Rate	Year 4 Bill Rate	Year 5 Bill Rate
CTC Security Supervisor	Straight		\$	\$	\$	\$	\$
CTC Security Supervisor	Overtime		\$	\$	\$	\$	\$
CTC Security Supervisor	Holiday		\$	\$	\$	\$	\$
CTC Senior Security Officer	Straight		\$	\$	\$	\$	\$
CTC Senior Security Officer	Overtime		\$	\$	\$	\$	\$
CTC Senior Security Officer	Holiday		\$	\$	\$	\$	\$
CTC Security Officer	Straight		\$	\$	\$	\$	\$
CTC Security Officer	Overtime		\$	\$	\$	\$	\$
CTC Security Officer	Holiday		\$	\$	\$	\$	\$
CTC On-Board Security Officer	Straight		\$	\$	\$	\$	\$
Investigation Rate	Straight		\$	\$	\$	\$	\$
Consulting Rate	Straight		\$	\$	\$	\$	\$
A. SUBTOTAL:			\$	\$	\$	\$	\$

B – CELL PHONE RATE

	Cell Phone Per Shift Supervisor	Year 1 Yearly Rate	Year 2 Yearly Rate	Year 3 Yearly Rate	Year 4 Yearly Rate	Year 5 Yearly Rate
Cell Phone	_____ Qty	\$	\$	\$	\$	\$
B. SUBTOTAL:		\$	\$	\$	\$	\$

C – GRAND TOTAL COST PROJECTION - (Add Section A + Section B SUBTOTALS for YEARS 1 through 5, then compute the 5-Year Grand Total)

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	GRAND TOTAL
C. GRAND TOTAL:	\$	\$	\$	\$	\$	

What is your firm's wage markup (percentage)? _____%

Please Note: The pricing form should accurately account the vendors pricing to provide the services requested for the duration of the contract. CATA will not renegotiate the price.

Bidder: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

Exhibit 8

Pay and Benefit Analysis Form

Complete the chart below:

Job Description		Year 1 Hourly Pay Rate		Year 2 Hourly Pay Rate		Year 3 Hourly Pay Rate		Year 4 Hourly Pay Rate		Year 5 Hourly Pay Rate	
		Full Time Employee	Part Time Employee	Full Time Employee	Part Time Employee	Full Time Employee	Part Time Employee	Full Time Employee	Part Time Employee	Full Time Employee	Part Time Employee
CTC Security Supervisor	Straight	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
CTC Security Supervisor	Overtime	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
CTC Security Supervisor	Holiday	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
CTC Security Senior Officer	Straight	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
CTC Security Senior Officer	Overtime	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
CTC Security Senior Officer	Holiday	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
CTC Security Officer	Straight	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
CTC Security Officer	Overtime	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
CTC Security Officer	Holiday	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

	Full Time Employees		Part Time Employees	
	Yes	No	Yes	No
Provide responses to the questions listed below: (This includes full time and part time employees, indicate yes or no for each of the items listed below.)				
Do you offer medical insurance?				
Do you offer vision insurance?				
Do you offer dental insurance?				
Do you offer retirement benefits?				
Do you offer paid time off?				
Do you offer long-term disability?				
Do you offer short-term disability?				
Other benefits - Please describe:				
Are uniforms provided at no cost to employee: (This includes full time and part time employees, indicate yes or no for each of the items listed below.)				
Shirts				
Pants				
Shoes				
Hats				
Jackets/Coats				
Other Uniform: Please describe				

Bidder: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

Exhibit 9

Pre-Proposal Meeting Parking

For this pre-proposal meeting only, vendors will be permitted to park in the lot across the street from the main entrance of the CTC building at no charge.



ATTACHMENTS

Attachment A: Submittal Checklist Form

Attachment B: Supplier Information Form

Attachment C: Reference Form

ATTACHMENT A

SUBMITTAL CHECKLIST FORM

All forms/certifications below **MUST** be completed and included when you submit your proposal. Failure to submit the requested documents could result in determining the submission as non-responsive and rejected.

- Electronic Submission of the Proposal
- Signed and complete Lobbying Certificate
- Signed and completed Iran Economic Sanctions Act Certificate
- Signed and completed Certification of Primary Contractor Regarding Debarment & Suspension
- Signed and completed Certification of Lower-Tier Participants (Sub-contractors) Regarding Debarment & Suspension
- Signed and completed Submittal Checklist Form
- Signed and completed Supplier Information Form
- Signed and completed Reference Form
- Signed and completed Pricing Form
- Signed and completed Benefit Analysis Form
- Certificate of Insurance
- Signed and completed Amendment(s) (as issued)

Please Note: This bid package and any amendments are available at www.cata.org. Please continue checking the website for any updates or amendments.

Bidder: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

ATTACHMENT B

SUPPLIER INFORMATION FORM

Instructions: This form is to be completed and included in the Proposal submittal.
Attach additional pages if required.

CATA RFP No. 2022-135, CTC Security Services

1. Name of firm: _____

2. Address: _____

3. Individual Partnership Corporation Joint Venture

4. Date organized: _____

State in which incorporated: _____

5. Names of officers or partners:

a. _____

b. _____

c. _____

d. _____

6. How long has your firm been in business under its present name?

7. Have you been terminated or defaulted in the past five years; on any Contract you were awarded? Have you been barred by Federal process or any State? Has your firm ever defaulted on a performance bond?
 Yes No If YES, then attach as **SCHEDULE ONE** the full particulars regarding each occurrence.

8. Have you ever failed to complete, in the past five (5) years, any contract on which you were selected?
 Yes No If YES, then attach as **SCHEDULE TWO** the full particulars regarding each occurrence.

9. Have you had any litigation within the previous 5 years involving any current or former projects with clients or government agencies?
 Yes No If YES, then attach as **SCHEDULE THREE** the findings of any litigation including the status of each case.

The undersigned certifies to the accuracy of all information:

Name and title: _____

Company: _____

Authorized signature

Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

ATTACHMENT C

REFERENCE FORM

Provide a minimum of three (3) references for which proposer has delivered goods and/or services similar to the scope as described in the RFP. Please print LEGIBLY. Before adding information below be certain the information given to us is CURRENT and CORRECT.

Reference 1
Company Name:
Complete Address:
Contact Name and Title:
Phone:
Email:
Contract Amount:
Percentage of Completion:
Description of Work:

Reference 2
Company Name:
Complete Address:
Contact Name and Title:
Phone:
Email:
Contract Amount:
Percentage of Completion:
Description of Work:

Reference 3
Company Name:
Complete Address:
Contact Name and Title:
Phone:
Email:
Contract Amount:
Percentage of Completion:
Description of Work:

Bidder: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.