

Capital Area Transportation Authority

CTC Security Services

Request for Proposals 2013-108

SCHEDULE OF ACTIVITIES

RFP Released:	August 8, 2013
Written Questions due to CATA:	August 16, 2013
Pre-Proposal Meeting (optional):	August 20, 2013; 10:00A.M. Eastern Standard Time, CATA CTC, 420 South Grand Avenue, Lansing, MI 48933
CATA's Responses released:	August 26, 2013
Number of Proposals & Due Date:	Submit six (6) proposal copies to CATA Purchasing Manager address listed on page 1; Not Later Than 2:00P.M. Eastern Standard Time September 9, 2013
Orals/Interview(s) (Optional):	September 17, 2013, if held
Proposed Contract Signature/Award Date:	October 23, 2013
Proposed Contract Start Date:	December 1, 2013
Kick-off Meeting @ CATA/Telecon:	Within 1 week of start date
Progress Meetings:	On-going, weekly/monthly as required

Issued On August 8, 2013

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SECTION 1: PROCUREMENT PROCESS

1-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 addressed to CATA’s Purchasing & Contracts Manager:

Beverly Anderson
Purchasing & Contracts Manager
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910
Fax: (517) 394-3733
E-mail: banderson@cata.org

1-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 & Contracts Manager named above.

Mrs. Sandy Rios
Customer Service Manager
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910

1-C Project Oversight

The oversight of this CATA Project is the responsibility of the CATA Project Manager named in Project Management Section above.

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

1-D Incurring Costs

The bidder shall bear all costs associated with the preparation and submission of its bid. 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.

1-E Contract Term

The term of the proposed contract will commence December 1, 2013 and continue for a period of five (5) years, until December 31, 2018.

1-F Contract Extension

CATA reserves the right to extend the term of any contract resulting from this RFP for up to one year. Any extension will be in writing.

1-G Type of Contract

This is a **fixed price contract**. CATA also reserves the right to expand or decrease service/use of the contract as conditions require.

1-H Questions/Changes to the RFP

It is the desire of CATA to provide the same information to all interested parties to insure 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 are to be submitted in writing. **Submit written questions via e-mail to the CATA Purchasing & Contracts Manager at the address indicated in Section I-A 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 or otherwise, will be put in writing in the form of an Addendum which will be posted to the CATA Website and e-mailed to all firms attending any scheduled pre-proposal meeting or otherwise indicating an interest in this project by the date stated on the above *Schedule of Activities* page.

All information, clarifications, and interpretations will be made by a written addendum, if appropriate. No oral, telephonic, fax or e-mail instructions or information shall be binding on the Owner or bidder unless confirmed by an addendum.

1-I Pre-Proposal Meeting

See *Schedule of Activities* page above for date and time of any Pre-Proposal Meeting scheduled for this RFP. Any such meeting will be held in the CATA Transportation Center (CTC) unless otherwise stated. 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.

1-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 the CATA Purchasing Manager at the address listed within Section 1-A. No other distribution of proposals is 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 price sheets, 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, the failure of the U. S. Postal Service to deliver first-class, registered, or certified mail within five (5) days, or the failure of a national courier service recognized by CATA to deliver as guaranteed or specified. CATA will require documentation to excuse late delivery, including, but not limited to, signed statements or affidavits, postmarks, original postal receipts, courier receipts, and shipment tracking logs in a form satisfactory to CATA. All proposals submitted in response to this RFP will become the property of CATA and will not be returned to the respondent.

1-K Acceptance of Proposal Content

The contents of this RFP, its attachments, and the proposal as it is consistent with the RFP 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.

1-L Economy of Presentation

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

1-M Primary Contractor Responsibilities

The selected 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, the prime contractor must provide a complete description of work subcontracted and descriptive information about the subcontractor's organization and capabilities. The prime contractor is totally 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 firms' qualifications and the qualifications of the key individuals assigned to this project.

1-N 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 service that has not been 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, contractor will provide request for Task Order describing the work to be done and all associated costs. A written task order will then be issued by CATA.

1-O Selection Criteria

Responses to this RFP will be evaluated based upon the following factors as presented in the respondent's proposal. These are listed in order of importance.

- 1. Method of Approach to the Scope of Work as described in the proposal.**

Quality of information submitted in the proposal based on completeness, relevance, conciseness and organization of materials presented.

2. **Capability and qualifications of the prime firm and all subcontractors.** This addresses distribution of staff time to the project, the respondent's past record of performance on similar assignments (such as control of costs, quality of work and ability to meet schedules). The primary contractor will also be evaluated on its past experience in managing subcontractor relationships.
3. **Capability and qualifications of the key individuals.** This addresses key individuals from the primary contractor and any named subcontractors, including previous work on similar projects, technical experience, education and training.
4. **Understanding of the Problem and Objectives.** As stated in the proposal and demonstrated by the written description of the project in the proposal.
5. **Demonstrated ability to complete the project on time and on budget.** Respondents must demonstrate experience, ability and willingness to work with CATA and provide evidence of successful engagements elsewhere with other customers on similar projects.
6. **Price**
7. **Overall Evaluation.** 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 form an ad hoc committee to evaluate all proposals. Those firms deemed by CATA to be most responsive to the needs of CATA may be asked to make oral presentations to CATA and to discuss terms for the procurement. 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. At any time during this process, CATA reserves the right to re-bid, award, or cancel the project, as CATA determines.

Each prime contractor should make every effort to include Disadvantaged Business Enterprises and/or Small Business Enterprises in this project.

1-P Oral Presentation

Respondents may be required to make oral presentations of their proposals. These presentations provide an opportunity for the respondent to clarify the proposals through mutual discussion. This is not a time to simply review the contents of the proposal but to present to CATA your approach to this project and the uniqueness of the respondent's team in meeting the requirements of this RFP. Key members of the respondent's project team, including a representative from each subcontractor, must be part of the presentation. If held, the presentations will be on the date indicated on the cover of this RFP. **A maximum of 30 minutes will be allowed for each presentation, followed by 30 minutes for questions and answers.**

1-Q 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, that in connection with this proposal:

- 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.
- 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.
- 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.
- 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.

1-R Pricing and Payment

Proposal responses are to include the following:

- Price Per Hour by task, and by rate (pricing table included in Section 2-I of the proposal)
- Provide total project cost (pricing table included in Section 2-I of the proposal)
- Provide Sample Invoice: CTC Security (guards and supervisors), Tranter Security Guard, and On-board guards are to be billed as separate line items describing position, number of hours worked, type of pay (Straight time, Overtime, etc.), USD per hour pay rate, service dates, and total USD total pay per line item. Invoice to also include separate pay period line item detail documentation stating post description, employee name, In Time, Out Time, Quantity of Hours Worked, Hourly Bill Rate, and Hours Type.

Payment for any contract entered into as a result of this RFP will be made not more frequently than monthly, in arrears. Payment to be made upon receipt and verification of the contractor's invoice for the previous month, along with confirmation of the receipt & acceptance of any required progress or other report, and proof of satisfactory work completion.

SECTION 2: STATEMENT OF WORK

2-A Background

The Capital Area Transportation Authority (“CATA”) is the regional public transportation provider for the Greater Lansing area. Specifically, CATA currently provides transit service to the Cities of Lansing and East Lansing, the Townships of Lansing, Delhi, and Meridian and Ingham County.

CATA operates over 30 fixed bus routes and demand-response services in the rural Ingham area, as well as in Delhi and Meridian Townships and the Cities of Mason and Williamston. CATA also provides a demand-response service designed to meet the needs of persons with disabilities, called Spec-Tran. CATA provided 11.9 million passenger trips in Fiscal Year 2012.

The CATA Transportation Center (hereafter referred to as the CTC) is CATA’s main downtown transfer station. The CTC, 33,000 sq. ft., is located at 420 South Grand Avenue, Lansing, MI 48933. Thousands of passengers board CATA, Greyhound and Indian Trail buses, from that main boarding station, on a daily basis. CATA wants customers to feel welcome, safe, and have a good experience when visiting the CTC.

2-B Objectives of the Project

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 selected bus routes.
- Build strong relations with the public, community, and law enforcement while constantly working to reduce criminal activity.
- Actively patrol facility and monitor behavior
- Coordinate and cooperate with law enforcement agencies, neighborhood associations, and business organizations to enhance relations.
- Oversee and report facility issues.
- Make departure and no loitering announcements regularly.
- Enforce the CATA rules while treating everyone with dignity and respect.
- Provide security personnel who are highly trained, work well independently, and have good judgment, de-escalation, and relational skills. Provide security supervisor with a strong law enforcement background.
- Provide physical security for the CATA Administrative Office campus as required.

2-C Scope of Work

The following objectives delineate the specifications for this project. All proposals should fully describe the proposer’s understanding of CATA’s need and how the proposer will accomplish meeting those needs.

The Contractor must provide security guards, and guard supervision at the CTC, and on selected buses (on-board guard), when needed, or assigned. Also, to provide specific facility management services as described below. Security is armed with Defensive Repellent (personal protection spray) only. The Contractor may occasionally be required to carry firearms and must have training, qualifications, and legal permits to do so.

Specific duties include, but are not limited to:

- Provide trained and qualified personnel to meet the requirements of this project.

- Perform as front line CATA representatives to the public and provide assistance and support to all CATA employees and the public.
- Be visible and available to courteously and professionally answer or refer questions, comments and complaints from the public and CATA employees. Assist with problem solving for these groups including injuries, assaults and emergencies.
- Be responsible for monitoring and recognizing weather, physical and human threats and emergencies. Security personnel will manage these situations in accordance with **CATA Banning Procedures (see Exhibit #2) and, CATA CTC Severe Weather Emergency Service Plan (See Exhibit #8).**
- Monitor customer behavior and enforce the **CATA Rules (see Exhibit #1), including no smoking areas, no loitering, and no trespassing.** Although monitoring customers can be done by watching camera monitors, performing that activity exclusively will not be acceptable. Monitoring customer behavior should be accomplished by direct observation by guards who are actively patrolling the facility at all times. This will also meet the desired goal of showing a high visibility presence to customers and employees.

Review camera system and copy key images as requested or required.

- Regularly announce selected bus departures over the public address system.
- Report to CATA supervision, buses that depart before being released by radio on selected trips as determined by CATA.
- Cooperate, coordinate and strategize with CATA staff, neighborhood and business organizations, Lansing Police and area schools including Lansing School District personnel. Attend, participate in and initiate meetings as needed.
- Communication meeting schedule will be agreed to between CATA and the Contractor.
- Deny access to the CTC and bus service to individuals who have committed offenses according to the **CATA Banning Guidelines (see Exhibit 2, 3, 4, 5, and 6).** All property and service denials will be approved by the CATA Project Manager.
- Thoroughly and properly document all security-related activity through **Security Incident Reports (see Exhibit 10) and Daily Activity Sheets (see Exhibit 7).** 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 signed and dated by the responsible guard and submitted to the CATA Project Manager, electronically, on a daily basis.
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- Provide security to employees walking to the parking lots. Project Monitor and utilize the camera surveillance system and report any operational issues to CATA's IT Department.
- surveillance
- 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 all CATA property in accordance with the CATA Technology Policy (see Exhibit 9). Repair or replacement of broken or lost items will depend on who is responsible, whether it is due to normal

or negligent use and depending on circumstances. 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.
- Contractor to provide gloves as needed, and one pocket-size air horn device or whistle for each guard for purposes of obtaining assistance in emergencies, etc.
- Assign uniformed guards to ride along on selected bus trips to monitor customer behavior and enforce the rules, in cooperation with the vehicle operator and CATA supervision, if requested. Monitor and oversee contracted janitorial services in cooperation with CATA and the janitorial firm, including janitorial employee check-in. The contractor will be responsible for notifying CATA's Facilities Department within an hour of the scheduled report time when janitorial employees fail to check-in.
- Monitor and oversee contractors performing facility repairs in cooperation with CATA Facilities Department to include contractor check-in, issuing work orders and gathering completed work orders from the contractor(s) and forwarding them to the CATA Facilities Department.
- Monitor and inspect the condition of the facility. Report to CATA's Facilities Department the need for maintenance, repairs, or other services as necessary. All work will be secured, authorized, and coordinated through CATA's Facilities Department.
- There will be times when an individual or representative will want to discuss security complaints, incidents and consequences. It is required that security Contractor personnel will coordinate those meetings with the CATA Project Manager and be available and willing to discuss these issues with individuals and their representatives to seek resolution.
- Maintain two public clocks with accurate time of day.
- Monitor cash removal of two change machines as needed.
- Program the public music system.
- Receive and record lost bicycles from buses and storing them in the basement. Disposal of bikes that have been in Lost and Found greater than 10 days on a monthly basis. Contractor shall be responsible for managing the disposal of bicycles and not exceed the storage requirement per disposal instructions received from CATA.
- Assist with the daily money pick up, daily cash accounting and close of business operations.
- Assist with snow removal and salting all entrances and building access ramp on Grand Avenue.
- Assist with set up and clean-up for special events at this facility when needed.

CATA is not required to provide contractor parking spaces or payment for parking.

CATA may require the vendor to perform investigations or security consulting services as determined.

HOURS AND DAYS OF SERVICE

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

Two security guards should be assigned at all times, and the schedule will be agreed to by CATA.

The Contractor will be responsible for notifying the CATA Program Manager immediately if any manpower schedule cannot be met.

Security needs are influenced mainly by the Lansing School District (LSD) calendar. 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 0700-2030. CATA service ends early on Christmas Eve, and New Year's Eve, therefore the guards would be assigned only until 2030 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.

CTC HOURS/SECURITY COVERAGE

The Contractor will provide security at the CTC from 0600-0030 M-TH, 0600-0030 on Fridays, and 0700-0030 on Saturdays, and from 0700-2030 on Sundays. For the purpose of budget calculation, the following is an approximate number of annual hours of security coverage:

Supervisor:	2,120 Hours
CTC Guards	12,545 Hours
On-Board Guards	775 Hours
Total:	15,440 Hours

It is expected that there will be at least two security personnel at the CTC facility at the estimated number of hours indicated above. Exceptions to this must be approved by the CATA Project Manager.

There must be a minimum of three security personnel guarding the CTC from 1430-1630 when school is in session or during the two hour period that is pertinent for half days. During these peak hours, it is required that one of the security personnel be a Security Supervisor.

It is expected that there may be additional off-site work as required.

FINANCIAL PENALTIES FOR MANPOWER SHORTAGES

Agreed to staffing requirements for this project are critical. Therefore, penalties for not notifying CATA immediately and non-performance in this area will be as follows:

- A. Failure to alert CATA Supervision at least one hour before the fact that the minimum stated manpower needs will not be met will result in a penalty of \$100.00 per occurrence.
- B. Failure to provide planned on-board guards or a Supervisor as described in this RFP will result in a penalty of \$100.00 per hour of non-coverage.

REPORTS AND RECORDS

- A. Maintain a statistical database with back up records kept at a minimum of three (3) years of the following documents:
 1. Documentation of violations of facility rules and regulations and any criminal activity.
 2. Documentation of facility banning by reason and duration.
 3. Documentation that can be reported in summary and compared to previous years by month and year including percent of change.
 4. Documentation that satisfies Federal Transportation Administration (FTA) National Transit Database (previously known as Section 15) reporting criteria (upon request). If needed, this report would be due by the fifteenth of each subsequent month.

- B. Provide the daily activity sheets and any incident report forms, to be e-mailed to Project Manager by noon the following day.
1. Provide copy of the ban forms (ban notification forms, appeals, and agreements), within 24 hour of receipt
 2. Provide four copies of the ban photos (provide a printed copy, and maintain an electronic shared file)
 3. Updated electronic ban list of all individuals and their current status
 4. CTC cleanliness and maintenance inspection report
 5. Provide a copy of the security employee schedule
 6. Maintain electronic file of building employee photos
 7. Maintain electronic file of security personnel photos
 8. On board guards will provide a report for each assigned trip
9. All personnel will document time spent on special projects including time in and time out that is eligible for payment by CATA. This information will be available for review and approval by the CATA Project Manager.

QUALITY CONTROL AND QUALITY ASSURANCE

The firm will develop and implement a strategy for quality control and quality assurance on all components of this project. Of special interest is:

- A. The plan for required staffing levels to be maintained or notification to CATA that staff levels will not be met.
- B. How complaints about security personnel will be processed and resolved.
- C. How guard performance will be monitored after hours and on weekends.

CONTRACT PAYMENT/MONTHLY BILLING

The Contractor shall invoice CATA for services on a monthly basis. Payment shall be made by CATA within 30 days of receipt of a complete, correct and CATA approved invoice that includes documentation of actual hours worked for each position. If billing discrepancies are noted, CATA will withhold all of part of the payment until any discrepancies are resolved. Non-performance penalties as described in this RFP will be deducted from the payment.

UNIFORM AND APPEARANCE

A. This is a highly visible project. It is imperative that all security personnel look and perform with the highest degree of professionalism at all times. Failure to comply may be grounds for termination of this contract. Any discrepancies in performance or appearance will be reported to the CATA Contract Manager who will bring it to the Contractor's attention to seek resolution.

B. Uniforms – The firm will describe and provide a picture in the proposal of the uniform to be worn by security personnel and will be approved by CATA. Seasonal uniforms are acceptable and must be approved by CATA. Ties are mandatory from the 1st Monday in November, through March 31st.

INSURANCE REQUIREMENTS

The firm agrees to maintain, at its expense, professional liability insurance in an amount of at least \$3,000,000 per occurrence, and worker's compensation insurance to protect against claims of liabilities of any character arising from the performance of investigative and/or security services under the executed Agreement, and to provide evidence of same in the form of a Certificate of Insurance, naming both CATA and Client as additional insured.

DRUG AND ALCOHOL POLICY

Firm shall have a formal Drug and Alcohol policy. It must include provisions for Reasonable Suspicion and Random testing of all personnel assigned to this project. It must also include the following provisions:

CRIMINAL DRUG CONVICTION:

The possession, sale, or distribution of any prohibited drug or alcohol in the workplace which results in a criminal conviction by any Contractor employee will be cause for immediate termination of work on this project. Law enforcement officials will be notified, as appropriate, when criminal activity is suspected.

REFUSAL/FALSIFICATION OF TEST:

Any Contractor employee who refuses to permit or falsifies urine and/or blood tests administered under this policy shall be prohibited from working on this project.

CONFIDENTIALITY:

The Contractor shall make every effort to assure the confidentiality throughout the testing process and to protect the individual dignity and the right to privacy of each employee. In the event the Federal Transit Administration (FTA) mandates a stricter policy, the Contractor will comply with that policy.

2-D CATA Responsibility

- Copies of existing reports
- Access to appropriate CATA facility(s)
- CATA will provide 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 all CATA property in accordance with the CATA Technology Policy (see Exhibit 9). Repair or replacement of broken items will depend on who is responsible, whether it is due to normal or negligent use and depending on circumstances. The purchasing and cost of all office supplies with the exception of printer toner, is the responsibility of the Contractor.

2-E General Requirements

Timeliness: The services of the successful respondent are to commence upon the contract start date.

Meetings: The successful respondent (Contractor) shall meet with the CATA project manager during the project as required. These sessions may be conducted over the telephone, in person, or via e-mail, as determined by the CATA Project Manager. The Contractor shall make immediate phone calls to the CATA Project Manager if any significant problems are encountered for the duration of the contract.

Oral Presentations: In addition to any committee and/or community outreach meetings established in the scope of work, the contractor may also make presentations.

Progress Reports: Upon request, the successful respondent shall provide monthly written progress memos to CATA's Project Manager. These reports will identify work accomplished, problems encountered during the past month, methodology and timeline for resolving these problems and the activities planned for the upcoming month. These memos shall be provided to the Project Manager by the 10th day of each month. The report can be e-mailed to the Project Manager.

Project Reports: The successful Contractor shall provide to the Project Manager an Executive Summary of the entire project.

2-F Deliverables

Daily activity sheets and incident reports

2-G Detailed Work Plan

Within 10 working days of the award of the contract, the Contractor will submit to CATA's Project Manager, for discussion, review and approval, an adjusted technical work plan including the following:

- The Contractor's final project organization structure.
- The Contractor's (and subcontractors) detailed manning table with names, titles, addresses, telephone numbers, fax numbers, e-mail addresses and any other critical information, by task if appropriate.
- The project breakdown showing subprojects, activities and tasks, products, public involvement, decision points, and resources (person hours or days and dollar amount) required and allocated to each elements of the work plan.
- The time-phases planned for completing the project.
- Within one week following the submittal of the detailed work plan, the Contractor's representative will meet with CATA's Project Manager to review the components of the work plan and to finalize the direction of the project.

2-H Proposal Requirements

- Detailed description of Respondent's plan for implementing Scope of Work; Respondent's detailed technical work plan including such things as a proposed schedule/time line.
- Proof of insurance coverage capability.

- Statement describing the Respondent's understanding of CATA's stated requirements and objectives.
- Qualifications of the Primary Contractor and each sub-contractor.
- Qualifications of the key individuals from each firm assigned to the project.
- Past experience on similar service contracts – up to 3 examples for the prime and each sub-contractor.
- List of three (3) references including specific contact names, addresses, telephone numbers, fax numbers and e-mail addresses.
- DBE (Disadvantaged Business Enterprises) and/or SBE (Small Business Enterprises) firms to be involved in the project.
- Statement of Agreement with CATA Standard Terms & Conditions and the RFP.
- Statement of compliance and agreement to continue compliance with Federal and State laws and regulations, including regulations of the Federal Transit Administration (“FTA”) and the Michigan Department of Transportation (“MDOT”).
- Detailed timeline for each task including key meetings and critical tasks.
- Additional Information and Comment – include any other information that is believed to be pertinent, but not specifically asked for elsewhere.
- A description of the Respondent's Quality Assurance Program.
- A detailed description of the Respondent's Transition Plan both into and out of the proposed Agreement.
- A list of any work that is to be sub-contracted and a description of the qualifications of the Prime Contractor and each Sub-Contractor on the team.
- An organizational chart of the Respondent and all Sub-Contractors.
- The name and telephone number of person(s) in the Respondent's organization authorized to negotiate/expedite the proposed contract with CATA.
- Executed “Buy America,” “Lobbying,” and “Debarment, Suspension and other responsibility matters” certificates.

2-I Cost of Project

Respondents to include with their proposal detailed and complete project cost as described in Section I-R; Pricing and Payment.

TASK	RATE	Estimated Annual Hours	Year 1	Year 2	Year 3	Year 4	Year 5	Optional
			Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Year 6 Hourly Rate
CTC Security Supervisor	Straight	2040	\$	\$	\$	\$	\$	\$
CTC Security Supervisor	Overtime	80	\$	\$	\$	\$	\$	\$
CTC Security Supervisor	Holiday	0	\$	\$	\$	\$	\$	\$
CTC Security Officer	Straight	12,335	\$	\$	\$	\$	\$	\$
CTC Security Officer	Overtime	0	\$	\$	\$	\$	\$	\$
CTC Security Officer	Holiday	210	\$	\$	\$	\$	\$	\$
CTC On-Board Security Officer	Straight	775	\$	\$	\$	\$	\$	\$
Investigation Rate	Straight	40	\$	\$	\$	\$	\$	\$
Consulting Rate	Straight	0	\$	\$	\$	\$	\$	\$
Armed Security Guard	Straight	0	\$	\$	\$	\$	\$	\$

Annual Estimated Total Cost	
(Multiply estimated annual task hours by the associated yearly hourly rate and total)	
Year One (1) Total	\$
Year Two (2) Total	\$
Year Three (3) Total	\$
Year Four (4) Total	\$
Year Five (5) Total	\$
Year Six (6) Total	\$
Grand Total	\$

- **FILL IN ALL CELLS IN THE ABOVE TABLES, DO NOT LEAVE BLANKS.**
- **IF YOUR RESPONSE IS “\$0.00”, FOR ANY HOURLY RATE ABOVE, PLEASE STATE SAME.**
- **IF YOU QUOTE \$0.00 FOR ANY HOURLY RATE ABOVE, CATA WILL INTERPRET RESPONSE AS “NO HOURLY RATE CHARGE” TO CATA FOR THAT SERVICE.**
- **IF YOU ARE NOT QUOTING ON A REQUESTED RATE, PLEASE STATE “N/Q” WITHIN THAT CELL.**

SECTION 3: COMPLIANCE REQUIREMENTS

3-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.

3-B Disadvantaged and Small Business Enterprises

Disadvantaged Business Enterprises (“DBE”) and Small Business Enterprises (“SBE”) 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://mdotjboss.state.mi.us/UCP/>

3-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. Debarment Certification per 49 CFR 29; Appendix D must be signed by Respondent and included in proposal submittal.
9. Surface Transportation Assistance act of 1982 ("Buy America Act"); Appendix E must be signed by Respondent and included in proposal submittal.
10. Lobbying Disclosure Act of 1985; Appendix F must be signed by Respondent and included in proposal submittal
11. Non-Discrimination Clause per 49 CFR, Part 26.
12. 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 www.fmcsa.dot.gov/rulesregs/fmcsr/fmcsrguide.htm.

3-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.

3-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.

3-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.

3-G Complaints or Protests

CATA's Procurement Protest Procedures are available from CATA's Purchasing & Contracts Manager.

3-H Iran Economic Sanctions Act Certificate

IRAN ECONOMIC SANCTIONS ACT CERTIFICATE

RFP #2013-108 – CTC SECURITY SERVICES

In accordance with the Iran Economic Sanctions Act, Michigan 2012 PA 517, effective April 1, 2013, (MCL 129.311, *et seq.*), (the "Act"), 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.

Contractor: _____

By: _____ Dated: _____

Name: _____

Title: _____

3-I Request For Proposal Signature Certification Page**PROPOSAL/BID CERTIFICATION**

CATA Project No. and Name:
RFP 2013-108, CTC Security Services

Respondent, by and through its authorized officer or representative certifies that the following information is complete and accurate:

- Respondent operates and has submitted its proposal/bid for the Project to the RFP as one or more of the following:

_____ Individual or Sole Proprietorship
 _____ Partnership
 _____ Joint Respondent or Joint Venture with _____
 _____ Corporation
 _____ Subsidiary of: _____
 _____ Limited Liability Company

- Respondent address and contact information:

Name: _____
 Contact/Representative -
 Name: _____
 Title: _____
 Street Address: _____
 Mailing Address (if different): _____
 Phone Number: _____
 Fax Number: _____
 Email Address: _____
 Federal Employer Identification Number: _____

- If the respondent's proposal/bid is submitted with one or more joint respondents, attached is an executed Proposal Certification page for each joint respondent.
- Respondent has reviewed the Project solicitation documents, including all amendments and clarifications posted by Capital Area Transportation Authority (if any), and accepts the terms and conditions, subject to any specific exceptions made in respondent's proposal/bid submitted herewith. Further, the undersigned representative is authorized to sign and submit this Proposal Certification and the proposal on behalf of the respondent.

Respondent: _____

Signature: _____ Dated: _____

Printed Name: _____ Title: _____

3-J Contractual Terms and Conditions including Appendices

CAPITAL AREA TRANSPORTATION AUTHORITY

STANDARD TERMS AND CONDITIONS OF PROCUREMENT

PROFESSIONAL SERVICES GREATER THAN \$100,000

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 and the Contractor shall be subject to legal recourse by CATA, plus costs relating to failure to comply.
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 Contractor shall be decided by CATA 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 the Executive Director 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 of the installation.
13. ACCESSORIES. The Contractor shall furnish all accessories required to permit CATA to operate the equipment as contemplated by the Authority. Accessories shall be included in the bid price.
14. TRAINING. The Contractor shall properly train CATA personnel in the operation and maintenance of the equipment.
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 \$_____ 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.

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, or national origin 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. 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.
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 complete and accurate books, documents, papers, accounting records, 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 to allow inspection of all work data, documents, proceedings, and activities related to this contract for a period of three (3) years from the date of final payment under 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 in the Excluded Parties Listing System, at <http://epls.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 \$100,000 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 dated July 13, 2007. 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.

C. MISCELLANEOUS.

- 1. 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.

2. 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: Ms. Sandra L. Draggoo
 CEO/Executive Director
 Capital Area Transportation Authority
 4615 Tranter Street
 Lansing, MI 48910

With a copy to: Dan W. Chandler, Esq.
 Chandler, Bujold & Chandler, PLC
 2855 Coolidge Hwy., Suite 109
 Troy, MI 48084

To Contractor: _____

With a copy to: _____

- 3. 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.
- 4. This contract constitutes the entire contract between the parties and supersedes 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.

APPENDIX A**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 B**ASSURANCES THAT RECIPIENTS AND CONTRACTORS MUST MAKE
(EXCERPTS FROM US DOT REGULATION 49 CFR § 26.13)**

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801, et seq.).

- B. Each contract 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, 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.

POLICY #204

DISADVANTAGED BUSINESS ENTERPRISE POLICY

The Capital Area Transportation Authority ("CATA") is committed to a policy of non-discrimination in the conduct of its business, including the procurement of goods and services. CATA will take affirmative action to assure maximum practical opportunity for participation of Disadvantaged Business Enterprise ("DBE") in the performance of contracts financed in whole or in part with funds from the United States Department of Transportation, the Federal Transit Administration ("FTA"), the Michigan Department of Transportation ("MDOT"), or other state and federal agencies with DBE programs.

The Executive Director of CATA will annually set an overall goal or goals as a "level playing field" for the amount of DBE participation that can reasonably be expected in the absence of discrimination. This goal will be based on demonstrable evidence of ready, willing, and able DBEs that are available to participate in government assisted contracts. Affirmative action shall be consistent with sound procurement principles and applicable law.


This Policy Statement will be executed by the Executive Director and the Board Chair of CATA, and then circulated to all Department Directors, and Department Managers within the organization and circulated to contracting organizations, the state offices which administer programs, and DBE organizations. The Executive Director will give public notice of DBE goals, how the goals were determined, and contact information for public comment.

CATA's Purchasing Manager shall be the DBE liaison for CATA and will be responsible for administering the program. The DBE liaison will report to the Assistant Executive Director and shall have direct access to the Executive Director, as necessary. The DBE liaison will work with all directors and department managers to insure the effective functioning of CATA's DBE program.

The efforts and results of the entire staff will be reported to the Board through the Development Report of the Executive Director.



Sam Singh, Board Chair



Sandra L. Draggoo, CEO/Executive Director

Adopted: 2/9/84
Amended: 6/27/84
11/14/84
3/15/89
10/19/05

APPENDIX C

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.

Official Signature of Contractor’s Authorized

Authorized Official Name & Title of Contractor’s

Date

3-K Small Business Determination Form

CATA SMALL BUSINESS DETERMINATION FORM

Companies responding to Capital Area Transportation Authority (CATA) procurement opportunities (including contractors, subcontractors, material suppliers & service providers/consultants) should complete the following questionnaire.

Company Name _____

Address _____ E-Mail Address _____

City	State/Province	Country	Zip Code	Age of Firm
------	----------------	---------	----------	-------------

Company's Gross Receipts For The Past Year Fall Into The Following Range (Check one):

- | | | |
|---|--|---|
| <input type="checkbox"/> Under \$500,000 | <input type="checkbox"/> \$500,001 - \$1 million | <input type="checkbox"/> \$1 - \$2 million |
| <input type="checkbox"/> \$2 - \$5 million | <input type="checkbox"/> \$5 - \$10 million | <input type="checkbox"/> \$10 - \$22.41 million |
| <input type="checkbox"/> Over \$22.41 million | | |

Company Status (Check all that apply):

- Small Business Enterprise (Per Federal Small Business Administration (SBA) Size Standards Guidelines)
 Website: <http://www.sba.gov/size-standards-tool?ms=nid4060>

Please list NAICS Code(s) below:

NAICS CODE # _____, NAICS CODE # _____, NAICS CODE# _____, NAICS CODE# _____

Gross Receipts For the Past Year (to be used to determine Small Business participation) \$ _____

Average Number of Employees For The Past Year _____

Name (Please Print) _____ DATE: _____

SIGNATURE _____

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:
 - o obscene, threatening, inciting or insulting language or gestures.
 - o running, yelling or throwing objects.
 - o spitting, littering, vandalism or graffiti.
 - o fighting, mock fighting or roughhousing.
 - o standing, sitting or walking in a way that inconveniences, obstructs or interferes with others, i.e., blocking doors, feet on seats, etc.
 - o 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 PROCEDURES**

Documented Warning	Smoking Only – No photos to be taken	*ACTION #1	*ACTION #2	*ACTION #3
Documented Verbal Warning	Short-term ban (14 days or less)	3 Month Ban (Maximum)	Six Month Ban (Maximum)	One-Year Ban (Maximum)

SMOKING IN THE NON-DESIGNATED AREAS**Short-term ban only/14-days or less**

- Written documentation that the person has been banned for 14 days (or less) for smoking in a non-designated area
- Obtain subject's name (if possible) and their physical description
- Secure a photo, from the camera system, of the subject (if possible) and post in a non-public area
- Complete a banning form (signed by the subject), if possible
- Share a copy of the banning document (yellow copy) with the individual, if possible
- Note the incident on your daily activity sheet
- Complete an incident report
- Forward the completed Incident Report to CATA's Customer Service Manager by the next business day

DOCUMENTED VERBAL WARNING

- Inform the person that a verbal warning will be documented by security
- Inform the offender, if possible, that the next step is ACTION #1 which could result in a 90-day (maximum) ban
- Note the person's name (if possible) or provide a physical description & a photo from the camera system (if possible)
- Document the verbal warning on the daily activity sheet
- Forward the documented warning (noted on the daily activity report) to CATA's Customer Service Manager by the next day

ACTION #1 90-Day Ban

- Prepare written documentation that the offender has been banned for 90-days with the stipulation that they have the right to appeal
- Take a photo of the subject, if possible (if not, use the camera system) & post in a non-public area
- Complete a banning form (signed by the subject), if possible
- Share a copy of the banning form (yellow copy) with the individual, if possible
- Complete an incident report & attach the ban forms and worksheets
- Forward the documents to the CATA Customer Service Manager by the next business day

*ACTIONS MAY BE ONLY BE BYPASSED IF THE OFFENSE WARRANTS IMMEDIATE PROGRESSION TO THE NEXT OR HIGHER LEVEL STEP (MUST BE APPROVED BY CATA)

ACTION #2 180-Day Ban

- Prepare written documentation that the offender has been banned for 180-days, with the stipulation that they have the right to appeal
- Take a photo of the subject, if possible (if not, use an existing photo or the camera system) & post in a non-public area
- Complete a banning form (signed by the subject), if possible
- Share a copy of the banning document (yellow copy) with the individual, if possible
- Complete an incident report & attach the ban forms and worksheets
- Forward the documents to the CATA Customer Service Manager by the next business day
- Contact a CATA Supervisor for his signature on the banning form (during or after the incident)
- Document your attempts to contact a CATA Supervisor, if one was not available
- Consider filing a trespassing or criminal complaint (to be handled by the Security Supervisor only)

ACTION #3 One-Year Ban

- Prepare written documentation that the offender has been banned for a period of one year, with the stipulation that they have the right to appeal
- Take a photo of the subject, if possible (if not, use an existing photo or the camera system) & post in a non-public area
- Complete a banning form (signed by the subject), if possible
- Share a copy of the banning document (yellow copy) with the individual, if possible
- Complete an incident report & attach the ban forms and worksheets
- Forward those documents to the CATA Customer Service Manager by the next business day
- Inform the CATA Customer Service Manager as soon as possible via office or cell phone
- Contact a CATA Supervisor so that he can be involved in the ban while it is in progress, if possible
- Document your attempts to contact a CATA Supervisor, if one was not available
- Consider filing a trespassing or criminal complaint (to be handled by the Security Supervisor only)

After a person has progressed through actions #1, #2, and #3 – the only action remaining is an

INDEFINITE BAN

- Inform the subject that they have now been banned from CATA indefinitely
- Take a photo of the subject, if possible (if not, use an existing photo or the camera system) & post in a non-public area
- Complete a banning form (signed by the subject), if possible – note the person has now been banned **INDEFINITELY**
- Share a copy of the banning document (yellow copy) with the individual, if possible
- Complete an incident report & attach the ban forms and worksheets
- Inform the CATA Customer Service Manager via office or cell phone immediately
- Inform the subject that he or she has the option to talk with the Customer Service Manager after one-year
- Contact a CATA Supervisor so that he can be involved whenever an indefinite ban is in progress
- Document your attempts to contact a CATA Supervisor, if one was not available
- Consider filing a trespassing or criminal complaint (to be handled by the Security Supervisor only)

EXHIBIT #3

BANNING WORKSHEET FORM

OFFENSE(S)			FACTORS TO BE CONSIDERED		ACTIONS
CIRCLE ALL THAT APPLY BELOW			NOTE RESPONSE TO EACH		CIRCLE ACTION(S) TAKEN
Bicycling	Rollerblading	Skateboarding	Student traveling to, from, or during school hours?		Verbal Agreement
Smoking	Loitering	Prior bans	Perceived limited capabilities?		Written Agreement
Running	Yelling	Throwing things	Compliance with security?		Parental Involvement
Panhandling	Soliciting	Repetitive warnings	Overall record of behavior?		School Involvement
Alcohol consumption	Open alcohol	Trespassing	Who was the aggressor?		School Notification
Profane language or behavior	Failure to comply with security	Mock fighting	Nature of threat?		Banning from CTC
Loud or disorderly language or behavior	Blocking doors or walkways	Roughhousing	Ability or willingness to carry out the threat?		Ban from CATA buses
Obscene language or behavior	Unsafe behavior	Fighting	Prior bans for same or other offenses?		Ban Extended
Offensive language or behavior	Harassing others	Assault/battery	Type and severity of activity/incident?		Consulted with CATA Management
Disruptive language or behavior	Annoying others	Use of illegal substances	Frequency of violation/occurrence?		Police involvement
Threatening language or behavior	Intimidating others	Possession of illegal substances	Need for police involvement?		Subject taken by LPD
Inciting language or behavior	Vandalism	Sale of illegal substances	Injuries?		Notification to police/courts
Insulting language or behavior	Graffiti	Possession of weapons	Need for medical treatment?		NOTES:
Spitting	Interfering or disrupting the safe operation of CATA vehicles	Use of weapons	Sale vs. possession?		
Health risk		Sale of weapons	Type of drug or weapon?		

EXHIBIT #4

**CAPITAL AREA TRANSPORTATION AUTHORITY
BAN NOTIFICATION**

Date: _____ **Incident Date:** _____

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

Address: _____

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

Telephone: _____ **Alternate Phone:** _____

E-mail Address: _____

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

Effective, _____, you are banned from riding any CATA buses and you are not allowed at the CATA Transportation Center (CTC) in its entirety, including, but not limited to the public areas in and around the facility, parking lots, service corridors and sidewalks for _____, until _____, for the offense(s) of _____.

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.

Signature: _____ **Date:** _____

Security: _____ **Date:** _____

IF YOU WISH TO APPEAL THIS BAN, YOU MUST REQUEST A CATA APPEAL FORM. AFTER COMPLETING THE APPEAL FORM, MAIL IT TO: CATA 4615 Tranter Street, Lansing, MI 48910 – Attn: Customer Service Manager

White – Individual

Yellow – Security Office

Pink and Goldenrod – CATA

10-26-11

EXHIBIT #5

**CAPITAL AREA TRANSPORTATION AUTHORITY
AGREEMENT**

Printed Name: _____ **Date:** _____

Current Address: _____ **Telephone:** _____

Incident Report Number: _____ **Incident Date:** _____

_____ **CATA TRANSPORTATION CENTER (CTC)**
 Effective on the above date, your ban from the Capital Area Transportation Center, also known as the CTC, has been reduced and/or suspended in an agreement that you will follow the CATA Rules of Conduct without any further incidents. In the event that you fail to comply with the CATA Rules of Conduct, your original ban will be reinstated.

_____ *You are no longer banned from the CTC, as long as you continue to comply with the CATA Rules of Conduct without any further incidents until _____.

_____ *Your ban from the CTC has been reduced to a shorter period, and is now effective from _____ until _____ only.

_____ **CATA BUSES**
 Effective on the above date, your ban from the Capital Area Transportation Authority (CATA) buses, has been reduced and/or suspended in an agreement that you will follow the CATA Rules of Conduct without any further incidents. In the event that you fail to comply with the CATA Rules of Conduct, your original ban will be reinstated.

_____ *You are no longer banned from the CATA buses, as long as you continue to comply with the CATA Rules of Conduct without any further incidents until _____.

_____ *Your ban off the CATA buses has been reduced to a shorter period, and is now effective from _____ until _____ only.

***IF YOU FAIL TO COMPLY WITH THE CATA RULES OF CONDUCT, YOUR ORIGINAL BAN OF _____ WILL BE REINSTATED OR ONE OF THE FOLLOWING STEPS MAY BE TAKEN (steps may be bypassed if the offense warrants immediate progression to the next level):**
Step 2/up to 6 months Step 3/up to 1-year Indefinitely

By signing this agreement, you agree to the above terms:

Individual Signature: _____ Date: _____

Security Supervisor: _____ Date: _____

Approved by CATA: _____ Date: _____

White copy – Individual Yellow – Security Office Pink & Goldenrod - CATA
10-26-11

EXHIBIT #6

CATA BAN/SUSPENSION APPEAL FORM

If you have been banned from the CATA fixed-route bus system or from any CATA property, you have the right to appeal the decision.

1. First you must contact CATA to request a Ban/Suspension Appeal Form.

Unless you are instructed otherwise, you will not be allowed to utilize the service or be on property while your appeal is pending.

2. Once you receive the form, you must complete and return the APPEAL REQUEST FORM explaining why you believe CATA should reconsider their action(s).

The Appeal Request Form can be dropped off to Security at the CTC (with prior permission) or you can mail the form to:

CATA
Attn: Customer Service Manager
4615 Tranter Street
Lansing, MI 48910

3. Once the appeal form is received, your explanation about what happened will be reviewed along with the following information:
 - Incident Report
 - Notes regarding compliance with CATA personnel, security, or police
 - Overall record of behavior
 - Prior history
 - Risk/threat of safety to others
 - Severity of offense
4. Once the above information is reviewed, you will be contacted by the Security Supervisor or the Customer Service Manager to discuss your request to appeal the ban.

CATA APPEAL FORM

(PLEASE PRINT CLEARLY)

Today's Date: _____ Approximate Date of Ban: _____

Name (please print clearly): _____

Address: _____

City/State/Zip Code: _____

Phone Number(s): _____

Email Address: _____

Please explain what happened on the date you were banned or suspended from CATA property or fixed-route service. After that, please explain why you believe CATA should reconsider that decision (you may use the back of this form or an additional sheet(s), if necessary):

Signature: _____

Return both copies of this form to the CTC (with prior permission) or mail to:

CATA/Attention: Customer Service Manager

4615 Tranter Street, Lansing, MI 48910

Cover sheet – Individual

12-22-10

CATA APPEAL TRACKING FORM

(For internal use only)

CATA Representative Name: _____ Dept: _____

Appeal Requested by: _____

Today's Date: _____ Approx. Date of Ban: _____

Requested by (circle one): Telephone In person

Person requesting appeal? Self Parent School Court Official
Other? Specify relationship to banned individual? _____ Age (of banned individual)? _____

Form provided to/or mail to: Name: _____

Mailing address: _____

City/State/Zip Code: _____

Telephone number(s) where they can be reached: _____

E-mail address: _____

Provider's notes/comments: _____

Note any comments or instructions given to the person requesting an appeal:

Date sent, or prepared for mailing: _____ by: _____

Original - CATA/CS Manager

Copy to - Security

EXHIBIT #8**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:

Today's Date:

_____ **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.

ROLE/STATION/RESPONSIBILITY

Today's Date: _____

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 #9

CATA 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 and contractors. The purpose of these guidelines is to ensure that employees and contractors 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 and contractors 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 interests, 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 and contractors. 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 and contractors accessing the Information Systems for the Internet and other electronic communications are representing CATA. All communications should be for professional reasons. Employees and contractors are responsible for seeing that use is in an effective, ethical, and lawful manner. Each employee and contractor 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 message 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 and contractors 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. Data storage, 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 and contractors 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 and contractors 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 magnetic tape, disc, or other media. Any copy which is 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.

EXHIBIT #10

Report #

SECURITY INCIDENT REPORT

Incident Date	Incident Time	Report Date	Report Time	Incident Number		
Job Number		Officer(s) on Duty		Incident Location	Incident Type	
Incident Address						
VICTIM						
First Name	Middle	Last Name	DOB	Sex	Female Male	
Street Address			City	State	Zip Code	Phone Number
WITNESS #1						
First Name	Middle	Last Name	DOB	Sex	Female Male	
Street Address			City	State	Zip Code	Phone Number
WITNESS #2						
First Name	Middle	Last Name	DOB	Sex	Female Male	
Street Address			City	State	Zip Code	Phone Number
WITNESS #3						
First Name	Middle	Last Name	DOB	Sex	Female Male	
Street Address			City	State	Zip Code	Phone Number
SUBJECT/SUSPECT						
First Name	Middle	Last Name	DOB	Sex	Female Male	
Street Address			City	State	Zip Code	Phone Number
Height	Weight	Eye Color	Hair Color	Clothing Description		
VEHICLE						
Year	Make	Model	Style	Color	License Plate	
PROPERTY (Missing, Stolen, Damaged)						
Property Description						Value
LAW ENFORCEMENT INFORMATION						
Date	Complaint Number	Agency	Responding Officer		Badge Number	
DK / CLIENT INFORMATION						
Command Center Operator		Date	Time	Client Contact Notified		Time

Page _____ Of _____ Reporting Officer(s): _____

Signature(s): _____ Reporting Date: _____ Time: _____

