
Capital Area Transportation Authority

CTC Security Services

Request for Proposal – Project # 2019-101

SCHEDULE OF ACTIVITIES

RFP Released:	February 18, 2019
Written Questions Due to CATA:	February 22, 2019 @ 2:00 PM Eastern Time
Pre-Proposal Meeting (optional):	February 26, 2019 @ 10:30 AM Eastern Time 420 S. Grand Avenue, Lansing, MI 48933
CATA's Responses to Questions Released:	March 5, 2019
Number of Proposals and Due Date:	Submit seven (7) proposal copies and (1) electronic ("PDF") copy on CD/DVD or flash drive by 2:00 PM Eastern Time on March 15, 2019
Oral Interview(s)/(Optional)	April 15 or April 16, 2019, if held
Anticipated Award Date:	May 2019

Released on: February 18, 2019

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SECTION I: PROCUREMENT PROCESS

I-A Issuing Office

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

All communications regarding this project during the procurement process must be in writing and addressed to CATA’s Purchasing & Contracts Department:

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

I-B Project Management

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

Lolo Robison
Director of Marketing & Customer Experience
Public Information Officer
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910

I-C Project Oversight

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

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

I-D Incurring Costs

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

I-E Contract Term

The term of the proposed contract will commence July 1, 2019 and continue for a one (1) year period through June 30, 2020. CATA shall thereafter have four (4), one (1) year options to extend the contract term.

I-F Contract Extension

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

I-G Type of Contract

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

I-H Questions/Changes to the RFP

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

I-I Pre-Proposal Meeting

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

The pre-proposal meeting will begin with a site walk-thru at the 10:30 A.M. Eastern Time at CATA Transportation Center (CTC), 420 South Grand Avenue, Lansing. The Purchasing and Contracts Manager will meet the vendors in the atrium to conduct a site walk-thru of the building. Parking will be the responsibility of the vendor. Vendors can park in nearby parking structures or at metered parking along the building.

I-J Proposals

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

I-K Submission Requirements

Refer to Section II-D Proposal Requirements.

I-L Acceptance of Proposal Content

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

I-M Economy of Presentation

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

I-N Primary Contractor Responsibilities

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

If any part of the work is to be subcontracted: All subcontracted work to which costs will be passed through CATA or outside services must comply with CATA's procurement procedures. All bidding summary sheets

must be attached to subcontractor receipts/invoices and sent to CATA. Any sole-source awards must be documented, and this documentation must be attached to the invoice submitted to CATA.

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

The primary contractor should make every effort to include Disadvantaged Business Enterprises in this project.

I-O Other Duties Assigned by CATA

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

I-P Selection Criteria

Responses to this RFP will be evaluated based upon the following factors as presented in the respondent's proposal. The criteria used to evaluate the proposals are provided below and are listed in order of importance. Therefore, the contract may be awarded to a firm which is not necessarily the low bidder.

Evaluation Criteria:

1. Qualifications of the firm and staff;
2. Pay and compensation package to employees:
 - a. Full-time employees
 - b. Part-time employees
3. Training provided to officers assigned to this project;
4. Overall cost;
5. Completeness and responsiveness of proposal to RFP.

CATA will constitute 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 an 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.

Each contractor should make every effort to include Disadvantaged Business Enterprises in this project.

I-Q 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. A maximum of 30 minutes will be allowed for each presentation, followed by 30 minutes for questions and answers (timing and duration to be determined by CATA). If an oral presentation is required, the vendor shall be responsible for all related costs, including travel, meals, lodging, etc.

I-R Independent Price Determination

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

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

I-S Pricing and Payment

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

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

CATA
Attn: Accounts Payable
4615 Tranter Street
Lansing, MI 48910

The invoice must contain the following information:

1. Invoice Number
2. Time Period covered by Invoice
3. Description of Work Completed
4. Contact Person and Phone Number
5. Payment Remit Address

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

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

SECTION II: STATEMENT OF WORK

II-A Background

The Capital Area Transportation Authority (“CATA”) is 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 (Spec-Tran) designed to meet the needs of persons with disabilities. CATA provided 10.4 million passenger trips in Fiscal Year 2018.

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

II-B Objectives

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

- Provide physical security for the CATA Transportation Center, employees, and the public.
- Provide on-board security, if needed, on select bus routes.
- Build strong relations with the public, community, and law enforcement while constantly working to reduce criminal activity.
- Actively patrol the facility, primarily on foot, and monitor guest behavior. It is imperative to demonstrate that security is present and visibly monitoring facility and vehicle activities.
- Coordinate and cooperate with law enforcement agencies, neighborhood associations, and business organizations to enhance community relations.
- Oversee and report facility and equipment issues.
- Ensure that preapproved recorded announcements are continuously played over the public announcement system.

- Equitably enforce CATA's rules while treating everyone with dignity and respect.
- Provide security personnel who are highly trained, work well independently, and have good judgment; de-escalation, problem solving and relational skills. Provide security supervisors with strong law enforcement and managerial proficiency.
- Provide physical security for the CATA Administrative Office facility as required.
- CATA security needs are subjective to change or may evolve based on varying conditions and factors. Any changes to the scope of work, necessitated by varying conditions and factors, will result in an amendment to the contract.

II-C Scope of Work

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

Specific Contractor duties include, but are not limited to:

- The successful Contractor shall provide all labor, supervision and equipment necessary for complete and efficient security officer services for the CTC, its building, grounds, equipment and people using these facilities.
- The successful Contractor will conduct background checks at no cost to the prospective hire.
- Contractor will provide fully detailed weekly reports of incidents and banning activities for the preceding week by close of business each Monday.
- Contractor will provide a Monthly Performance Report no later than the tenth day of the month for the previous month. The Monthly Performance Report will contain the following information:
 - Number of officers that left working the site either voluntarily or non-voluntarily.
 - Average time to replace those officers.
 - Number of officers assigned to the CTC Site.
 - Number of officers late by five (5) minutes or more.
 - Dates and times when Contractor failed to meet required staffing level.

- Contractor will be responsible for opening the CTC and disarming the security alarm.
- Contractor will be responsible for closing the CTC and setting the security alarm at designated times during the week as prescribed in the hours of operation.
- Security supervisor will be responsible for answering calls from Security Alarm contractor, sometimes outside of working times, and provide password to confirm disarming of alarm. Designated CATA staff must be notified if the alarm is triggered.
- Observe CATA procedures and rules, including regular and timely completion of security related forms (see Exhibits #1-10) which are subject to periodic review and revisions as warranted or deemed necessary by CATA and the Contractor.
- Monitor customer behavior and equitably enforce the CTC Rules (Exhibit #1). Monitoring customer behavior will be mainly accomplished through direct observation by officers patrolling the facility. This will also meet the desired goal of showing a presence to the customers and employees. It is required that officers are actively patrolling the facility and vehicles as warranted.
- All security officers will successfully complete a minimum of two (2) eight (8) hour shifts of training prior to permanent or temporary assignment to any CTC site at security firm's cost.
- Only security officers that have successfully completed the required minimum training will be allowed to work the CTC site. Any other personnel working on this site will not be invoiced to CTC.
- All security officers must have basic training on the use of fire suppression equipment, including fire extinguishers, prior to being assigned to this site.
- All security officers must be certified in Contractor-provided Adult CPR/AED and First Aid by an accredited training organization prior to assignment to the CTC. Certificates must be maintained and current for security officers working at the CTC. The Contractor shall provide copies of First Aid and CPR/AED Certificates to CATA's customer experience manager prior to the assignment of the security officer to the CTC. All certifications must be kept up to date at the cost of the contractor.
- All security officers must be trained in Contractor-provided MIOSHA approved Blood Borne Pathogens training prior to assignment to the CTC. Training in Blood Borne Pathogens must be maintained and current for all security officers assigned to the CTC. The Contractor shall provide copies of Blood Borne Pathogens training to CATA's customer experience manager prior to assignment of the security officer.
- Contractor is responsible for retraining or replacing contractor employees failing to uphold the listed duties at no cost to CATA.

- CATA is not responsible for any costs for Certification and/or Recertification Training including officer time while attending training.
- Ability to maintain two-way radio communications with the CTC customer experience manager at all times.
- Officers are required to cooperate with law enforcement and other emergency authorities to provide assistance in reporting and identifying trespassers and other individuals who have committed unwarranted or illegal acts against the CTC, its employees or guests visiting the facility.
- Perform security duties as an extension of CATA's customer experience team, providing assistance and support to all CATA employees and the public.
- Be highly visible and available to courteously and professionally answer or refer questions, comments and complaints from the public and CATA employees. Assist with problem-solving on behalf of all personnel, patrons and members of the public including situations involving injuries, assaults and emergencies.
- Monitoring, recognizing and appropriately responding to weather, physical and human threats and emergencies. Work with facilities manager to ensure that the CTC basement which serves as tornado shelters is clearly marked, remain clear of debris. Security personnel will manage these situations in accordance with CATA CTC Severe Weather Emergency Service Plan (See Exhibit #8).
- Review camera system and copy key images as requested or required by the customer experience manager, street supervisor, law enforcement personnel, and or director of marketing and customer experience.
- Show proficiency in the operation of the surveillance camera system, and utilize the system to monitor and document guest conduct while at the CTC. Acquire camera footage to identify those in violation of CTC rules and assist law enforcement in the identification and prosecution of criminal offenders.
- Cooperate, coordinate and strategize with CATA staff, neighborhood and business organizations, Lansing Police and area schools, including Lansing School District personnel.
- Contractor will cooperate fully with CATA to ensure regular communication by email and face-to-face meetings in accordance with an established schedule.
- Deny access to the CTC and bus service to individuals who have committed offenses according to the CATA Banning Guidelines (see Exhibits #1, 2, 3, 4, 5 & 6).

- 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 electronically to CATA's director of marketing and customer experience on weekly basis. Activities of a critical nature should be brought to the attention of the customer experience manager and director immediately upon occurrence.
- Provide security to employees walking to their parked vehicles.
- Monitor and utilize the camera surveillance system and report any operational issues to both the CATA customer experience manager, director of marketing and customer experience, and IT department.
- CATA provides an office and equipment such as furniture, a digital camera, phones, radios and computers for CATA business use only. The Contractor will be responsible for properly using and maintaining all CATA property in accordance with the CATA Technology Policy (see Exhibit #9). Repair or replacement of broken or lost items will depend on the circumstances leading to breakage or non-functionality, i.e., whether due to normal wear and tear or negligence. The purchasing and cost of all office supplies with the exception of printer toner, is the responsibility of the Contractor.
- Contractor to provide working cell phone to at least one guard per shift.
- 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 select bus trips to monitor customer behavior and enforce the rules, in cooperation with the vehicle operator and CATA supervision, if requested.
- There will be times when an individual or representative will want to discuss security complaints, incidents and consequences. Security Contractor personnel will coordinate meetings with the CATA customer experience manager and be available and willing to discuss issues with individuals and their representatives to seek resolution.
- Monitor cash removal of two change machines as needed.
- Assist with the daily money pick up, daily cash accounting and close of business operations.
- Assist with set-up and clean-up for special events at the CTC when needed.

- Assist with the storage and removal of bicycles in the basement of the CTC when requested as part of the customer experience lost and found process.
- Assist with snow removal and salting all entrances and building access ramp on Grand Avenue during emergency situation.
- CATA 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 needed.

Hours and Days of Service

Current operating hours for the CTC are as follows:
Daily Monday through Friday – 6:00 a.m. to 1:00 a.m.
Saturday – 7:00 a.m. – 1:00 a.m.
Sunday – 8:00 a.m. – 8:30 p.m.

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

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

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

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

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

Guards are needed for the inter-city carriers who operate on those holidays from 7:00 a.m. to 8:30 p.m. CATA service ends early on Christmas Eve, and New Year's Eve, therefore the guards would be assigned only until 8:30 p.m. on those dates.

Special Events

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

II-D Proposal Requirements

Proposing firms/organizations shall include the following information, at a minimum, in their proposals. Emphasis should be on completeness and clarity of content. Proposals shall be submitted in binder format with tabs labeled as follows:

1. COVER LETTER

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

2. COST PROPOSAL FORM AND BENEFITS ANALYSIS

The price proposal must include the cost for daily services described herein and the cost for additional security services. Proposed costs must be submitted on the enclosed Pricing Sheet (Exhibit #11) and Benefits Analysis (Exhibit 12). **Exhibit 11 and Exhibit 12, the Cost Proposal Form and Benefits Analysis Form must be completed and returned with your proposal.**

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

3. QUALIFICATIONS OF THE FIRM/ORGANIZATION

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

4. QUALIFICATIONS OF STAFF

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

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

5. DESCRIPTION OF SERVICES/EQUIPMENT TO BE PROVIDED

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

6. TRAINING PLAN

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

7. LIABILITY AND WORKER'S COMPENSATION INSURANCE

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

8. REFERENCES

Proposers must submit a minimum of three (3) references, preferably for firms and key individuals from **clients similar to CATA**, including names, addresses, phone numbers, fax numbers and email addresses.

9. OPERATIONS MANUAL/EMPLOYEE HANDBOOK

Provide a current operations manual/employee handbook.

SECTION III: COMPLIANCE REQUIREMENTS

III-A FTA and MDOT Required Clauses

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

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

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

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

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

III-B Disadvantaged Business Enterprises

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

III-C Compliance with Laws

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

1. Motor Carrier Safety Act, 1963 P A 181, as amended.
2. Motor Bus Transportation Act, 1982, P A 432, as amended.
3. Rules and Regulations of the Department of Transportation may promulgate to accomplish the purpose of 1990 P A 339.
4. Motor Safety Carrier Regulations, being 49 CFR, Parts 387, 390-393, 395-397, and 399 including appendices C, D, E, and G.
5. Drug-Free Workplace Act of 1988.
6. Procedures for Transportation Workplace Drug Testing Progress, 49 CFR 40.
7. Physical Qualification Requirements of 49 CFR 391.41 to 391.49.
8. Lobbying Disclosure Act of 1985, *attached*, must be signed by Respondent and included with proposal submission.

9. Iran Economic Sanctions Act Certificate per MCL 129.311 *et seq.*, *attached*, must be signed by Respondent and included in proposal submittal.
10. Non-Discrimination Clause per 49 CFR, Part 26.
11. Prohibition of Discrimination per 1976 P A 453, Public Acts of 1976.

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

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

III-D Ownership

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

III-E News Releases

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

III-F Audit and Inspection of Records

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

III-G Complaints or Protests

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

III-H Contractual Terms and Conditions

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

APPENDICES

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

APPENDIX A

CAPITAL AREA TRANSPORTATION AUTHORITY STANDARD TERMS AND CONDITIONS OF PROCUREMENT

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

1. **CHANGES.** CATA, at any time, by a written order, and without notice to the sureties, may make changes within the general scope of this contract, in (a) drawings, designs or specifications where the supplies to be furnished are specifically manufactured for CATA in accordance therewith; (b) method of shipment or packing; and (c) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by such order, an equitable adjustment shall be made by written modification of the contract. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided that CATA, if it decides that the facts justify the action, may receive and act upon any such claim if asserted prior to dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
2. **TERMINATION FOR DEFAULT.** CATA, by written notice, may terminate the contract awarded on the basis of this proposal, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages, including the excess cost of reprocurring similar supplies or services, provided, that if (a) it is determined for any reason that the Contractor was not in default or, (b) the Contractor's failure to perform is without his control, fault or negligence, the termination shall be deemed to be a termination for convenience under the following Paragraph 3.
3. **TERMINATION FOR CONVENIENCE.** CATA, by written notice, may terminate the contract, awarded on the basis of this proposal, in whole or in part, when it determines it is in the best interest of CATA. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with its auditable cost incurred at the time of notification of termination. To the extent that the contract is for services and is so terminated, CATA shall be liable only for payment in accordance with the payment provisions of the contract for services rendered to the effective date of termination.
4. **ADDITIONAL INFORMATION.** The Contractor shall promptly furnish any additional information requested by CATA relative to the equipment it proposes.
5. **SUPPLIER RESPONSIBILITY.** No advantage shall be taken by the Contractor or its Subcontractor in the omission of any part or detail which goes to make the equipment complete and operable for use by CATA. In case of any variance, this specification shall overrule Contractor or Subcontractor specifications. The Contractor shall assume responsibility for all materials used whether the same is manufactured by the Contractor or purchased ready made from a source outside Contractor's company. In the case of the replacement of a Subcontractor, the Contractor must, within five (5) working days, notify CATA in writing of the replacement and provide name, address, telephone number, and the type of service.
6. **DELIVERY.** Service and/or equipment will be delivered to Capital Area Transportation Authority, 4615 Tranter Street, Lansing, Michigan 48910. The Authority will assume custody of all property at one of its other locations, if so directed, in writing by CATA.

Invoices shall be furnished with the delivery of each item. CATA reserves the right to inspect all deliveries or services before acceptance.

7. BREACH OF CONTRACT. If the Contractor shall fail, refuse or neglect to comply with the terms of these contract conditions, such failure shall be deemed a total breach of contract. Contractor shall be subject to all legal remedies that CATA may have and CATA may recover, in addition to any damages or costs relating to failure to comply, its reasonable attorneys' fees resulting from Contractor's breach.
8. DISPUTES (AFTER BID AWARD). Except as otherwise provided in the contract, any dispute concerning a question of fact arising under the contract which is not disposed of by agreement between CATA and Contractor shall be decided by CATA's Program Manager in writing, with a copy mailed or otherwise furnished to the Contractor. The decision of CATA shall be final and conclusive unless within ten (10) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to CATA a written appeal addressed to CATA's Chief Executive Officer for the determination of such appeal, which shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending a final decision of the dispute, the Contractor shall proceed diligently with the performance of the contract and in accordance with CATA's decision.
9. DELIVERY EXTENSION AND DELAYS. CATA reserves the right to extend, postpone or reschedule delivery in case the delivery of service equipment, under this contract, shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason of any cause or circumstance beyond the control of the Contractor, as detailed in writing by the Contractor, the time of completion or a delivery shall be extended by a number of days to be determined in each instance by CATA.
10. INSTALLATION. If specified, the Contractor shall install and place in operation, subject to approval by CATA, the equipment at the Contractor's expense within thirty (30) days from issuance of a notice to install issued by CATA.
11. INSTALLATION EXTENSION AND DELAYS. CATA reserves the right to extend, postpone, or reschedule installation in case the installation of equipment under this contract shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason or cause or circumstances beyond the control of the Contractor. The time of completion or installation shall be extended by a number of days to be determined in each instance by CATA.
12. ASSEMBLY. If required, the Contractor shall assemble the equipment at its expense prior to installation.
13. ACCESSORIES. The Contractor shall furnish, without additional cost, all accessories required to permit CATA to operate any equipment being provided.
14. TRAINING. The Contractor, without additional cost, shall properly train CATA personnel in the operation and maintenance of the equipment provided.
15. SERVICE MANUAL AND WIRING SCHEMATIC. If specified, the Contractor will provide at least one copy of a service manual and at least one copy of a wiring schematic for individual components and other schematics and drawings.

16. **WARRANTY.** The Contractor shall describe its policy or warranty(s) both on workmanship and material as applying to the equipment, along with the method or adjustment, and shall be further subject to warranty requirements of CATA as set forth in the following Paragraph 17.
17. **CATA WARRANTY.** The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable warranties the Contractor gives any customer for such equipment and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to CATA by any other clause of this contract. The Contractor shall state the warranty and supply with its bid.
18. **INSURANCE.** The Contractor shall place and maintain with responsible insurance carriers the following insurance. The Contractor shall deliver to CATA, upon request, certificates of insurance which shall provide thirty (30) days' written notice to be given to CATA in the event of cancellation. Contractor shall require all Subcontractors to maintain adequate insurance coverage.
- (a) Workers' Compensation and Employer's Liability Insurance.
- (1) Workers' Compensation in compliance with the applicable state and federal laws.
- (2) Employer's Liability. Limit \$1,000,000.
- (b) Commercial General Liability Insurance, including Professional Liability, Blanket contractual, XCU Hazards, Broad Form Property Damage, Completed Operations, and Independent Contractor's Liability, all applicable to Personal Injury, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence/claim, subject to a \$2,000,000 annual aggregate for Professional Liability, Completed Operations and Personal Injury other than Bodily Injury.
- (c) Automobile Liability Insurance, including owned, hired and non-owned automobiles, Bodily Injury and Property Damage, to a combined single limit of \$1,000,000 each occurrence.
19. **INDEMNIFICATION.** In addition to the protection afforded by any policy of insurance, the Contractor agrees to indemnify and save harmless CATA, the Michigan Department of Transportation ("MDOT"), the Federal Transit Administration ("FTA"), and all officers, agents, and employees thereof:
- (a) From any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the Contractor in connection with the Contractor's performance of the contract; and
- (b) From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation and response, and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of the Contractor's negligent performance of the contract.
- CATA will not be subject to any obligations or liabilities by Subcontractors of the Contractor or their Subcontractors or any other person not a party to this contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.
20. **ACCEPTANCE OF MATERIAL - NO RELEASE.** Unless CATA otherwise agrees in writing, acceptance of any portion of the material prior to final acceptance shall not release the Contractor from liability for faulty workmanship or materials or for failure to fully comply with all of the terms of this contract. CATA reserves the right and shall be at liberty to

inspect all materials and workmanship at any time during the manufacturing process, and shall have the right to reject all materials and workmanship which do not conform with the contract requirements and specifications; provided, however, that CATA is under no duty to make such inspection and no inspection so made shall relieve Contractor from any obligation to furnish materials and workmanship in accordance with the contract requirements and specifications.

21. FINAL ACCEPTANCE. Upon final acceptance by CATA of all work to be performed by the Contractor, CATA will so notify the Contractor in writing. The date of final acceptance shall commence the warranty period.
22. LIQUIDATED DAMAGES. If the Contractor fails to deliver the requirements by the date as set forth in the bid documents scheduled for delivery, CATA shall be paid damages for each consecutive calendar day thereafter until the goods are delivered, unless a completion date is extended by CATA in writing. Inasmuch as the amount of such damages will be extremely difficult to ascertain, the Contractor agrees to compensate CATA the sum of \$ Not Applicable per day, which sum is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages that CATA will suffer by reason of said delay and default and not as a penalty; and CATA shall have the right to deduct such sum from any amounts which may otherwise become due under contract.
23. NO ASSIGNMENT OF CONTRACT. Contractor may not assign or transfer any interest in the contract without the prior written consent of CATA.
24. DEFECTIVE WORKMANSHIP AND MATERIAL. When and as often as CATA determines that the work done or being done under the contract or the kind of quality or materials supplied in connection therewith are not fully and completely in accordance with any requirement of the contract documents, it may give notice of such noncompliance to the Contractor in writing and the Contractor shall immediately upon receipt of such notice do all things required to remedy such noncompliance without additional cost to CATA. If the Contractor fails to comply with such written notice, then CATA, upon written notice to the Contractor, shall deduct the cost of repair, replacement or correction of defective or damaged work from the compensation due or to become due to the Contractor.
25. WAIVER OF BREACH. The waiver by either party hereto or any breach of any provision of this contract by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of this contract by either party hereto.
26. OWNERSHIP OF DOCUMENTS. All original documents, calculations, and work product produced by CONTRACTOR, whether produced on paper or electronic media or otherwise in performance of this Agreement, shall be the property of CATA. CONTRACTOR shall have the right to retain a copy of such documents, calculations, and work product. CONTRACTOR shall make available to CATA copies of all CONTRACTOR correspondence, notes, and other papers relating to the work, upon request of CATA. All works of original authorship created in the scope of this Agreement are "works made for hire", as that term is used in connection with the U.S. Copyright Act. To the extent that by operation of law CONTRACTOR retains any intellectual property rights to any work product, CONTRACTOR hereby irrevocably assigns and licenses to CATA all right, title, and interest in such work product, including copyrights and patents, and agrees to execute such assignments and licenses as may be required in the opinion of CATA's legal counsel to confirm this provision. The work product produced by CONTRACTOR in the performance of services under this Agreement is intended for use by CATA solely for the purpose intended. Any use or reuse of such work product by CATA for any purpose other than its intended purpose shall be at the sole risk of CATA and without any liability or responsibility of

CONTRACTOR. To the extent that the work product produced by CONTRACTOR contains standard design or construction details or other standardized material previously developed by CONTRACTOR in its professional architectural, engineering, and planning practices, then CONTRACTOR shall have the right to reuse any such material on other projects for other clients or persons without the prior knowledge or permission of CATA and without the payment of any compensation to CATA, provided that the reuse or continued use of such material contains no CATA identifying information or confidential information.

27. EXCUSES FOR FAILURE TO PERFORM OR DELAYS. The Contractor will not be in default by reason of any failure in the performance of this contract, if such failure arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or the public enemy, acts of the government either in its sovereign or contractual capacity, fires, floods, and strikes. But in every case, a failure to perform must be beyond the control and without the fault or negligence of the Contractor or its Subcontractors. An excusable delay will permit the Contractor an extension of time for such reasonable period as may be mutually agreed upon between the parties.

28. COMPUTATION OF TIME. In computing a period of time prescribed by these conditions, the following rules apply:

- (a) "Day" means days of the week (e.g., Monday through Friday), not business days.
- (b) The day of the act or event after which the designated period of time begins is not included.
- (c) The last day of the period is included, unless it is a Saturday, Sunday, or legal holiday. In that event, the period runs until the end of the next day that is not a Saturday, Sunday or legal holiday.

29. NOTICE. All notices and other communications required under this Contract shall be given in writing, signed by an authorized representative, and be personally delivered or delivered by overnight courier, or certified mail (return receipt requested) to the addresses set forth below:

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

With a copy to:	_____

30. JURISDICTION. This Contract will be governed by the internal laws of the State of Michigan without reference to its choice of law rules. Exclusive jurisdiction and venue of any suit, action or claim relating to this contract will be in the Ingham County Circuit Court or the Federal District Court for the Western District of Michigan.

31. This contract constitutes the entire contract between the parties and supercedes all negotiations, commitments, and previous contracts and may be modified only by a further written contract which is executed by a duly authorized officer of each of the parties.
 32. COST COMPUTATION. The Federal Acquisition Regulation, 48 CFR, Chapter 1, Part 31.2, shall be used, in all instances, to determine the amount of costs incurred by Contractor that CATA shall be required to pay, or reimburse, to Contractor, including, without limitation, where this Agreement requires CATA to pay Contractor's costs as part of the contract price, where the contract price is adjusted resulting from changes to the requirements of Agreement, and when calculating the amount due Contractor pursuant to Termination for Convenience clause.
 33. TRAVEL EXPENSES. CATA shall not reimburse Contractor for travel costs, including accommodations, meals, transportation and fuel costs, unless the travel activity and the travel costs have been approved in advance by an authorized representative of CATA. All travel costs to be paid by CATA shall not exceed amounts determined in conformance with the Federal Acquisition Regulation, 48 CFR Section 31.205-46, Travel Costs.
- B. TERMS INCLUDED IN CONTRACTS FUNDED IN WHOLE OR PART BY FTA, MDOT, OR OTHER GOVERNMENTAL AGENCY.
1. NONDISCRIMINATION.
 - (a) Compliance with Regulations. Contractor shall comply with Federal Regulations relative to nondiscrimination of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, and Title 23, Code of Federal Regulations, Part 710.405(b), as they may be amended from time to time (hereinafter referred to as the Regulations), and with Executive Order 11246 titled Equal Employment opportunity, as amended by Executive Order 11375, and as supplemented by Department of Labor Regulation (41 CFR 60) which are herein incorporated by reference and made a part of this contract. Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - (b) Nondiscrimination. With regard to the work performed by it during this contract, Contractor shall not discriminate on the grounds of race, color, sex, disability, religion, age, or national origin against any employee or applicant for employment, or in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (c) In connection with the performance of services under this contract, Contractor agrees to comply with the State of Michigan provisions for "prohibition of discrimination in state contracts" as set forth in Appendix B dated March 19, 1998, a copy of which is attached hereto and made a part hereof.
 - (d) ADA Access. All work performed and all services provided pursuant to this contract shall be in compliance with Federal policy to ensure that elderly individuals and individuals with disabilities have an equal right to use of public transportation services and facilities. To the extent this Contract requires planning

and design of services and facilities, special efforts shall be made to implement the transportation and accessibility rights of elderly individuals and individuals with disabilities. The work performed and services provided in this Contract shall be in compliance with all State and Federal statutes and laws ensuring equal access of transportation services and facilities for the elderly and individuals with disabilities, including 49 U.S.C. § 5301(d), § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and any applicable implementing Federal regulations or directives as they may from time to time be promulgated or amended.

- (e) This provision B.1 (a)-(e) will be included in all subcontracts relating to this contract. Further, each contract which Contractor signs with a Subcontractor must include the following assurance:

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

2. DBE REQUIREMENTS.

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

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

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

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

8. **MDOT AND FTA TERMS.** All contractual provisions that the Michigan Department of Transportation ("MDOT") or the Federal Transit Administration ("FTA"), by law or regulation, require to be included in contracts supported by state or federal financial assistance, including the requirements set forth in FTA Circular 4220.1F, as updated and amended, and the Master Agreement between CATA and FTA as it may be amended, are hereby incorporated by reference. FTA required terms and MDOT required terms shall be deemed to control in the event of a conflict with other provisions contained in this

contract. Contractor shall not refuse to comply with any CATA request to conform this contract to include MDOT or FTA required contractual provisions. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CATA requests which would cause CATA to be in violation of the FTA mandated contractual provisions.

9. COMPLIANCE WITH LAWS. The Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the state, federal, local, and city government which may, in any manner, affect the performance of the contract.
10. CLEAN AIR. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401, *et seq.* If state or local air pollution regulations are in force, the more restrictive criteria shall govern. The Contractor and any subcontractors or suppliers must submit evidence to CATA that the governing air pollution criteria will be met. The Contractor agrees to report each violation to CATA and understands and agrees that CATA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.
11. BUY AMERICA PROVISIONS. N/A
12. CERTIFICATION REGARDING LOBBYING. This procurement is subject to the Federal Transportation Administration Lobbying requirements. The attached certificate, entitled Certificate Regarding Lobbying (Appendix E), must be signed and returned as a term and condition of this Agreement and its terms are incorporated by reference herein.
13. PREVAILING WAGE. N/A
14. BID BOND. N/A
15. PROTESTS. Any protests shall be filed timely in accordance with the CATA Procurement Protest Procedures. These Procedures are available from the CATA Purchasing & Contracts Manager and the CATA CEO/Executive Director, at the following address: Capital Area Transportation Authority, 4615 Tranter Street, Lansing, MI 48910.
16. PERFORMANCE & PAYMENT BONDS. N/A
17. FEDERAL CHANGES. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CATA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor shall not, by action or by inaction, cause CATA to be in violation of FTA regulations, policies, procedures, or directives. Contractor's failure to comply with this paragraph shall constitute a material breach of this contract.
18. NO GOVERNMENT OBLIGATION. Notwithstanding any concurrence by the Federal Government or MDOT in, or approval of, the solicitation or award of this Agreement, absent the express written consent by the Federal Government or by MDOT, neither the Federal Government nor the State of Michigan is a party to this Agreement, and neither shall be subject to any obligations or liabilities to CATA, the Contractor or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement. The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

19. CLEAN WATER. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to CATA and understands and agrees that CATA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
20. ENERGY CONSERVATION. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
21. RECOVERED MATERIALS. N/A
22. FLY AMERICA REQUIREMENTS. Contractor agrees to comply with 49 U.S.C. 40118 ("Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of federal funds and their contractors are required to use United States Flag air carriers for U.S. Government financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a United States Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
23. CARGO PREFERENCE. N/A
24. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.
 - (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Rights Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
 - (b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under authority of 49 U.S.C. § 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, or the applicable Federal law to the extent the Federal Government deems appropriate.
 - (c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
25. SAFE OPERATIONS OF MOTOR VEHICLES

- (a) Seat Belt Use – Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or CATA.

- (b) Distracted Driving – Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer and driving a vehicle the driver owns or rents, a vehicle either Contractor or CATA owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

APPENDIX B**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

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

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

9. Contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

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

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

APPENDIX D**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 E
CERTIFICATE REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

(To be submitted with each bid or offer exceeding \$100,000).

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

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

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

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

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

_____ Signature of Contractor's Authorized Official

_____ Name & Title of Contractor's Authorized Official

_____ Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

**APPENDIX F
IRAN ECONOMIC SANCTIONS ACT CERTIFICATE**

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

Bidder: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offense enumerated in paragraph (2) of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had one (1) or more public transactions (Federal, State, or Local) terminated for cause or default.

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

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

Bidder: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Attachments

- Exhibit 1: CATA's Rules
- Exhibit 2: CATA Banning Procedures
- Exhibit 3: Banning Worksheet Form
- Exhibit 4: Ban Notification
- Exhibit 5: CATA Agreement
- Exhibit 6: Ban/Suspension Appeal Form
- Exhibit 7: Daily Activity Sheet
- Exhibit 8: CATA Severe Weather Emergency Service Plan
- Exhibit 9: CATA Information Systems Policy
- Exhibit 10: Security Incident Report
- Exhibit 11: Cost Proposal Form
- Exhibit 12: Benefit Analysis Form

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

EXHIBIT #2

CATA BANNING 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
CATA

Yellow – Security Office

Pink and Goldenrod –

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.

12-22-10

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

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: _____

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 you 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: _____

EXHIBIT #11 COST PROPOSAL FORM

EXHIBIT 11- COST PROPOSAL FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

CATA RFP # _____

RFP Title _____

TASK	RATE	Estimated Annual Hours	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rate	Year 4 Hourly Rate	Year 5 Hourly Rate
CTC Security Supervisor	Straight	2080	\$	\$	\$	\$	\$
CTC Security Supervisor	Overtime	0	\$	\$	\$	\$	\$
CTC Security Supervisor	Holiday	56	\$	\$	\$	\$	\$
CTC Senior Security Officer	Straight	2080	\$	\$	\$	\$	\$
CTC Senior Security Officer	Overtime	0	\$	\$	\$	\$	\$
CTC Senior Security Officer	Holiday	39	\$	\$	\$	\$	\$
CTC Security Officer	Straight	12,428	\$	\$	\$	\$	\$
CTC Security Officer	Overtime	0	\$	\$	\$	\$	\$
CTC Security Officer	Holiday	189	\$	\$	\$	\$	\$
CTC On-Board Security Officer	Straight	775	\$	\$	\$	\$	\$
Investigation Rate	Straight	40	\$	\$	\$	\$	\$
Consulting Rate	Straight	0	\$	\$	\$	\$	\$

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

Continuation of Exhibit 11, Cost Proposal Form:

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	\$
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.**

Vendor: _____

Signature: _____

Printed Name: _____

Title: _____

EXHIBIT 11- COST PROPOSAL FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

EXHIBIT #12

Benefit Analysis Form

Be sure to complete all questions accurately so that your proposal can be thoroughly evaluated by the committee. Provide a comprehensive list of employee benefits for full-time and part-time officers, and out of pocket costs i.e. cost shares, deductibles incurred by the employee. Complete the chart below:

EXHIBIT 12- BENEFIT ANALYSIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

CATA RFP # _____

RFP Title _____

	Full Time Employee (Officer)	Part Time Employee (Officer)
Do you offer medical insurance? Circle yes or no.	Yes or No	Yes or No
What is the premium cost share (monthly for all options)?	\$	\$
What is the deductible (annual)?	\$	\$
Do you offer vision insurance? Circle yes or no.	Yes or No	Yes or No
What is the premium cost share (monthly for all options)?	\$	\$
What is the deductible (annual)?	\$	\$
Do you offer dental insurance? Circle yes or no.	Yes or No	Yes or No
What is the premium cost share (monthly for all options)?	\$	\$
What is the deductible (annual)?	\$	\$
Are uniforms provided? Circle yes or no.	Yes or No	Yes or No
What is the uniform cost (annual) if issuance is not free to the officer?	\$	\$
If separate, identify the annual costs for shoes, ties, hats, etc.?	\$	\$
What is the average monthly uniform maintenance cost (i.e., dry cleaning, etc.)?	\$	\$
Do you offer retirement benefits? Circle yes or no.	Yes or No	Yes or No
Please describe, including annual employee/employer contributions.		

Continuation of Exhibit 12, Benefit Analysis:

Do you offer paid time off? Circle yes or no.	Yes or No	Yes or No
Please describe earning schedule.		

Do you offer long-term disability? Circle yes or no.	Yes or No	Yes or No
Please describe earning schedule, including employee/employer contributions.		

Do you offer short-term disability? Circle yes or no.	Yes or No	Yes or No
Please describe earning schedule, including employee/employer contributions.		

Other – please describe.		
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Vendor: _____

Signature: _____

Printed Name: _____

Title: _____

EXHIBIT 12- BENEFIT ANALYSIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL