

Capital Area Transportation Authority



PROCUREMENT SUMMARY AND REGISTRATION

This form provides a brief summary of this procurement and is to be used to register as a prospective bidder/proposer.

Solicitation Number: RFP 2014-R01

Title: Continuity of Operations Plan

Contact Person: Rich Bannon

In order to receive noticed of any changes or amendments to this document, you MUST register using this form. Please email, mail or fax the completed form to the Procurement and Contracts Department as soon as possible. Failure to include an amendment in your bid/proposal may result in the rejection of your bid or proposal.

E-Mail: rbannon@cata.org

Fax: 517.394.3733

Mail: Capital Area Transportation Authority
Purchasing and Contracts Department
4615 Tranter Street
Lansing, MI 48910

Company Name:

Contact Person:

Address:

City:

ST:

ZIP Code:

Phone:

Fax:

E-Mail:

Capital Area Transportation Authority



**4615 Tranter Street
Lansing, MI 48910**

INVITATION TO BID COVER PAGE

1. SOLICITATION No: 2014-R02		2. ISSUE DATE: 14 JUL 2014	
3. FOR INFORMATION CONTACT NAME: Rich Bannon E-MAIL: rbannon@cata.org		PHONE: 517.394.1100 ext. 293 FAX: 517.394.3733	
4. BRIEF DESCRIPTION: Consultant Services for the Development of CATA's Continuity of Operations Plan (COOP)			
5. PRE-PROPOSAL MEETING DATE AND TIME: N/A			
5a. LOCATION: N/A			
6. DEADLINE FOR SUBMISSION OF QUESTIONS/CLARIFICATIONS: July 23, 2014 at 5:00 PM			
7. SUBMIT PROPOSAL TO THE FOLLOWING ADDRESS Capital Area Transportation Authority (CATA) Purchasing & Contracts Department 4615 Tranter Street Lansing, MI 48910		8. PROPOSAL SUBMISSION DUE DATE AND TIME August 1, 2014 at 2:00 P.M.	
9. SUBMIT WITH OFFER: Original offer and 3 photocopies			
10. PROPOSALS WILL NOT BE PUBLICLY OPENED.			
11. FIRM OFFER PERIOD: Offers shall remain firm for a period of 120 calendar days from the date specified in Block 8, above or as amended.			
12. If this Offer is accepted within the period specified in Block 11, above, the Offeror agrees to fully provide the goods and/or services covered by this solicitation at the prices and timelines specified in the solicitation.			
13. The following Exhibits, if indicated, are included in this solicitation			
<input checked="" type="checkbox"/>	EXHIBIT A – Solicitation Instructions and Conditions	<input checked="" type="checkbox"/>	EXHIBIT B – Scope of Work
<input checked="" type="checkbox"/>	EXHIBIT D – Terms and Conditions	<input checked="" type="checkbox"/>	EXHIBIT E – CATA General Provisions
<input checked="" type="checkbox"/>	EXHIBIT G – Iran Economic Sanctions Act Certificate		EXHIBIT H – Certification Regarding Debarment
	EXHIBIT J – Certification Regarding Lobbying		EXHIBIT K – Disadvantage Business Enterprise
14. DBE: There is a 0% DBE (Disadvantaged Business Enterprise) goal established for this procurement.			

EXHIBIT A
SOLICITATION INSTRUCTIONS and CONDITIONS

1. Background

The Capital Area Transportation Authority ("CATA") is the regional public transportation provider for the Greater Lansing area. Specifically, CATA currently provides transit service to the Cities of Lansing and East Lansing, the Townships of Lansing, Delhi, and Meridian and Ingham County. CATA operates over 30 fixed bus routes and demand-response services in the rural Ingham area, as well as in Delhi and Meridian Townships and the Cities of Mason and Williamston. CATA also provides a demand-response service designed to meet the needs of persons with disabilities, called Spec-Tran. CATA provided 11.8 million passenger trips in Fiscal Year 2013. Over 3 million of those rides occurred on MSU campus that year.

2. Knowledge of Conditions

Any person ("Proposer") submitting a proposal ("Proposal") in response to this Request for Proposal ("RFP") must examine the scope of work carefully and be informed thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract to be awarded under this RFP (the "Contract"). No allowances will be made because of lack of knowledge of any specifications, conditions or requirements of this RFP.

3. Omission

Notwithstanding the provision of drawings, technical specifications or other data by CATA, Proposers shall have the responsibility of supplying all details required to make an accurate offer of services offered even though such details may not be specifically mentioned in the scope of work or elsewhere in this RFP.

4. Legal Representation

Chandler Bujold & Chandler, PLC ("CBC") is legal counsel to CATA in connection with this RFP and the Contract to be entered into hereunder. In the event that CBC has provided legal services to a Proposer submitting a Proposal, a conflict of interest may be created. By submitting a Proposal, each Proposer agrees to waive all conflicts created by the prior representation and consents to CBC's continued representation of CATA in connection with this solicitation and the Contract to be entered into hereunder.

5. Communications to CATA

All questions pertaining to this RFP, or any matters relating thereto the Scope of Work, or any questions pertaining to the RFP or Proposal documents, must be in writing and must be sent only to the person identified in Block 3 of the RFP cover page. Communications sent to any other person at CATA or at any other address may, in CATA's sole discretion, be deemed to be "non-responsive" and CATA in its discretion may elect to disregard any such questions. CATA will not respond to oral inquiries, and oral statements of any nature by CATA or any of its representatives may not be relied upon for any purpose whatsoever.

6. Pre-proposal

See Block 5 of the RFP cover page for whether a pre-proposal meeting (at which questions may be directed to and answered by CATA personnel) will be held in connection with this RFP and, if so, the date and time of such meeting.

A pre-proposal meeting, if held pursuant to this RFP, will be at CATA's Administrative Office, located at 4615 Tranter Street, Lansing, Michigan, 48910. If a pre-proposal meeting is held, attendance will not be mandatory in order to submit a Proposal, however, it is recommended. In regard to questions raised at this meeting, CATA will make every effort to memorialize in writing those questions and responses by CATA, and thereafter distribute that document to all persons requesting same. Only written responses by CATA in writing may be relied upon; oral responses will not be considered a part of the RFP or binding on CATA. Thus, statements made by CATA at the pre-proposal meeting may not be relied upon in any way by any person and may not be the basis of any protest. Proposers are cautioned to independently verify any matters stated at the pre-proposal meeting. Again, only statements which are made by CATA in writing may be relied upon.

7. Requests for Clarification/Questions

All questions from any Proposer regarding the RFP or matters relating thereto must be submitted to CATA in writing no later than date specified in Block 6 of the RFP cover page. Each question must identify the section number in this RFP for which clarification is being requested. CATA will respond to all properly submitted questions at least five (5) business days prior to the date that Proposals are due. All responses will be sent via email to all persons who have requested a copy of this RFP and furnished CATA with a correct email address. All such questions must be sent to the contact person listed in Block 3 of the Proposal cover page.

8. Nonsolicitation of CATA During Blackout Period

During the period from the date of this RFP, through the period that the CATA Board of Directors approves the award of Contract (including any period during which a procurement protest (“Protest”) has been filed and is pending), Proposers may not directly or indirectly contact any CATA Board member, any CATA employee, or CATA’s legal counsel regarding this RFP except for questions directed to CATA as expressly provided in Section 7 above or except as expressly authorized under the Protest procedure set forth in Section 17. Any prohibited contact may result in the immediate disqualification of the Proposer from consideration for the award of the Contract and the rejection of any Protest.

9. Proposal Preparation

Each Proposal shall be made only on this RFP. Each Proposal must be enclosed in a sealed envelope with the name and address of the Proposer clearly stated. The outside of the envelope shall state the RFP number, title and due date. All blank spaces in the offer must be filled in and no changes shall be made in the wording.

As consideration for any Proposer’s Proposal being considered by CATA in its award of the Contract, each Proposer hereby agrees that (1) the Proposal shall be on such form as CATA provides and shall be sealed; and (2) any revocation or modification of the Proposal shall only be on the same form(s) and submitted in the same manner as the original Proposal was submitted prior to the date on which the Proposals are due.

10. Submission of Proposals

The Proposer must submit to CATA one original and **5** copies of its Proposal, which must be received by CATA no later than the date and time specified in Block 8 of the RFP cover page. The envelope containing the Proposal must be marked with the RFP number and title as set forth on the cover page of this RFP.

Proposals may be hand delivered, mailed or sent via a reputable national courier (such as UPS or Fed-Ex). All Proposals must be delivered to the following address:

Capital Area Transportation Authority
Attn: Purchasing & Contracts Department
4615 Tranter Street
Lansing, Michigan 48910

and **must be received** by CATA by the date and time set forth in Block 8 of the Proposal Cover Page. For example, a postmark date on a mailed Proposal will not be considered as being “received”.

If a Proposal is hand delivered, it must be delivered to the security guard on the first floor at the above address. In such an event, the Proposer or its agent should request a verification receipt to prove that the submission of its Proposal was timely.

Any Proposal not timely received may, in CATA’s sole and absolute discretion, be rejected.

11. Late Proposals

Any Proposal received at the office designated in this RFP after the exact time specified for receipt will not be considered unless:

(1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of Proposals (e.g., a Proposal submitted in response to an RFP requiring receipt of Proposals by the 20th of the month must have been mailed by the 15th or earlier in order to be timely);

(2) It was sent by mail and it is determined by the Authority that the late receipt was due solely to mishandling by the Authority after receipt at the Authority’s offices;

(3) It was sent by U. S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 P.M. at the place of mailing two (2) working days prior to the date specified for receipt of Proposals. The term "working days" excludes weekends and U. S. Federal holidays.

12. Proposal Modification or Withdrawal

Prior to the date and time set for the receipt of Proposals, a Proposal may be modified or withdrawn by the Proposer. All such modifications must be made in writing, either hand delivered, mailed or sent via a reputable national courier to the address above for receiving Proposals. Any request to withdraw a Proposal must be in writing and received by CATA (in the same manner as the Proposal was submitted) by no later than the deadline date and time set forth for the receipt of Proposal. If timely received, CATA will return unopened the Proposal if requested to be withdrawn or returned. If a modification is timely received by CATA prior to the date and time set for the receipt of Proposals, then that modification will be considered by CATA as a part of the original Proposal.

13. Validity/Term of Proposals

Proposals will be valid for not less than 120 days after the due date and time for the receipt of Proposals. In the event of a Protest, the 120 day period will be extended and the Proposals will remain valid for a period of 90 days.

14. Revisions and Amendments to the Proposal

CATA reserves the right in its absolute discretion to revise or amend this RFP, including the scope of work, up to the time set for receipt of the Proposals. Any such revision or amendment, if any, will be sent via email to all Proposers who have requested a copy of this RFP and furnished CATA with their correct email address. In the event that this RFP is revised or amended within five (5) business days of the date set for opening Proposals, CATA may extend the RFP opening date for up to an additional five (5) business days. The form transmitting the revision or amendment must be signed by the Proposer, acknowledging its receipt, and copy of the signed document must be included in the Proposal documents. **Failure to (i) sign the form transmitting the revision or amendment and (ii) include the signed form in the Proposal may, in CATA sole and absolute discretion, result in the rejection of the Proposal.**

15. Proposal Rejection

CATA may at any time reject any (i) Proposal which CATA deems in its sole and absolute discretion to be incomplete, (ii) Proposal which CATA deems in its sole and absolute discretion fails to conform to the requirements of this RFP, or (iii) Proposal which CATA deems, in its sole and absolute discretion, takes exception to the Scope of Work. CATA reserves the right in any event to (a) waive any informalities or irregularities in any Proposal, which CATA determines in its sole and absolute discretion, to be minor, or (b) reject all Proposals and re-solicit the procurement.

16. Proposal Format

The Proposal shall contain a cover letter signed by a person authorized to bind the Proposer (i) agreeing that the Proposal shall remain valid for not less than 120 days (as extended in the event of a Protest) and (ii) providing a name, physical address, and email address of such person who is administering the Proposal, who has authority to bind the Proposer and to whom CATA may submit notices and writings regarding this RFP. It is to this person and at this email address that CATA will provide notices and other matters regarding this RFP.

Proposals shall be organized as follows:

[THE FOLLOWING IS FOR ILLUSTRATIVE PURPOSES; CATA TO MODIFY AS APPROPRIATE.]

Section 1	Introduction of Firm to include the name and title of the person authorized to enter into a Contract on behalf of the company.
Section 2	Methodology/Approach to Carrying Out Scope of Work
Section 3	Company Qualifications
Section 4	Personnel and Experience
Section 5	Proposed Cost
Section 6	Required Submittals (Forms and Exhibits)

Additional information as to what must be included in each of the above-referenced sections is set forth in Exhibit C of this RFP.

17. Award

CATA will award the Contract to the Proposer who submits a Proposal that CATA determines, in its sole and absolute discretion, is most advantageous to CATA (the "Selected Proposer"). The procurement process relating to this RFP is solely to benefit CATA and for CATA to determine in its discretion which Proposer is entitled to enter into a Contract with CATA.

18. Next Most Advantageous Proposal

In the event that the Selected Proposer fails or refuses to enter into a Contract with CATA, then CATA may award the Contract to the Proposer who submits a Proposal that CATA determines, in its sole and absolute discretion, is the next most advantageous to CATA. CATA also reserves the right at any time, in its absolute discretion, to cancel the RFP and "rebid".

19. Proposer Affirmation

By submitting its Proposal, the Proposer affirms and declares:

1. That the Proposer or its subcontractors have the capability to assure performance of work within the time specified under the Contract.
2. That the Proposer has the capability of providing personnel to satisfy any technical or service problems that may arise during the term of the Contract.
3. That the Proposer has the necessary facilities and financial resources to complete the Contract in a satisfactory manner and within the required time.
4. That the Proposer, if an individual, is of lawful age.
5. That no other person, firm or corporation has any interest in its Proposal or the Contract proposed to be entered into.
6. That the Proposer has not divulged to, discussed or compared its Proposal with other Proposers and has not colluded with any other Proposer or parties to a Proposal whatsoever. (NOTE: No premiums, rebates, or gratuities are permitted either with, prior to, or after any delivery of materials.) Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the offending vendor from PROPOSER LIST(S).
7. That the Proposer and its subcontractors are not currently in arrears to CATA and have not defaulted, as a surety or otherwise, under any obligation to CATA.
8. That the Proposer is not on the Comptroller General's list of ineligible contractors.
9. That, if awarded the Contract, the Proposer shall post a notice in a conspicuous place within the plant or work site stating the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, creed, age, disability or national origin.

EXHIBIT B

SCOPE OF WORK

The following objectives delineate specifications for this project. All proposals should fully describe the proposer's understanding of CATA's needs and how the proposer will accomplish meeting those needs. The specifications detail a minimum level of acceptable response to CATA's needs.

PHASE I

1.0 **Kick Off Meeting**

Contractor will meet with the CATA Project Manager and other identified staff to outline the order of tasks and define required participants for a successful project. A timeline for the project will be agreed upon with a deliverable schedule.

Deliverables

- a. Draft project schedule (2 days prior to meeting)
- b. Draft deliverable schedule (2 days prior to meeting)
- c. List of standards upon which COOP will be based
- d. Meeting minutes with agreed upon project schedule including deliverable dates (5 days following meeting)

1.1 **CATA Department Meeting**

Contractor will facilitate a meeting for CATA department managers and directors to discuss the purpose and objectives of Continuity of Operations Planning. At the meeting the Contractor will propose a methodology to identify roles and responsibilities of mission critical departments and identify core service units and functions in CATA. Contractor shall develop and present a communications plan for interfacing with departments during plan development.

Deliverables

- a. Meeting Agenda (5 days prior to meeting)
- b. Presentation Materials, including plans for the identification of mission critical functions and project communication (5 days prior to meeting)
- c. Meeting minutes (5 days following meeting)

1.2 **Key Stakeholder Meeting(s)**

Contractor shall conduct meeting(s) to involve key stakeholders identified by CATA. Three meetings are anticipated but Contractor may provide an alternate meeting plan to meet the goal of engaging the appropriate stakeholders. Key stakeholders will include but not be limited to Executive Director, Assistant Executive Director, Director of Maintenance, Director of Marketing, Director of Finance, Director of Operations, Director of Facilities, Safety Manager, Operations Manager and Customer Service Manager.

Deliverables

- a. Meeting agenda (5 days prior to meetings)
- b. Presentation Materials, including plans for the identification of any external mission critical functions and project communication (5 days prior to meeting)
- c. Meeting minutes (5 days following meeting)

1.3 **Identify Core Business Units and Functions**

Contractor will identify and assess CATA services and determine what services are mission critical. This includes assessment of the organizational structure of mission critical departments and prioritization of mission critical functions.

Deliverables:

- a. Outcome (list) of assessment of mission critical services, departments and functions. (TBD)

1.4 **Authority Assessment**

Contractor shall identify the key programmatic and administrative authority(s) needed for effective operations at all organizational levels having emergency responsibilities. This task shall include:

- a. Identification of the circumstances under which the delegated authorities would be exercised;
- b. Documentation of the necessary authorities at all points where emergency actions may be required, delineating the limits of authority and accountability;
- c. Recommendations of an order of succession for key leadership positions and develop successor plan.

Deliverables

- a. Authority Assessment containing
 - i. Key positions with emergency responsibilities
 - ii. Recommended limits of authority and accountability
 - iii. Recommended order of succession and succession plan (TBD)

1.5 **Vital Records and Database**

The Contractor shall:

- a. Identify mission critical records, including emergency operating records, legal and financial records.
- b. Identify and provide for the protection and/or backup of vital records, systems, data management software and equipment, including classified and sensitive data, records necessary to perform essential functions and activities and records needed to reconstitute normal agency operations after an emergency.
- c. Identify any records that should be included in "go-kits" or "drive-away kits".
- d. Incorporate measures to address security of vital records.

Deliverables

- a. Provide a listing of elements A-C with recommendations regarding element D.

1.6 **Alternate Facilities**

Contractor shall review CATA physical facilities and identify an alternate facility or facilities capable of supporting essential operations and personnel under various threat conditions, for up to 30 days. As part of the Alternate Facility assessment, Contractor shall assess the availability and redundancy of critical communication systems to support connectivity from the alternate facilities to internal departments, other jurisdictions, emergency response personnel and the public. Communications capabilities must be commensurate with CATA essential functions and activities. Access to data systems that are needed to conduct essential activities and functions is required. If no appropriate CATA facilities can be identified, Contractor shall develop draft agreements for use of other alternate facilities.

Deliverables

- a. Recommendation for an alternate facility or facilities and a write up of the analysis including communications assessment, as to the section. Weaknesses and strengths of evaluated selections must be highlighted, along with any actions or recommendations to ensure successful alternate operational status.
- b. If no appropriate CATA facility is identified, recommendations for an alternate facility location and key requirements that should be included in a draft agreement secure the facility will be provided.

1.7 BRT Emergency Preparedness

- a. Emergency preparedness drills and tabletop exercises for the Project will be planned and conducted to ensure the following:
 - i. Adequacy of emergency plans and procedures
 - ii. Readiness of transit operating and maintenance personnel to perform under emergency conditions
 - iii. Effective coordination between transit operations and emergency response agencies such as police, fire, and emergency medical services
 - iv. Familiarize fire, police, and emergency medical services personnel with the uniqueness of transit operations and hazards of BRT operations so these agencies can respond successfully
- b. Any drill/tabletop exercise schedule required as a result of the Project will be outlined in advance of the exercise. Drills and tabletop exercises will be evaluated against the objective established for the drill/exercise. Drills/tabletop exercises will be followed by an assessment of the drill in a meeting, including all drill participants.

The results of this assessment will document lessons learned and actions needed to improve both internal and external emergency response capabilities. Outcomes may include making recommendations for revisions to operating procedures that affect emergency response, and changes to training plans and training programs pertaining to emergency response and personnel.

1.8 IT Emergency Preparedness

The COOP needs to discuss ITS disaster recovery as a standalone event and as part of a larger event. The COOP should address the recovery process and responsibilities. ITS disaster recovery should be part of at least one emergency desktop each year. The ITS disaster recovery should focus on the network infrastructure, critical systems, critical databases, communication technology, hardware, etc.

1.9 Public Awareness

- a. The Project's public and media relations programs will be developed and handled by the CATA Director of Marketing. Please see PMP Section 5.

PHASE II

2.0 **COOP Deployment/Implementation**

Contractor will provide an implementation and deployment plan for the COOP that will ensure that it is operational within the least amount of time after activation. The plan will address activation of the plan in all situations including:

- a. Known threats and emergencies (with advance warning)
- b. Unanticipated threats and emergencies (no warning)
- c. Activation during business hours
- d. Activation during off-duty hours
- e. Localized Emergency
- f. Widespread Emergency
- g. Alert and Notification Procedures
- h. Recovery & phase down of alternate facilities

Deliverables

- a. COOP deployment plan (TBD)

2.1 **COOP**

Contractor will assimilate the outcomes and deliverables of the previously described tasks into a comprehensive COOP that will ensure that CATA can perform essential functions during an emergency or situation that may disrupt normal operations. Contractor will provide a COOP Management procedure with recommendations for COOP distribution, security and access from alternate facilities. The COOP Management Procedure will also provide recommendations for plan maintenance and evaluation, including a schedule and functional identification of parties responsible for revisions and updates. The final COOP will incorporate any updates as a result of the COOP functional exercise.

Deliverables:

- a. Draft COOP (TBD)
- b. COOP Management Procedure
- c. Pre-Final COOP (15 days after CATA provides comments on the draft)
- d. Final COOP (30 days after completion of After Action Report)

2.2 **Training and Exercise**

Contractor will provide a training plan to familiarize and educate personnel on the execution of the COOP. The training plan shall familiarize staff with the essential functions that they may have to perform in an emergency. The plan should also address retraining and recommended the format of performing two (2) exercises per year. Contractor shall design, and deliver a functional exercise (FX) to test the COOP. The exercise will be conducted within three (3) months of the draft COOP acceptance by CATA. The exercise will incorporate roles for key personnel in departments identified as mission critical. Contractor will facilitate an immediate After Action Debrief of the FX and participants' experiences with all available participants. The purpose of the immediate After Action Debrief is to capture reactions and observations to encourage participants to reflect on and solidify their learning and to help inform the After Action Report. Contractor will complete an After Action Report.

Deliverables

- a. COOP familiarization training plan
- b. Exercise briefing packs for facilitators, controllers, observers and participants (7 days prior to TX)
- c. Any associated simulation materials to emulate events or hazards in the exercise (7 days prior to TX)
- d. Names of Contractor staff that will provide the controller and observer roles. (7 days prior to TX)
- e. After Action Report comprised of the following:
 - i. Introduction
 - ii. Project Objectives
 - iii. Scenario description, including Event Timeline
 - iv. Participants Roster
 - v. Project Findings
 - vi. Conclusion
 - vii. Recommendations

3.0 Deliverable Format for Phase I and II

Deliverable shall be provided in the Word format along with a minimum of one (1) paper copy, unless otherwise instructed in writing. CATA will review and provide comments on any deliverable within seven (7) days for revisions, as needed, unless otherwise agreed. All final CATA approved documents will be submitted in a PDF format.

4.0 General Requirements

4.1 Timing

Deliverable due dates are calendar days. Current deliverables with TBD dates will have due dates defined at the Kick off Meeting and be incorporated on the agreed upon project schedule as part of the tasks.

4.2 Meetings

The Contractor shall meet with the Project Manager during the project on an as needed basis prior to the Kick Off meeting or as determined by the Project Manager. These sessions may be conducted over the telephone, in person, or via e-mail, as determined by the Project Manager. The Contractor shall contact the Project Manager immediately if any significant problems are encountered during the project.

4.3 Progress Reports

The successful respondent shall provide weekly written progress memos the Project Manager. These reports will identify work accomplished, problems encountered during the past month, methodology and timeline for resolving these problems and the activities planned for the upcoming month. These memos shall be provided to the Project Manager by Monday of each week. The report can be faxed, mailed or e-mailed to the Project Manager.

5.0 Detailed Work Plan

Within 10 working days of the award of the contract, the Contractor will submit to CATA's Project Manager, for discussion, review and approval, an adjusted technical work plan including the following: (Customize as required; below for information)

- a. The Contractor final project organization structure.
- b. The Contractor's (and subcontractors) detailed manning table with names, titles, addresses, telephone numbers, fax numbers, e-mail addresses and any other critical information, by task if appropriate.
- c. The project breakdown showing subprojects, activities and tasks, products, public involvement, decision points, and resources (person hours or days and dollar amount) required and allocated to each elements of the work plan.
- d. The time-phases planned for completing the project.

Within one week following the submittal of the detailed work plan, the Contractor's representative will meet with the Project Manager to review the components of the work plan and to finalize the direction of the project.

6.0 **CATA Responsibilities**

CATA will provide the following:

- a. A Project Manager to coordinate activities with Contractor
- b. A designated drill design team to work with Contractor in the design, planning, and conduct of the exercise
- c. Copies of existing COOP
- d. Selection and invitations of internal and external participants to meetings and activities
- e. Access to CATA facilities (as needed)
- f. Arrangement of meeting dates, times, and venues and will invite the appropriate attendees

END OF SECTION

EXHIBIT C PROPOSAL EVALUATION

1. Proposal Selection Process

The following are the complete criteria, listed by their relative degree of importance, by which Proposals from responsible Proposers will be evaluated and ranked for the purposes of selecting a Proposal for a potential award. The criteria are listed numerically by their relative order of importance (where (i) is more important than (ii), and (ii) is more important than (iii), etc.). However, certain criteria may have sub-criteria that are listed by their relative order of importance within the specific criterion they comprise. Also, certain sub-criteria may have sub-criteria that are listed by their relative degree of importance within the specific sub-criterion they comprise.

- (i) *Methodology/Approach.* Provide information specific to this project that best displays the approach and methodology that will be used to complete the scope of work to include the following areas:
- a. Planning, Schedules, Meetings, Coordination, Tracking, Management systems, etc.
 - b. Conduct Emergency Tabletop Exercises to test the effectiveness of the COOP.
 - c. Discuss how you will propose a methodology to identify roles and responsibilities of mission critical departments and identify core service units and functions in CATA.
 - d. Discuss your plan for involving key stakeholders identified by CATA.
 - e. Discuss how you will assess CATA and determine what services are mission critical, including but not limited to an assessment of the organizational structure of mission critical departments and prioritization of mission critical functions.
 - f. Describe how you will identify the key programmatic and administrative authority(s) needed for effective operations at all levels having emergency responsibilities
 - g. Describe how you will perform the following tasks related to vital records and database.
 1. Identify mission critical records, including emergency operating records, legal and financial records.
 2. Identify and provide for the protection and/or backup of vital records, systems, data management software and equipment, including classified and sensitive data, records necessary to perform essential functions and activities and records needed to reconstitute normal agency operations after an emergency.
 3. Identify and records that should ne included on “go-kits” or “drive-away kits”.
 4. Incorporate measures to address security of vital records.
 - h. Discuss how you will perform an Alternate Facility assessment.
 - i. Discuss how you will provide an implementation and deployment plan for the COOP that will ensure that it is operational within twelve (12) hours of activation.
 - j. Provide information regarding how you will assimilate the outcomes and deliverables.

- (ii) *Company Qualifications.* Provide copies of all licenses, certifications or other documentation required in order to enable the Proposer to perform the work proposed. Include a brief history of the Proposer (years in business, annual volume of work over past five (5) years, company ownership, officers, etc.) Include information regarding similar project experience the Proposer possesses that that relates in complexity and/or scope to this project. Include up to five (5) projects that have been completed in the past five (5) years. Include associated qualifications/references for sub-consultants or subcontractors, if any, proposed. Include reference for each project described (contact name, email, phone, position on project).

- (ii) *Personnel & Experience.* Provide a resume for each key individual needed to carry out the Proposal and describe their proposed role/responsibilities. Identify whether these key individuals gained experience within the company or outside company and with whom, years worked. Identify all subcontractors who will be used to carry out the work set forth in the Proposal. Describe the qualifications for employees of any such subcontractors. Include an organizational chart and/or work flow chart to identify each key role.

- (iv) *Price/Cost.* Provide pricing information

2. **Procurement Review**

All Proposals will initially be reviewed by the CATA Purchasing & Contracts Department. The Purchasing & Contracts Department's review shall be limited to determining whether the Proposals comply with the requirements of this RFP. The Purchasing & Contracts Manager may, in his or her sole discretion, (i) reject any Proposals that are incomplete, (ii) reject any Proposals that fail to conform to the requirements of the RFP, and/or (iii) reject any Proposals that take exception to the scope of work. The Purchasing & Contracts Manager may waive any informalities or irregularities in any Proposal if he or she determines that such irregularities or informalities are not material.

3. **Presentations/Interviews**

The Evaluation Committee reserves the right in its discretion to schedule an interview with and/or presentation from one or more of the Proposers at any stage of the Proposal evaluation process, all on such terms and procedures as the Evaluation Committee determines.

EXHIBIT D
TERMS and CONDITIONS

The Successful Proposer shall comply with the following required contract provisions and shall insert the substance of these provisions in all subcontracts issued pursuant to this contract.

1. Contract Type

The award of this solicitation will result in an Indefinite/Delivery Indefinite/Quantity (IDIQ) Contract.

2. Contract Documents

Any Contract(s) resulting from this Solicitation shall include the following documents, which are incorporated herein (collectively referred to as the "Contract Documents"):

1. Exhibit B – Technical Specifications
2. Exhibit D – Terms and Conditions
3. Exhibit E – General Provisions
4. Exhibit K – Pricing Schedule
5. Contractor's Proposal and the modifications mutually agreed upon by CATA and the Contractor between the Contract award and execution of the Contract.

3. Period of Performance/Contract Term

CATA and the Contractor will mutually agree upon a completion date.

4. Task Orders

CATA will issue Task Orders for the work to be performed under this Contract.

Each Task Order shall contain the following information;

- a. Scope of Work
- b. Total Cost
- d. Completion Date
- e. List of Deliverables

5. Purchase Orders

CATA will issue a Purchase Order to fund the work identified under each Task Order issued.

6. Invoicing and Payment Terms

The Contractor shall submit a proper invoice on a monthly basis 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

7. Payment to Subcontractors

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime contractor receives from CATA. The prime contractor agrees further to return retainage payments to each subcontractor within 14 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of CATA. This clause applies to both DBE and non-DBE subcontractors. If the prime contractor determines the work to be unsatisfactory, the Contractor must notify CATA's Project Manager immediately, in writing, and state the reason(s) of unsatisfactory work performance. Failure to satisfy prompt payment to DBE's no later than 14 days form the receipt of payment from CATA may be cause to terminate the contract.

The Contractor shall submit with each invoice a report of DBE expenditures. The report shall show each DBE, the amount of their subcontract, the amount earned to date, the amount earned for that respective invoice and the amount remaining to be earned. The report shall also have each DBE subcontractor to certify relative to the amounts earned and paid to date. Also in this section, CATA is required to mandate and enforce prompt payment of subcontractor, including the payment of "retainage" from the prime contractor to the subcontractor, as soon as the subcontractor's work has been satisfactorily completed (i.e., all tasks called for in the subcontract have been accomplished and documented as required by CATA. This prompt payment provision is intended to apply to subcontractors at all tiers.

8. Vendor Site Inspection and Evaluation

CATA reserves the right to inspect vendor's facilities prior to award or at any reasonable time throughout the contract period.

9. Contract Modifications

No change in this contract shall be made unless CATA gives its prior written approval. Therefore, the Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the contract and signed by the Contracting Officer. Any changes requested by the Contractor must be submitted to the Contract Administrator assigned under this contract.

10. Project Manager

The Project Manager (PM) assigned to this contact is responsible to ensure the goods provided under this contract are in compliance and handling warranty issues. The Project Manager has no authority to make any changes to the contract.

11. Purchasing and Contracts Department

This department is responsible to ensure the Contractor is in compliance with the contract. Any requests for Contract changes must be sent directly to the Purchasing and Contracts Department. All DBE reporting (if required) will be submitted to the CA as required.

EXHIBIT E CATA GENERAL PROVISIONS

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 contract 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. **BREACH OF CONTRACT.** If the Contractor shall fail, refuse or neglect to comply with the terms of these contract conditions, such failure shall be deemed a total breach of contract and the Contractor shall be subject to legal recourse by CATA, plus costs relating to failure to comply.
5. **DISPUTES (AFTER AWARD).** Except as otherwise provided in the contract, any dispute concerning a question of fact arising under the contract which is not disposed of by Contractor shall be decided by CATA in writing, with a copy mailed or otherwise furnished to the Contractor. The decision of CATA shall be final and conclusive unless within ten (10) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to CATA a written appeal addressed to the Executive Director for the determination of such appeal, which shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending a final decision of the dispute, the Contractor shall proceed diligently with the performance of the contract and in accordance with CATA's decision.
6. **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.
 - (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.

7. **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.

8. **NO ASSIGNMENT OF CONTRACT.** Contractor may not assign or transfer any interest in the contract without the prior written consent of CATA.

9. **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.

10. **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.

11. **RECORDS/AUDITS.** The Contractor shall maintain complete and accurate books, documents, papers, accounting records, and other evidence with respect to allowable costs incurred and manpower expended under this contract. All such records shall be maintained on the basis of generally-accepted accounting principles and shall be clearly identified and readily accessible. The Contractor shall provide during regular business hours to the U.S. Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States, and CATA, or their duly authorized representatives, access to such data and records, and the right to inspect and audit all data and records of the Contractor relating to its performance under the contract, and to make transcripts therefrom as necessary to allow inspection of all work data, documents, proceedings, and activities related to this contract for a period of four (4) years from the date of final payment under this contract. In the event of a dispute as to allowable costs or any other issue under this contract, Contractor will thereafter continue to maintain such records until the dispute has been resolved.

12. **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.

13. DEBARMENT AND SUSPENSION. Contractor must comply with U.S. DOT regulations "Nonprocurement Suspension and Debarment", 2 CFR Part 1200, which adopt and supplement the U.S. Office of Management and Budget ("U.S. OMB") "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. Contractor will not make any contract, subcontract, or lease for the project without first confirming that its proposed contractor, subcontractor, or lessee is not listed as barred in the Excluded Parties Listing System, at <http://epls.gov/>.

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

14. 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.

15. Computation of Time

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

(a) "Day" means a calendar day of the week.

(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.

16. Notices

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

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

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

To Contractor: _____

With a copy to: _____

17. 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.

18. Contract

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

END OF SECTION

**EXHIBIT F
 OFFER and GUARANTEES**

By execution below, the Bidder hereby offers to furnish the items as described herein. The Bidder also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

FIRM'S NAME AND ADDRESS			PAYMENT REMITTANCE ADDRESS	
Name:			Name:	
Address:			Address:	
P.O. Box or Suite No.			P.O. Box or Suite No.	
City			City	
State	Zip		State	Zip
Contact Person:				
Telephone No.	Fax No.	E-Mail Address:		
FEDERAL EMPLOYER I.D. NUMBER:		SOCIAL SECURITY NUMBER: (If Federal I.D. is not applicable)		
Payment Terms:		Age of Firm:		
Disadvantaged Business Enterprise: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, attach the certificate from the certifying agency.				
Minority Business Category: <input type="checkbox"/> Female <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> Indian/Alaskan Native <input type="checkbox"/> Other <input type="checkbox"/> Not Applicable				
Annual Gross Receipts: <input type="checkbox"/> less than \$500,000 <input type="checkbox"/> \$500,000 to \$1 million <input type="checkbox"/> \$1 million to \$5 million <input type="checkbox"/> greater than \$5 million				
Contractor's License Type:				
Contractor's License Number:				
License Expiration Date:				
NAME OF BIDDER (Type or Print)			TITLE OF BIDDER	
Signature of Contractor's Authorized Official			(Date Signed)	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

EXHIBIT G
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