

Capital Area Transportation Authority



AMENDMENT OF SOLICITATION

1. AMENDMENT NO: 1	2. SOLICITATION NO: 2014-R02	3. SOLICITATION DATE: 10 JUL 2014	4. EFFECTIVE DATE: 28 JUL 2014
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5. ISSUED BY
Capital Area Transportation Authority
Purchasing and Contracts
4615 Tranter Street
Lansing, MI 48910

Contractor is required to sign this document and return it with the bid/proposal.

6. DESCRIPTION OF AMENDMENT

- a. Exhibit A "Solicitation and Conditions" has been revised. See attached.
- b. Exhibit B "Scope of Work" has been revised. See attached.
- c. Exhibit D "Terms and Conditions" has been revised. See attached.
- d. All other terms and conditions remain unchanged.

NAME OF OFFEROR (Type or Print)	TITLE OF OFFEROR
(Signature of person authorized to sign)	(Date Signed)

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 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. 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 **3 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 <u>to Include the Fixed Cost for Software Maintenance and Hourly Rates of Staff for Other Work as Needed under Task Orders</u>
Section 6	Required Submittals (Forms and Exhibits)
Section 7	References
<u>Section 8</u>	<u>Training Program to Include Samples</u>

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 recommendation of the Evaluation Committee will be submitted to CATA's board of directors for its consideration. The determination of whether to award the Contract and to whom the Contract will be awarded shall be made to is at the sole and absolute discretion of the CATA board of directors.

The Selected Proposer is required to enter into a Contract with CATA in accordance with the terms of its Proposal. CATA reserves the right to delete, add to or alter provisions of the Contract (including any conflicting provisions of this RFP). CATA also reserves the right at any time, in its absolute discretion, to cancel the RFP and "rebid".

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.

END OF SECTION

EXHIBIT B
SCOPE OF WORK

1. CATA recently finished implementation of Microsoft Dynamics SL 2011 and is seeking a partner to provide support and maintenance of the current system. Support will be required for a wide range of modules and for specifics on which modules please see the list of Dynamics SL Modules in the Technical Specifications.
2. The Capital Area Transportation Authority (CATA) is seeking proposals from certified Microsoft Dynamics SL Partners to perform customization, optimization and maintenance of CATA's current system Microsoft Dynamics SL 2011.
3. CATA will provide the following:
 - a. IT Infrastructure including
 - b. Windows servers, storage and user access licenses
 - c. Network infrastructure
4. General Requirements
 - a. Timeliness: The services of the successful respondent are to commence upon execution of the contract.
 - b. Meetings: The Contractor shall meet with the CATA Project Manager during the project at least bi-weekly. These sessions may be conducted over the telephone, in person, or via e-mail, as determined by the CATA Project Manager. The Contractor shall make immediate phone calls to the CATA Project Manager if any significant problems are encountered while Contractor is working on the software.
 - c. Progress Reports: The Contractor shall be responsible to maintain, update and distribute a progress report after each meeting and/or as needed. These reports will identify work accomplished, problems encountered, methodology of solution and timeline for resolving these problems, open tasks, responsibilities, project history, contact information for all involved resources and next scheduled meeting date. These reports shall be updated and distributed via email to all project team members after each meeting.
 - d. Cooperation: The Contractor will be required to work with third-party IT Consultants, as requested by CATA, who may have project oversight, integration and validation responsibilities.
 - e. Remote Access: Vendor remote access support must be via Terminal Server or other CATA approved access methods.
5. Prepare Project

Submit a plan consisting of the following

 - a. Overall plan to support and maintain Microsoft Dynamics SL 2011 in the existing CATA technology architecture
 - b. Estimated number of hours to provide support and maintenance of Microsoft Dynamics SL 2011 per month.
 - c. Labor costs for Year 1, Year 2 and Year 3
 - d. Identify tasks that will be performed by your firm and tasks that will be performed by CATA's staff
 - e. Give percentage break down of how much of the engagement will be performed on your site, CATA's site or remotely.
6. Provide documentation created during the engagement including training, integration and process improvement. Provide Sample of annual service level agreement for the following:
 - a. Implementation
 - b. Post Implementation

7. Task List

- a. Provide plan for implementation of maintenance plan (on-boarding process). How often will they be onsite? How often will we meet? How will they learn our environment/processes?
- b. Provide plan for post-implementation (routine maintenance, product upgrades, hot-fixes and service packs). Include frequency of off or onsite visits.
- c. Provide Service Level Agreement that includes response times for critical and non-critical events.
- d. Provide plan for training staff on current and future product functionality.
- e. Maintain database integrity.
- f. Maintain and support software functionality.
- g. Maintain and support custom and stock reports.
- h. Maintain and support all software integration.

8. Technical Specifications:

Currently Dynamics SL 2011 is installed on a Windows 2008 R2 Standard x64 server. A separate server running SQL 2008 R2 on Windows 2008 R2 contains the databases for the production and test environments. Both are virtual servers running on VMware 4.1.

Dynamics SL modules:

- a. GL General Ledger
- b. PR Payroll
- c. AP Accounts Payable
- d. AR Accounts Receivable
- e. PO Purchasing
- f. IV Inventory
- g. BM Bill of Material
- h. CA Cash Manager
- i. SI Shared Information
- j. CM Currency Manager
- k. OM Order Management
- l. OS Order Management Plus
- m. LC Landed Cost
- n. CU Customization Manager
- o. VT Microsoft Dynamics SL SDK
- p. SY Administration
- q. AL Allocator
- r. BI Flexible Billings
- s. BR Bank Reconciliation
- t. CO Communicator
- u. IQ Analyzer
- v. PA Project Controller
- w. QQ Quick Query
- x. RQ Requisitions
- y. TM Time and Expense for Projects

9. Software integrated with Dynamics SL

The following software is currently integrated with Dynamics SL

- a. Trapeze Enterprise Asset Management (AssetWorks) and Dynamics SL: Currently CATA utilizes MAXQueue intergration adapter from Trapeze to send data from EAM (AssetWorks) to Dynamics SL. Dynamics SL has a custom process that requires both an instance of Dynamics SL to be running and the Integration Process itself to be running in order to import data from EAM.
- b. Media Manager to Dynamics SL: Currently CATA imports data from Media Manager into Dynamics SL via a .csv file created by Media Manager.
- c. PCPoll/Register to Dynamics SL: Currently CATA imports data from PCPoll into Dynamics SL via a .csv file created by PCPoll. PCPoll collects information from our cash registers at the main office and at our CTC location. That information is exported and then uploaded into Dynamics SL.
- d. Silver Brook HRIS to Trapeze OPS: CATA utilizes the Silverbook module for Human Resources. Employee Data entered into Silver Brook is transferred to OPS.
- e. Trapeze OPS to Dynamics SL Payroll: Payroll Information from Trapeze OPS is exported to a .csv file then imported into Dynamics SL Payroll.

10. Customized Reports: The following customized reports are just a sample and customized reporting is done utilizing Crystal Reports.

- a. Grant Management
- b. GL Budget Report
- c. Department Budget Report
- d. Status Report
- e. Report by Budget or Project
- f. Project Plan Process
- g. Project Analyzer

11. CATA largely maintains its budget through projects (both capital and operating). In order to effectively manage these within Dynamics SL customized applications (PBGGM) were developed for CATA including the following:

- a) PBGM Grant Assignment Application
- b) PBGM Grant Billing Application
- c) PBGM Payment Application
- d) PBGM Fixed Assets Application
- e) PBGM Project Budget Application
- f) PBGM Project Grant Maintenance Application
- g) PBGM Project Grant Inquiry

12. Custom Screen List

- XCAT800 – Enterprise Asset Management to Dynamics SL Automation
- XCAT899 – Enterprise Asset Management to Dynamics SL Automation – Setup Screen
- 08DPM00 – AR Inventory Screen
- 08DPM10 – Invoice Print
- 08DPM20 – AR Product Class
- XPSS100 – Fixed Asset Depreciation by Subaccount
- XPSS150 – Fixed Assets – By Grant Funding
- XCAT300 – GL Accrual Process
- XCAT920 – GL Accrual Setup
- XCAT100 – Payroll Import
- XCAT200 – Payroll Calendar – Setup
- XCAT400 – Project Budget Schedule
- XCAT410 – Project Budget Review
- XCAT420 – Project Budget to General Ledger
- XCAT430 – Project Budget Lock
- XPJEA00 – PCE Automation Setup
- XBIGR00 – Grant Inquiry
- XBIOP00 – Operating Project Inquiry
- XCAT500 – Milestone
- XCAT599 – Milestone Setup
- XCAT600 – Grant Commitment
- XCAT680 – Project Charge Entry to Grant Process
- XCAT690 – Grant to Project Charge Entry Process
- XCAT699 – Grant Commitment Post Process
- XCPRJ00 – Project Maintenance
- XGINT00 – Grant Integrity Check
- XPLIN00 – PO Receipt Control – Receipt Details
- XBID100 – Bid Messages – Setup
- XCAT700 – Contract Maintenance
- RQ.PAC.00 – Project Approval Authority Change

13. Cost

Provide the cost for three (3) years to be priced out by Year 1, Year 2 and Year 3 to include:

- a) Any Fixed Annual Costs
- b) Hourly Rates for Phone Support
- c) Hourly Rates for On-Site Support
- d) Training
- e) Hourly Rates for Staff

13. Training

Initial training will be provided to CATA staff in the areas of Dynamics they use a daily basis. After the completion of the initial training, subsequent training will be done on a bi-annual or annual basis as needed.

END OF SECTION

EXHIBIT D TERMS and CONDITIONS

The Bidder 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 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"):

- a) Exhibit B – Scope of Work
- b) ~~Exhibit L – Pricing Schedule~~
- c) Exhibit D – Terms and Conditions
- d) Exhibit E – General Provisions
- e) Contractor's Proposal and the modifications mutually agreed upon by CATA and the Contractor between the Contract award and execution of the Contract.

3. Contract Term

~~The term of the Contract mutually agreed to by both parties~~ The Term of the Contract will be three (3) years from date of award.

4. Task Orders-

~~CATA will issue Task Orders for any the work not defined under this Contract~~

Each Task Order will contain the following:

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

45. 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

The invoice must contain the following information;

Invoice Number
Purchase Order Number
Contract Number
Description of Work Performed
Contact Person and Phone Number
Payment Remit Address

56. 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.

67. 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.

78. 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.

9. 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.

END OF SECTION