



**Flight Information Display and Visual Digital Paging
System (FIDVDPS)**

REQUEST FOR PROPOSAL (RFP) FIDVDPS

November 2017

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SECTION 1 – PROPOSAL INSTRUCTIONS

1.1 COMMUNICATIONS REGARDING THIS PROJECT

Please direct all communications regarding the RFP Process to:

Capital Region Airport Authority
Attn: Ron O’Neil
4100 Capital Authority Blvd
Lansing, MI 48906
Telephone: 517-886-3729
E-Mail: roneil@craa.com

All communications/questions concerning this RFP must be submitted in writing referencing the specific paragraph and page number. The deadline for questions is listed in Section 1.2 (RFP Schedule). Written responses will be prepared by the Authority and posted on the FlyLansing.com web site by the date listed in Section 1.2. Changes to this RFP will be made only by formal written correspondence issued by the Authority.

A copy of this proposal and any additional documentation may be found at the FlyLansing.com website at: <http://www.flylansing.com/media>

1.2 RFP SCHEDULE

The following is the anticipated schedule for the RFP Process:

Issue RFP:	November 16, 2017
Last Day to Submit Questions:	3:00PM local (Lansing MI) time on December 1, 2017
Written Responses to Questions:	December 8, 2017
Due Date for Proposals:	2:00PM local (Lansing MI) time on December 15, 2017

1.3 SUBMITTING A PROPOSAL

Each Contractor seeking consideration for performance of services related to the project must submit a Proposal. Proposers are to submit one original copy signed by an officer authorized to bind the company and three (3) copies of their written proposal. All proposals shall be sealed, properly addressed with the name of the Contractor and sent to:

RFP – Flight Information Display and Visual Digital Paging System
Capital Region Airport Authority
Attn: Ron O’Neil
4100 Capital Authority Blvd.
Lansing, MI 48906

Sealed (envelope, box, or package) proposals must be received at the above address, by time/date indicated on the Section 1.2 (RFP Schedule). Proposals received after the scheduled date/time will not be considered. All supporting materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the proposer. Faxed and e-mailed proposals are **not** acceptable.

The Authority reserves the right to reject any and all proposals, to waive any irregularities in a proposal, or

to accept the proposal(s) which in the judgment of proper officials, is in the best interest of the Authority. The Authority reserves the right to accept a part or parts of a proposal unless otherwise restricted in the RFP or issue subsequent Requests for Proposal. The Authority reserves the right to approve or reject any sub-Contractors proposed for work under this proposal or waive any minor irregularities.

Clarifications or modifications may be made to this solicitation at the discretion of the Airport Authority. Any and all Addenda issued by the Airport Authority will be posted as noted in section 1.1 of this RFP. It is the responsibility of the Contractor to obtain from the Airport Authority any issued Addenda and to acknowledge the Addenda in the RFP response. If any changes are made to this solicitation document by any party other than the Airport Authority, the original document in the Airport Authority's files takes precedence.

The Authority reserves the right to select the successful proposer on the basis of proposals received, without seeking further information for clarification from proposers. Upon review of proposals, the Authority may designate the most qualified proposals as finalists. These finalists may be invited to make oral presentations and participate in a question and answer session with the Authority. The Authority shall have the right to visit selected user sites, should this be deemed necessary.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFP.

The Authority does not guarantee that any contract will be awarded as a result of this RFP. In the event that a contract award is made but the contract is not executed, the Authority does not guarantee that the contract will be re-awarded.

1.4 REQUIRED PROPOSAL CONTENTS

All brochures and supplemental documentation shall be included with the original and all of the copies. If not, the proposal may be considered as non-responsive. Contractors are required to submit the following information in their proposal:

- **Letter of Transmittal:** The proposer shall provide a transmittal letter with authorizing signature for the proposal. The letter must briefly summarize the vendor's ability and willingness to perform the services required by the RFP. The letter must be on the form provided in Exhibit A.
- **Company Profile and Background.** Provide the following information:
- **Location** - The street address of the proposer's company headquarters.
- **Local Office of Proposer** - Provide the location of the proposer's office nearest to Lansing, Michigan. Include the local office, a contact name, address, telephone, and fax numbers.
- **Company's Primary Business** - State the proposer's primary business, the number of years in the proposer's industry, and the number of employees assigned to these related activities.
- **State the legal make-up** of your company: sole proprietorship, partnership, corporation, etc.
- **Please list any Lawsuits that you are currently engaged in.** Please provide any and all suits either with the Authority or any other Municipalities (include, but not limited to Federal, State, Local or other Municipalities and Governmental agencies).
- **Key Personnel Information.** Provide the name, title, mailing address, telephone number and e-mail address of the persons who will function as the Authority's primary contact and back-up contact person. Provide brief resumes/qualifications of personnel who will be primarily involved in this project. Include any certifications earned, special training taken, and memberships in professional groups. Complete Form found in Exhibit A.
- **Proposal Response** as per Section 2.
- **Statement of Exceptions to RFP requirements:** Provide a detailed description of any exceptions taken to the requirements of this RFP, including the Authority's Requirements and Conditions in Section 3. Exceptions shall be referenced to the applicable RFP section/sub-section numbers. Any other departures from the Authority's RFP are to be identified and failure to do so shall make the proposal non-responsive. Authority's standard Terms for Payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated. If you cannot comply with this, please state

- any changes in the Statement of Exceptions to the RFP Requirements
- **References:** Provide a list of references on form provided as Exhibit B. The Authority is particularly interested in contacting your airport clients in the state of Michigan.
- **Product Manufacturer Labor Standards: Vendor Compliance Form.** Please complete the form provided as Exhibit C.

1.5 ITEMS THAT DISQUALIFY A VENDOR IMMEDIATELY

Bids will be rejected for the following reasons:

- i) Contractor's failure to submit all required information of RFP.
- ii) Contractor's failure to meet minimum qualifications of RFP.
- iii) Contractor is debarred by the Airport Authority or federal government (for federally funded contracts) from consideration for a contract award.
- iv) Contractor has a contract or other relationship with a client that is determined by the Airport Authority to be a legal or business conflict that is unwaivable or that the Airport Authority, at its sole discretion, is unwilling to waive.

1.6 CRITERIA

The selection committee will evaluate each proposal submitted based on the following criteria. After receipt and review of the written proposal, the Authority may elect to have the proposal presented in person, or clarifications submitted in writing.

Proposers shall not assume that any information shared with the Authority prior to this RFP will be considered in the Evaluation process of this RFP. Evaluation team may or may not have prior knowledge of any discussions and processes. **Evaluation will be completed on the information submitted in proposal only.**

Evaluation Criteria for Goods and Services		
Item	Description	Percentage Possible
1	Qualifications of Vendor and Past Performance	35%
2	Cost/Price/Lump Sum Fee	25%
3	Key Personnel for this Project	20%
4	Program Management Techniques and Resources Available to Perform Services	10%
5	References	10%
	Total	100%

1.7 MISCELLANEOUS ITEMS

- All Contractors submitting a proposal will be notified, upon final determination by the Authority, of the contractor selected to perform the requested work.
- Access to Airport Property- This Agreement is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 49 CFR 1542 and all other applicable rules and regulations promulgated under them. All employees providing

services at the Authority's airports must be badged by the airport. (See Airport Security Badges section below.) Contractor, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the Authority may deem necessary. Contractor, Subcontractors, their respective employees, invitees and all other persons under the control of Contractor must comply strictly and faithfully with any and all rules, regulations and directions which the FAA, or the TSA may issue from time to time may issue during the life of this Agreement with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations. The airport can refuse to issue or revoke a security access badge pursuant to applicable laws, rules, regulations, policies and procedures.

- Airport Security Badges- Contractor must obtain from the airport badging office Airport Security Badges for any person working at the airport on Contractor's behalf. No person will be allowed in restricted areas without a valid Airport Security Badge or a badged escort. The fee to obtain an Airport Security Badge is \$195 per person. Each such person must submit signed and properly completed application forms to receive an Airport Security Badge. Additional forms and tests may be required to obtain Airport Driver's Licenses and Vehicle Permits. The application forms will solicit such information as the Airport Security Coordinator may require in his discretion, including but not limited to name, address, date of birth (and for vehicles, driver's license and appropriate stickers). Contractor is responsible for requesting and completing the form for each person who will be working at the Airport on Contractor's behalf and all vehicles to be used on the job site. Upon signed approval of the application by the Airport Security Coordinator or his designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Airport Security Coordinator may grant or deny the application in his sole discretion. In order for a person to have an Airport Security Badge, a criminal history record check ("CHRC") conducted by the Authority will also be required. The CHRC will include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA. Airport Security Badges and Driver's Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area. In addition to other rules and regulations, the following rules related to Airport Security Badges and Driver's Licenses must be adhered to:
 - All individuals must wear and visibly display their Airport Security Badges on their outer apparel, above the waist, at all times while at the Airport.
 - All individuals operating a vehicle on the Airport Operations Area ("AOA") must be familiar and comply with motor driving regulations and procedures of the State of Michigan, Authority, and the Federal Aviation Administration. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver's License. Each individual operating a vehicle on the AOA without an escort must also be in possession of a valid Authority Airport Driver's Permit.
 - All operating equipment must have company signage affixed to the vehicle at all times while operating on the Airport.
 - Individuals must remain within their assigned areas and haul routes unless otherwise instructed by the contractor's personnel who function as supervisors, and those that escort Contractor's equipment/operators to their designated work sites. Contractor supervisory personnel may be required to obtain an added multi-area access designation on their Airport Security Badge which must also be displayed while on the AOA.

SECTION 2 – SCOPE OF PROJECT

2.1 PURPOSE AND NEED / PROJECT DESCRIPTION

The Authority is seeking proposals from highly experienced and professional firms to provide pricing and solution for a server-based Flight Information Display and Visual Digital Paging System. This system shall have the capability to provide accurate, real time, automated flight information for Flight Information Displays (“FIDS”), Baggage Information Displays (“BIDS”), Ticket Counter Information Displays (“TIDS”), and Gate Information Displays (“GIDS”) and that relieves both the airport and the airlines of the burden of maintaining the system and updating flight information data. The system must be flexible in providing various layouts for displaying information, and also expandable, to include, but not be limited to, providing advertising/marketing capability, gate information display, baggage information display, aircraft delay information, news, weather, aircraft tracking information and airport/airline announcements (“Paging”).

The Multi-User Flight Information Display System (“MUFIDS”) must be capable of handling multiple airlines to include major airlines, low cost airlines, essential air providers, including, but not limited to, air carriers such as American, Delta, and United as well as charter companies like Sun Country Airlines and Apple Vacations. Each display unit must be customizable for its specific location as follows:

1. Ability for an airline to display all flights it operates, including both arrivals and departures, or departures only, at the gate counter location.
2. Displays in the public areas will show all flights for all airlines at the Airport and must be able to be changed to display arrivals only, departures only, or both arrivals and departures in either static or rotational format.

The MUFIDS shall use the existing Airport Network for connectivity. The Network is a fiber based system that will connect to the access points using Cat 6. The contractor shall provide a web portal(s) for the Airport and airline tenants to access the MUFIDS for local changes to include, but not be limited to, flight information, visual paging, display set up, and emergency notifications.

The company is required to inform the Authority of all equipment needs to support the system proposed, provide detailed, itemized, cost information of the complete system, to include one-time, upfront and all ongoing costs, as well as information on the complete capabilities of the company’s product. The selected company shall provide, install and test all system equipment and components to ensure fully functional system upon start up.

2.2 BACKGROUND INFORMATION: The Authority

The Capital Region Airport Authority, (“Authority”) owns and operates the Capital Region International Airport (“Airport”). The Capital Region International Airport operates 24 hours a day, seven days a week. Currently, the airport is host to three airlines, two restaurants and shops, four rental car agencies, employees of the Transportation Security Administration (TSA), and employees of the Federal Aviation Administration (FAA). The Airport currently uses InFax for MuFIDS, BIDS, TIDS, GIDS. The paging system is analog system comprised of components from Bogen provided.

Description of Environment and Existing Environment

The following information should be used to determine the scope of this project and provide pricing for this engagement.

Current Hardware: See Exhibit 1

2.3 SCOPE OF WORK / PROJECT REQUIREMENTS

The project's focus is to have one complete (integrated) Information Display and Audio/Visual Paging System. The Authority is open to proposals for replacing the entire system or using existing components. The work area is located throughout the Capital Region International Airport Terminal and Concourses. Some areas have limited space for large bulky equipment. The Authority requires a digital paging and flight information system that will provide accurate and confidential information with quality audio and video feed. The system will also meet all Federal Aviation Administration and ADA (American Disabilities Act) standards.

The contractor shall furnish all labor, materials and equipment required for implementing an integrated flight information and digital paging system. All phases of work shall be completed in accordance with the schedule established by the Authority. The work shall be performed in a professional manner, subject to approval and acceptance by the Authority. All measurements and areas involved in this contract shall be submitted in writing and will be verified by the Authority.

MINIMUM REQUIRED FEATURES BUT NOT LIMITED TO:

- MU-FIDS (Multi-user Flight Information Display System)
- FIDS (Flight Information Display System)
- BIDS (Baggage Information Display System)
- GIDS (Gate Information Display System)
- Capability to display selected Advertisements or Media (Airport)
- Public Address Paging
- Make scheduled paging announcements
- Paging Zoning
- Allow 3rd party device connections for music and/or video feeds. (Ex. IPOD, digital T.V. receivers)
- Text to Speech capability Paging
- Software licenses and subscriptions, data feed subscriptions, a Web Portal(s) for Airport and airline personnel to make any manual or last minute changes into the system and FIDS for the Airport's Website.
- Any new display monitors shall be full color, LED monitors with good brightness and high contrast ratio. Each monitor should connect independently to the system, so that failure of one monitor of the MUFIDS will not affect the operations of the other monitors. All monitors shall include appropriate brackets and mounting hardware. Final number of new monitors will be negotiated with Contractor based on prices submitted for unit costs.
- Colored, graphic representations of the actual system display options. (The Airport will choose the final layout and information displayed on the MUFIDS monitors from the available options.) Include information on font size and style.
- Software as a service (SAS) to eliminate the burden of Airport supported servers or workstations. The contractor is to supply all hardware, software and support equipment for a complete FIDVDPS.
- Direct feeds from FlightView OAG for aviation data on real-time flight status to ensure both data accuracy and redundancy, while removing the dependence on airline staff to maintain flight schedules and to enter every time/gate change.
- Real-time flight data information integrated with the Airport's Website to provide accurate data on all flights arriving and departing from the Airport. The display on the Website should synchronize with and match exactly the display on the FIDS monitors in the terminal building.
- Customized web portal(s) for both the Airport and airlines with secure access to allow real-time messaging, visual paging, emergency notifications, and any necessary manual overrides to flight information. The ability to implement advertising in the future should also be available to the Airport.
- A complete and detailed list and description of all hardware included in the system proposal. Any hardware required under this proposal should include cabling and mountings, and one "hot spare" for Airport personnel. Replacements of hardware devices will be provided based on either a mail-back or on-site maintenance basis, depending on the replacement.
- A secure platform to offer the highest level of security, scalability, and sustainability of the FIDVDPS.

The built-in capability to remotely sense and automatically restart the displays, without intervention by Authority personnel following a power failure.

- An annual service and maintenance plan for the entire FIDVDPS. The annual service plan should include a detailed breakdown of all services provided and shall deliver all MUFIDS data to the hardware units and the Airport's Website. As part of the service plan, services must include 24/7 monitoring of the system by contractor's staff, any routine updates and adjustments required by the Authority. The plan must also include licensing for all subscription data feeds to the third-party services within the FIDVDPS. Hosting, storage and any other service fees should be identified and included in the plan.
- Details on how system services issues will be addressed, information on how technical support will be handled, qualifications of the technical support team, response times, who the Authority would contact, etc. It is the Authority's preference to have only one point of contact responsible for resolution of services issues. Compliance with any applicable ADA requirements.
- Customized to suit the Authority's needs and aesthetics and created to present a unique/customized look for the Airport.
- Integrated visual paging, emergency announcements and advertising/marketing message capabilities. Contractor is completely responsible for the integration and support for these features; Authority will be responsible for the content.
- Twenty-four/seven, 365 days/year remote monitoring for seamless operation of the FIDVDPS, with minimal, if any interruptions.
- Flexibility to change the aesthetics of the display (ie., background, colors, and font), layout (ie., arrangement/order of information), and presentation (ie., number of flights displayed at one time, arrivals/departures on one display vs. separate displays) and orientation of the information, as the Authority feels is appropriate.
- Built with an energy efficient operating system. The system shall function in the power save mode based on the actual flight activity during the day and operate in power save mode after the last flight has arrived in the evening and before the first flight departure in the morning.
- Meet the low power requirements set by the EPA, giving it an ENERGY STAR qualification. ENERGY STAR 5.0 sets significantly higher efficiency limits for power supplies and aggressive limits for the computer's typical annual power consumption.
- Utilize the Internet connection provided by the existing Airport network. The Airport network will provide for a secured network connection dedicated to the FIDVDPS at no cost to the contractor.

Software requirements, if applicable:

- Microsoft Windows Platform
- All hardware shall include a warranty of one (1) year with replacement.

Maintenance/Support requirements:

Three year maintenance and support services for both hardware and software, to include but not limited to, on-site, depot with replacement, and telephone support services.

Training requirements:

Successful vendor shall provide training and knowledge transfer on the complete program and hardware package that is bid. Training shall be on-site at a location designated by the Authority.

2.4 RESPONSE SUBMISSION

In order to facilitate the analysis of responses to the RFP, vendors are required to prepare their proposals in accordance with the instructions outlined in this section. Vendors who deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the Authority. Proposals should be prepared in a concise manner and provide sufficient detail and description of the vendor's capabilities to satisfy the requirements of this RFP.

Responses to this RFP should include a cover page and a signed letter of transmittal followed by a table of contents. Proposals should be organized into the following major sections and provide sufficient detail for the Authority to make an informed decision and comparison of proposals. Emphasis should be given on accuracy, completeness, and clarity of content. Additional information such as marketing brochures and promotional materials may be included but should be at the end of the proposal in an appendix.

I. Executive Summary/Company Background

A brief narrative not to exceed 15 pages. This section will present a high-level synopsis of the Vendor's responses to the RFP. The Executive Summary should be a brief overview of the engagement, and should identify the main features and benefits of the proposed work. Provide company background information including description of services and company history. Responses should address the following items as well as other information that may be relevant to the decision process.

- Company History
- Service Focus
- Ownership Structure
- Years in Business
- Key Partnerships and Alliances
- Government/State Contracts (e.g. GSA, MIDeal)
- Vendor Offices/Locations
- Number of Customers

II. Qualifications and Past Performance

All respondents must verify five (5) years of business experience with airports, other major companies, or public entities comparable in size and/or requirements to the Airport. The vendor should highlight features and capabilities that the vendor feels are the strengths of the proposed scope requirements.

III. Program Management/Quality Control Techniques and Resources Available to Perform Services

Respondents must describe your contractor's availability to the Authority and your approach for managing the Airport account. Vendors must include a discussion of their project management approach including project staffing. Describe the proximity of the specific office or location that will perform the work, and, if not the main/home office, explain its capability to obtain necessary support from the main/home office.

Describe the Contractors approach to the control and assurance of quality for the FIDVDPS project. Provide a description of how similar programs have been developed using and same approach.

Describe how the Contractors design team will approach Design Quality Control, including requirements documentation, required interface with Authority designated representatives, design documentation, change management and documentation, schedule control and cost control.

Describe how the Contractor's implementation team will approach deployment, safety, cutover planning, training, user coordination, cutover fallback, and post cutover testing and problem correction.

A description of the project team with a list of their qualifications and experience is also required.

IV. Client References

Respondents must also provide at least three (3) letters of reference, with current contact information, demonstrating such experience among other entities. The Authority reserves the right to contact the referenced clients to verify the information or to solicit comments. Provide any previous airport experience, if available. Additional references are allowable if the vendor chooses. Include the contact person who was

directly responsible for overseeing the implementation/completion for each of the referenced projects. Be sure to include the name of the client/agency, contact information (name, phone number and email address) and the dates the services were provided.

2.5 PRICING STRUCTURE.

Prices proposed will remain firm for acceptance within **180** calendar days after the RFP closing date. The cost proposal must include detailed, itemized cost information on the following items:

- A total cost of the entire system proposed, installed and fully operational.
- Detailed cost breakdowns on those items that are one-time and upfront costs incurred at the initial installation; ongoing costs for the life of the contract; cost of an annual service and maintenance plan; costs of any individual or additional items NOT included in any of the above categories.
- Detailed cost breakdown of the individual hardware and software components of the system.
- Eight (8) hours minimum of on-site supervision of the system at the Airport at the launch of the FIDVDPS to ensure complete functionality.
- Five (5) hours of on-site training for the Authority and airline's staff.
- Two (2) staff members from contractor assigned on-site at the Airport for the supervision, training and transition to the new FIDVDPS.
- Regular software updates (if not included in annual maintenance contract), along with an update schedule, or information on the typical frequency of updates.
- A detailed time schedule for delivery, installation, testing and inspection of the system to assure the full functionality of the system. Estimated date of completion and activation of the system.
- Cost proposal should identify any hardware and software required to implement the system.

The base proposal shall include Service Level Agreement (SLA) Alternate 2 below for one (1) year beginning at final system acceptance. Beyond Year 1 of the SLA, add alternate pricing shall be provided for Years 2 to 5 of service. Fixed add alternate pricing for SLA service shall be provided for each of the two SLA alternates below for each subsequent year (Years 2 through 5).

SLA Alternatives (Add Alternates)

SLA Alternate 1 shall include hardware and software support via:

1. 24/7 phone support
2. 24 hour onsite response for emergency failure
3. 24 hour onsite response for critical failure
4. Preventative maintenance services

SLA Alternate 2 shall include hardware and software support via:

1. 24/7 phone support
2. 6 hour onsite response for emergency failure
3. 10 hour onsite response for critical failure
4. 36 hour onsite response for operational failure
5. Preventative maintenance services

Failure Definitions

1. Inoperative – A device shall be considered inoperative when the device does not perform its intended function(s) within defined performance criteria. Response services shall include inspections and necessary tests to determine the causes of equipment or software malfunction or failure. The failure services shall include the furnishing and installation of components, parts or software changes required to replace malfunctioning system elements.
2. Operational Failure – Defined as a networked end device (DDC, workstation, etc.) that is inoperative.
3. Critical Failure – Defined as a redundant network or server component that is inoperative or when a system

failure results in more than two (2) simultaneous operational failures, but less than fifteen percent (15%) of entire system.

4. Emergency Failure – Defined as a network or server failure that result in more than fifteen percent (15%) of the networked end devices being inoperative. A formal report shall be submitted to the Authority on the cause and resolution of the problem. Resolution shall not be considered complete until written approval is provided by the Authority.

SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

3.1 TAX EXEMPTION. All items purchased under this contract will be exempt from the State of Michigan Sales and Use Taxes. Blanket Certification of Exemption Forms will be furnished to the Proposer by the Authority.

3.2 PROPOSER AFFIDAVIT. If the successful proposer should be a corporation not incorporated under the laws of the State of Michigan, a certificate from the State showing the rights of the successful proposer to do business in the State of Michigan shall be furnished. Each proposer is required to submit with their bid, an Affidavit stating that neither the proposer nor agents thereof, nor any other party of the proposer has paid or agreed to pay directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will hereafter be paid.

3.3 PROCUREMENT ENHANCEMENT PROGRAM. It is the policy of the Authority to promote full and equal business opportunity to all persons doing business with the Authority. The Authority must ensure that businesses seeking to participate in contracting and procurement activities with the Authority are not prevented from doing so on the basis of the race or gender of their owners. The Authority is committed to ensuring that it is not engaged in passive participation in any form of discrimination. It is the Authority's position to encourage the greatest participation possible on all projects connected with any aspect of the Authority's auspices.

3.4 PROPOSER'S FINANCIAL OBLIGATION TO THE AUTHORITY. No bid may be accepted or contract awarded to any person, firm or corporation that is in arrears or in default to the Authority, or that is a defaulter of surety or otherwise upon any obligation to the Authority, or has failed to perform faithfully any previous contract with the Authority.

3.5 PROPOSER'S INCURRED COSTS. Each proposer shall be responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted by the proposer in response to this RFP shall become the property of the Authority, and shall not be returned. Respondents selected for further negotiations, as well as the proposer ultimately selected to enter into a contractual agreement with the Authority, shall be responsible for all costs incurred by it during negotiations.

3.6 GOVERNMENTAL APPROVALS. It shall be the responsibility of the Contractor, for its sole benefit and on its own behalf, to secure approval from appropriate governmental agencies, everything including permits and approvals necessary to the lawful conduct and activities contemplated hereunder. The successful Contractor shall pay all fees and service charges assessed by said governmental agencies.

3.7 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES. These standard terms are subject to change by the Authority prior to the award of the contract.

ARTICLE 1. TERM

The Agreement shall commence upon execution by the Authority and shall terminate upon expenditure of all funds provided herein or on December 31, 2018, whichever date is earlier.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall provide all services necessary to complete the Services that are described in an Attachment, Scope of Services, which is incorporated herein by reference.

ARTICLE 3. COMPENSATION

The total remuneration in this Agreement shall not exceed the agreed upon bid pricing between the authority and successful Contractor. Contractor shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested, and Services provided during the invoice period. The Authority will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

The Authority will retain ten percent (10%) of the agreement until the project has been fully completed. Fully completed assumes all as-built drawings, punch-list items, system manuals, and all training has been provided meeting Authority requirements.

ARTICLE 4. AUTHORITY'S RESPONSIBILITIES

The Authority will furnish Contractor, at no cost or expense, all reports, records, data that might be necessary or useful to complete the Services required under this Agreement.

ARTICLE 5. STANDARD OF CARE

Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Contractor shall have no liability for defects in the Services attributable to Contractor's reliance upon or use of data or other information furnished by the Authority or third parties retained by the Authority.

If, during the one year period following completion of the Services, it is shown there is an error in the Services caused by Contractor's failure to meet such standards and the Authority has notified Contractor in writing of any such error within that period, Contractor shall perform, at no additional cost to Authority, such Services within the original Project as may be necessary to remedy such error.

ARTICLE 6. INDEMNIFICATION

Contractor shall indemnify and defend the Authority and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions, or conduct of Contractor and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

This Article shall survive early termination or expiration of this Agreement.

ARTICLE 7. INSURANCE

During the term of this Agreement, Contractor shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Michigan and having an "A" rating or better by A.M. Best:

1. General Liability Insurance, having a combined single limit of \$2,000,000 for each occurrence and \$2,000,000 in the aggregate.
2. Automobile Liability Insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
3. Employers' Liability Insurance, having a limit of \$500,000 for each occurrence.
4. Professional Liability Insurance, having a limit of \$1,000,000 annual aggregate.
5. Contractor shall maintain errors and omissions insurance in the amount of \$1,000,000.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Contractor pursuant to this Article shall be furnished to the Authority. All such insurance policies, excluding Professional Liability Insurance, shall name the Authority, its elected officials, officers, agents, employees,

and volunteers as additional insureds, but only to the extent of the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the Authority in the event of cancellation or diminution of coverage

Contractor also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees, and shall furnish to the Authority evidence of same.

ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement, documents and reports prepared by Contractor as part of the Services shall become the sole and exclusive property of the Authority upon payment. However, Contractor shall have the unrestricted right to their use.

Contractor shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the Authority in the performance of this Agreement shall also remain the property of Contractor.

ARTICLE 9. TERMINATION

This Agreement may be terminated by the Authority upon written notice in the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement. Contractor shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Authority may terminate or suspend performance of this Agreement for the Authority's convenience upon thirty (30) days prior written notice to Contractor. In the event of termination by the Authority hereunder, the Authority will pay Contractor for Services actually provided up to the date of termination.

ARTICLE 10. STANDARD TERMS

A. DELAY IN PERFORMANCE

Neither the Authority nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the Authority or Contractor under this Agreement, provided the aforementioned circumstances are not due to the negligence or fault of the asserting party or any of its agents, employees, contractors, sub-contractors and/or representatives.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

B. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Ingham County, Michigan.

C. COMMUNICATIONS

Any written communication or notice required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or first class U.S. mail, postage pre-paid to the address specified below:

Company Name
Address
City, State, Zip
Attention
Title

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and the Authority.

D. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that all rules and regulations of the Capital Region International Airport constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the Authority to terminate this Agreement at its option and may bar Contractor from receiving future Authority contracts.

E. WAIVER

A waiver by the Authority or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party's rights with respect to any other or further breach.

F. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision.

G. INDEPENDENT CONTRACTOR

By executing this Agreement for professional services, Contractor acknowledges and agrees that it will be providing services to the Authority as an "independent contractor". As an independent contractor for the Authority, Contractor shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Contractor shall have no authority to assume or create any obligation on behalf of, or in the name of the Authority, without the express prior written approval of a duly authorized representative of the Authority.

Contractor, its employees and any persons retained or hired by Contractor to perform the duties and responsibilities under this Agreement are not Authority employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the Authority. Further, Contractor shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes.

Contractor acknowledges its employees are not public employees for purposes of Municipal Employees Retirement System ("MERS") membership.

H. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the Authority. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services.

I. THIRD PARTY RIGHTS

Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Authority and Contractor.

J. AMENDMENT

The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Authority.

K. POLITICAL CONTRIBUTIONS

Contractor affirms and certifies that it complies with Michigan Campaign Finance Act (MCFA) limiting political contributions.

L. INTEGRATION

This Agreement represents the entire and integrated agreement between the Authority and Contractor. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

EXHIBIT A – LETTER OF TRANSMITTAL (continued)

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: _____

Company's Primary Business - State the proposer's primary business, the number of years in the industry, and the number of employees assigned to these related activities:		
Primary Business	# of Years	# of Employees Assigned

If a corporation, state of incorporation: _____

Current Pending Lawsuits: Please provide any and all suits either with the Authority or any other Municipalities and Government Agencies; including, but not limited to Federal, State, Local or other Municipalities and Governmental Agencies:

Local Office of Proposer: Office nearest to Lansing, MI: _____

Federal Identification Number (or SSN if sole proprietorship): _____

Key Personnel:

Name	Title	Contact Information: Mailing address, telephone number, fax number and email address	Designated as Primary Contact for the Authority? YES / NO

EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: _____

List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP FIDVDPS. Do not use the Authority as a reference.

Company Name

Address

City, State, Zip

Contact Person

Phone Number

Fax Number

Email Address

Company Name

Address

City, State, Zip

Contact Person

Phone Number

Fax Number

Email Address

Company Name

Address

City, State, Zip

Contact Person

Phone Number

Fax Number

Email Address

EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

The Authority is prohibited from purchasing, leasing, renting or taking on consignment goods for use or for resale by the Authority, which were produced under sweatshop conditions.

The Authority requests the following information concerning the products you intend to provide to the Authority as a result of this bid. This information will allow us to determine your products' compliance with the Authority's standards

We require that you make a good faith effort to ascertain the following about the factories which manufacture the products you intend to supply to the Authority and that you make information available to us for our verification of your claims.

Child Labor. The factory or producer does not employ anybody younger than the legal age as established by the jurisdiction in which such factory or producer is located for children to work or participate in the production.

Forced Labor. The factory or producer does not use forced labor of any kind-prison labor, indentured labor or bonded labor. However, goods produced by prisoners and/or patients as part of a formal rehabilitation or treatment program shall not be considered "forced labor" under the terms of this section.

Wages and Benefits. The factory or producer pays and/or provides at least the minimum wages and/or benefits as required by law in the jurisdiction in which the factory or producer is located.

Hours of Work. Employees are not required to work more hours than the maximum allowed by law for the jurisdiction in which the factory or producer is located.

Worker Rights. The factory or producer makes available to its employees such rights and procedures as required by law for the jurisdiction in which the factory or producer is located.

Health and Safety. The factory or producer provides at least the minimum safe and healthy working environment as required by law for the jurisdiction in which the factory or producer is located.

Notice to Employees. The factory or producer provides any and all applicable notices to its workers as required by law for the jurisdiction in which the factory or producer is located.

This compliance form must be submitted with your bid. If at any time your products are found to be out of compliance with these standards, or if you refuse to provide information to the Authority for our verification of compliance, the Authority reserves the right to terminate contracts for those products.

Authority Ref. No FIDVDPS
Bidding Company
Address
City, State, Zip
Signature/Title
Federal ID#
Phone No.
Fax No.