**PIGGYBACK AGREEMENT FOR INTELLIGENT TRANSPORTATION SYSTEMS MAINTENANCE SERVICES**

**THIS PIGGYBACK AGREEMENT** (the "Agreement") is entered into as of the Effective Date defined in Section 3A, below, by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, and TransCore ITS, LLC a Delaware limited liability company, 6021 Orient Road, Tampa FL 33610, and whose Federal Employer Identification Number is 94-3198006.

**WHEREAS,** the County's Procurement Ordinance and Procurement Procedures permit it to enter into piggyback purchasing agreements; and

**WHEREAS,** the County requires the services of a vendor who can provide intelligent transportation systems (ITS) maintenance services for Roads and Drainage; and

**WHEREAS,** the Vendor has contracted with the State of Florida Department of Transportation (FDOT) to provide intelligent transportation systems (ITS) maintenance services for Roads and Drainage pursuant to that certain Contract No. BE638 dated as of September 1, 2018 (the "FDOT Agreement") which those parties entered into upon FDOT's award of RFP-DOT-18-19-1104DR to Vendor for ITS maintenance services; and

**WHEREAS,** the County and the Vendor have determined that the FDOT Agreement is an acceptable agreement upon which the County and the Vendor may establish a piggyback agreement; and

**NOW, THEREFORE,** in consideration of the promises contained herein, the parties hereby agree, as follows:

1. **Recitals.** The above stated recitals are true and correct.
2. **Terms and Conditions; Conflict.** Except as otherwise stated herein, the terms and conditions of the FDOT Agreement shall form the basis of this Agreement, with the County having the rights, duties, and obligations of the " FDOT " thereunder. A true and correct copy of the FDOT Agreement is attached as Exhibit "A" and incorporated herein. If any provision of this Agreement conflicts with any provision of the FDOT Agreement, then the terms, conditions, and provisions of this Agreement shall control.
3. **Supplemental Terms and Conditions.** The terms and conditions of the FDOT Agreement are hereby modified or supplemented, as follows:

**A. Term.** The term of this Agreement shall commence on the date (the "Effective Date") the later of the two parties executes the Agreement and, unless sooner terminated pursuant to Section 3.D herein, shall continue until the first to occur of the following: (i) upon expiration or earlier termination of the FDOT Agreement (it being acknowledged and understood that the latest possible termination date for the FDOT Agreement, with all renewal options exercised, is August 31, 2026; or (ii) upon termination by the County, for any reason or no reason, following 30 days' written notice to the Vendor.

**B. Insurance.** The Vendor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than

those set forth below. The Vendor shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Vendor's self-insured retention or deductible per line of coverage shall not exceed $250,000 without the permission of the County. In the event of any failure by the Vendor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Vendor suspend Vendor's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Vendor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Vendor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:
Premises and Operations:

> Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

> Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Vendor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

**C. Indemnity.** Vendor, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the

failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Vendor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

**D. Force Majeure.** Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

**E. Default and Remedy.** If Vendor materially defaults in its obligations under this Agreement, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to Vendor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement, then Vendor shall have the right to immediately terminate this Agreement by delivering written notice to the County and to seek payment from County for those services Vendor has provided but for which has not yet been paid.

**F. Attorneys' Fees and Costs.** In connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and

expenses incurred for any appellate or bankruptcy proceedings.

G. **Dispute Resolution.** Notwithstanding anything in the FDOT Agreement to the contrary, there shall be no arbitration of any dispute arising or pertaining to this Agreement. The parties shall resolve all such disputes via voluntary and non-binding mediation or negotiation.

H. **LIMITATION OF LIABILITY. IN NO EVENT SHALL THE COUNTY BE LIABLE TO THE VENDOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

I. **Governing Law.** This Agreement shall be governed in all respects by the Laws of the State of Florida, without regard to conflicts of the laws principles.

J. **Venue.** Any litigation with respect to this Agreement shall be brought and prosecuted only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

K. **Notice.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing, and shall be, as elected by the person giving such notice, hand delivered by nationally recognized messenger or by courier service, or mailed by registered or certified mail, return receipt requested, and addressed, as follows:

| | |
|---|---|
| If to the County: | Polk County Roads and Drainage Division<br>Attention: Director<br>3000 Sheffield Road<br>Winter Haven, FL 33880 |
| If to Vendor: | TransCore ITS<br>Attention: General Manager<br>6021 Orient Road<br>Tampa, FL 33610 |

L. **Non-exclusive Agreement.** This Agreement does not grant the Vendor the exclusive right to provide the County intelligent transportation systems maintenance for Roads and Drainage during the Agreement term. The County may utilize its own personnel to perform such services, or it may employ other vendors or contractors to provide such services.

M. **Public Records Law.**

(a) The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIAISON OFFICER**
**POLK COUNTY**
**330 WEST CHURCH ST.**
**BARTOW, FL 33830**
**TELEPHONE: (863) 534-7527**
**EMAIL:RMLO@POLK-COUNTY.NET**

**N. Scrutinized Companies and Business Operations Certification; Termination.**

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) the Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or

(ii) the Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

**O. No Construction Against Drafter.** The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

**P. Public Entity Crimes.** The Vendor declares and warrants that neither the

Consultant nor any of the Vendor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Vendor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Vendor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

**Q. Unauthorized Alien(s)**

The Vendor shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Vendor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

**R. Employment Eligibility Verification (E-VERIFY)**

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination

is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

S. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement between the parties. This Agreement may only be modified or changed in writing, and such modifications and changes signed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

**ATTEST:**

STACY BUTTERFIELD
CLERK OF THE BOARD

By: _____
Deputy Clerk

**Polk County**, a political subdivision of the State of Florida

By: _____
W.C. Braswell, Chairman
Board of County Commissioners

Date Signed By County_____

Reviewed as to form and legal sufficiency:

Sandra B. Haun 12/20/23
County Attorney's Office Date

**ATTEST:**

By:_____
Corporate Secretary

_____
[Print Name]

Date:_____

**TransCore ITS, LLC**
a Delaware limited liability company

By:_____

_____
[Print Name]

_____
[Title]
Date:_____

**SEAL**

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

The foregoing instruments was acknowledged before me by means of ☐ physical presence or ☐online notarization this _____(Date) by _____ _____(Name of officer or agent) as _____(title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization this _____(Date) by _____ (Name of officer or agent) as _____(title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _____ _____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization this_____(Date) By _____ _____(Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _____

(Official Notary Signature and Notary Seal) _____

(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization this _____(Date) by _____ (Name of acknowledging partner or agent) on behalf of _____a partnership. He/She personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this ____ _____(Date) _____ (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

## AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP-DOT-18-19-1104DR, ITS MAINTENANCE SERVICES

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").
POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**
PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____ (*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

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FLORIDA DEPARTMENT OF TRANSPORTATION

# STANDARD WRITTEN AGREEMENT
# MODIFICATION # 1

375-040-07
PROCUREMENT
03/17

| | |
|---|---|
| Agreement No. | BE638 |
| Financial Project I.D. | 440224 -1-52-01 |
| Vendor No. | F943198006007 |
| Procurement No. | RFP-DOT-18/19-1104DR |
| DMS Catalog Class No. | 80101500 |

Amendment # 1

This Agreement, made and entered into on October 2, 2018 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and TransCore ITS, LLC of 6021 Orient Road Tampa, FL 33610 , duly authorized to conduct business in the State of Florida, hereinafter called the "Vendor."

## WITNESSETH:

WHEREAS, the Department and the Vendor heretofore on September 1, 2018 , entered into an agreement, hereinafter called the "Original Agreement," whereby the Department retained the Vendor to furnish certain services in connection with District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One ;

WHEREAS, the Department has determined it necessary, within the general description of the project as originally planned, to amend the budgetary ceiling of this TERM CONTRACT for an Indefinite Quantity;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other the parties agree that the budgetary ceiling is increased by the amount of $64,963.00 which will make the budgetary ceiling $9,770,786.00 for all services required under said agreement dated 9/1/2018 as amended hereby. The Contract budgetary ceiling is expected to be funded by annual Legislative appropriations and is made up of the limiting amounts for each fiscal year as detailed in the attached Attachment I.

Except as hereby modified, amended, or changed, all of the terms and conditions of said agreement and any amendments thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

Transcore ITS, LLC
Name of Vendor

BY: DocuSigned by: Michael Crotty (A5D8C270CFF9ME5...)
Authorized Signature

Michael Crotty
(Print/Type)

Title: Controller

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: DocuSigned by: Carol J. Finn (F509AA69EF4B4D2...)

Carol J. Finn
(Print/Type)

Title: District One Transportation Support Manager

FOR DEPARTMENT USE ONLY

APPROVED: DocuSigned by: Don Naylor (6AC38F411BDB49F...) DS DN
Procurement Office

LEGAL REVIEW DocuSigned by: Don Conway (937D1D5420A84D9...)

DocuSign Envelope ID: C3892C2C-9350-4152-93C9-CF8D6872C278

# Attachment I

# Modification #1 Amendment #1

**Contract: BE638**
**DISTRICT WIDE INTELLIGENT TRANSPORTATION SYSTEMS (ITS)**
**MAINTENANCE SERVICES**

## EXHIBIT "A" – SCOPE OF SERVICES

### OBJECTIVE

The contract is amended to increase the Budgetary Ceiling to cover the work necessary to install fiber communications cable along US 98 and SR 60 in Bartow for connection of the Bartow InSync signal system. This work will be paid for using existing work program funds from FPID 440224-1-52-01 for $64,963.

### SERVICES TO BE PROVIDED

The services to be provided are as shown in the contract documents.

### AUTHORIZATIONS

The Project Manager will assign a Task Work Order to the Contractor with funding available for use to accomplish the associated work. An estimate of the work effort required will be approved by the Project Manager prior to work being done. The Project Manager has agreed to this release/ decrease in funding.

### REIMBURSEMENT

All work required to accomplish the installation of fiber communications cable will be reimbursed through Task Work Orders and will not exceed the new Budgetary Ceiling established by this amendment.

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ROPERTEC4

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/21/2018

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: Lauren Atkinson | |
|---|---|---|
| Commercial Lines - (404) 923-3700<br>USI Insurance Services National, Inc.<br>3475 Piedmont Road NE, Suite 800<br>Atlanta, GA 30305-2886 | PHONE (A/C, No, Ext): 470.875.0356 | FAX (A/C, No): 877.362.9069 |
| | E-MAIL ADDRESS: lauren.atkinson@usi.com | |

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A: | Westchester Fire Insurance Company | 10030 |
| INSURER B: | Greenwich Insurance Company | 22322 |
| INSURER C: | Commerce & Industry Insurance Company | 19410 |
| INSURER D: | XL Insurance America, Inc. | 24554 |
| INSURER E: | XL Specialty Insurance Company | 37885 |
| INSURER F: | | |

INSURED
Roper Technologies, Inc; A Parent Company
TransCore ITS, LLC
150 4th Ave. N, Ste. 1200
Nashville, TN 37219

**COVERAGES** **CERTIFICATE NUMBER:** 13371510 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>X Contractual Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | G71109094 001 | 04/01/2018 | 04/01/2019 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 2,000,000<br>$ 500,000<br>$ 10,000<br>$ 2,000,000<br>$ 5,000,000<br>$ 3,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY<br>X $25,000 Com X $25,000 Coll | | | RAD943776502 | 04/01/2018 | 04/01/2019 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 2,000,000<br>$<br>$<br>$ |
| C | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED X RETENTION $ $25,000 | | | 28189488 | 04/01/2018 | 04/01/2019 | EACH OCCURRENCE<br>AGGREGATE | $ 25,000,000<br>$ 25,000,000 |
| D<br>E | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | RWD300109702 (AOS)<br>RWR300109802 (AK,WI) | 04/01/2018<br>04/01/2018 | 04/01/2019<br>04/01/2019 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: FDOT Contract No. BE638; RFP-DOT18-191104DR for "District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One"

Florida Department of Transportation is included as Additional Insured on the General & Auto Liability with respect to liability arising out of the named insured's operations. Waiver of Subrogation is granted as it relates to General and Auto Liability and Workers' Comp regarding work performed by the Named Insured. Umbrella follows form as it relates to additional insureds. The above coverage is primary and non-contributory where required by written contract, subject to policy terms, conditions, and exclusions.

**CERTIFICATE HOLDER**

Florida Department of Transportation
801 N. Broadway Avenue, MS 1-31
Bartow, Florida 33830
Attn: Procurement Office, Danielle Rose

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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(This certificate replaces certificate# 13371453 issued on 8/21/2018)

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POLICY NUMBER: G71109094 001

**COMMERCIAL GENERAL LIABILITY**
**CG 20 10 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| Florida Department of Transportation | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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DocuSign Envelope ID: C3892C2C-9350-4152-93C9-CF8D6872C278

POLICY NUMBER: G71109094 001

Endorsement Number:

**COMMERCIAL GENERAL LIABILITY**
**CG 20 37 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| Florida Department of Transportation | |
| | |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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POLICY NUMBER: G71109094 001

**COMMERCIAL GENERAL LIABILITY**
**CG 24 04 05 09**

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Person Or Organization:** |
|---|
| As required by written contract executed by both parties prior to the date of loss. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.


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POLICY NUMBER: RAD943776502

COMMERCIAL AUTO
CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** ROPER TECHNOLOGIES, INC.

**Endorsement Effective Date:** April 1, 2018

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**
WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.


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## W AIVEROF OURRIGHTTO RECOVERFROM OTHERSENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by thispolicy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Florida Department of Transportation

Thisendorsement changesthe policyto which it isattached and iseffective on the date issued unlessotherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Policy No.RW D300109702 Endorsement No.

Ins ured Roper Technologies ,Inc.

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

**WC 00 03 13**
(Ed. 4-84)

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# CERTIFICATE OF THE SOLE MEMBER OF

# TRANSCORE ITS, LLC

I do hereby certify that:

1. I am the duly appointed, qualified, and serving Manager of the General Partner of the Sole Member of TRANSCORE ITS, LLC a Delaware corporation (the "Company");

2. Michael Crotty was appointed to the position of Vice President and Assistant Secretary by Written Consent of the Sole Member of the Company dated July 1, 2016; and

3. Michael Crotty in the position of Vice President and Assistant Secretary of the Company has the legal authority to execute all contracts and agreements on behalf of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of July, 2016.

John K. Stipancich
Manager of TLP Holdings, LLC, the General Partner
of the Sole Member, TransCore, LP

DocuSign Envelope ID: 3BD0556E-158F-457B-B6B7-C86FAFA2042C

FLORID□ D□P□RTM□□T OF TR□□SPORT□TIO□

# STANDARD WRITTEN AGREEMENT
# MODIFICATION # 2

PRO□□R□M□□T

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□mendment □ □

T□is □□reement□made and entered into on March 13, 2019 □□ and □et□een t□e ST□T□ OF FLORID□ D□P□RTM□□T OF TR□□SPORT□TIO□□□ereinafter □alled t□e "Department" and Trans□ore ITS□LL□ of □□□□ Orient Road Tampa□FL □□□□□ □d□l□a□t□ori□ed to □ond□□t □□siness in t□e State of Florida□□ereinafter □alled t□e "□endor□"

## WITNESSETH:

□ □□R□□S□t□e Department and t□e □endor □eretofore on Septem□er □□□□□□ □entered into an a□reement□□ereinafter □alled t□e "Ori□inal □□reement" □□ere□□t□e Department retained t□e □endor to f□rnis□ □ertain ser□i□es in □onne□tion □it□ Distri□t□ □ ide Intelli□ent Transportation S□stem □ITS□Maintenan□e Ser□i□es for Distri□t One □

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□□□ept as □ere□□ modified□amended□or □□an□ed□all of t□e terms and □onditions of said a□reement and an□ amendments t□ereto □ill remain in f□ll for□e and effe□t□

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Transcore ITS, LLC
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Michael Crotty
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Title□ Controller

ST□T□ OF FLORID□
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□□□ DocuSigned by: Carol J. Finn
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Title□ District One Transportation Support Manager

FOR D□P□RTM□□T □S□ O□L□

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DocuSigned by: Don Naylor
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DocuSigned by: Don Conway
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# Attachment 1

# Modification #2 Amendment #2

### Contract: BE638
### DISTRICT WIDE INTELLIGENT TRANSPORTATION SYSTEMS (ITS) MAINTENANCE SERVICES

## EXHIBIT "A" – SCOPE OF SERVICES

## OBJECTIVE

T□e □ontra□t is amended to in□rease t□e □□d□etar□ □eilin□ to □o□er t□e □or□ ne□essar□ to install Road Ran□er Sponsors□ip Si□ns alon□ I□□□ in Distri□t □□T□is □or□ □ill □e paid for □sin□ e□istin□ □or□ pro□ram f□nds from FPID □□□□□□□□□□□□□□□□ for □□□□□□□□□□

## SERVICES TO BE PROVIDED

T□e ser□i□es to □e pro□ided are as s□o□n in t□e □ontra□t do□□ments□

## AUTHORIZATIONS

T□e Pro□e□t Mana□er □ill assi□n a Tas□ □ or□ Order to t□e □ontra□tor □it□ f□ndin□ a□aila□le for □se to a□□omplis□ t□e asso□iated □or□□□n estimate of t□e □or□ effort re□□ired □ill □e appro□ed □□t□e Pro□e□t Mana□er prior to □or□ □ein□ done□T□e Pro□e□t Mana□er □as a□reed to t□is release□ de□rease in f□ndin□□

## REIMBURSEMENT

□ll □or□ re□□ired to a□□omplis□ t□is o□□e□ti□e □ill □e reim□□rsed t□ro□□□ Tas□ □ or□ Orders and □ill not e□□eed t□e ne□ □□d□etar□ □eilin□ esta□lis□ed □□t□is amendment□

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# Attachment 2

# Modification #2 Amendment #2

**Contract: BE638**
**DISTRICT WIDE INTELLIGENT TRANSPORTATION SYSTEMS (ITS)**
**MAINTENANCE SERVICES**

## EXHIBIT "A" – SCOPE OF SERVICES

### OBJECTIVE

The contract is amended to increase the Budgetary Ceiling to cover the work necessary to install fiber optic cable to connect US 27 with I-4 to allow communications between the adaptive traffic system on US 27 and the RTMC. This work will be paid for using existing work program funds from FPID 432652-1-52-02 for $29,733.00.

### SERVICES TO BE PROVIDED

The services to be provided are as shown in the contract documents.

### AUTHORIZATIONS

The Project Manager will assign a Task Work Order to the Contractor with funding available for use to accomplish the associated work. An estimate of the work effort required will be approved by the Project Manager prior to work being done. The Project Manager has agreed to this release/ decrease in funding.

### REIMBURSEMENT

All work required to accomplish this objective will be reimbursed through Task Work Orders and will not exceed the new Budgetary Ceiling established by this amendment.

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# Attachment 3

# Modification #2 Amendment #2

**Contract: BE638**
**DISTRICT WIDE INTELLIGENT TRANSPORTATION SYSTEMS (ITS)**
**MAINTENANCE SERVICES**

## EXHIBIT "A" – SCOPE OF SERVICES

### OBJECTIVE

T□e □ontra□t is amended to in□rease t□e □□d□etar□ □eilin□ to □o□er t□e □or□ ne□essar□ to install s□r□e s□ppression for t□e □ideo □ameras in t□e □arto□ □dapti□e Si□nal S□stem□T□is □or□ □ill □e paid for □sin□ e□istin□ □or□ pro□ram f□nds from FPID □□□□□□□□□□□□□□□□ for □□□□□□□□□□□

### SERVICES TO BE PROVIDED

T□e ser□i□es to □e pro□ided are as s□o□n in t□e □ontra□t do□□ments□

### AUTHORIZATIONS

T□e Pro□e□t Mana□er □ill assi□n a Tas□ □ or□ Order to t□e □ontra□tor □it□ f□ndin□ a□aila□le for □se to a□□omplis□ t□e asso□iated □or□□□n estimate of t□e □or□ effort re□□ired □ill □e appro□ed □□t□e Pro□e□t Mana□er prior to □or□ □ein□ done□T□e Pro□e□t Mana□er □as a□reed to t□is release□ de□rease in f□ndin□□

### REIMBURSEMENT

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**To: Belinda.Thomas@dot.state.fl.us**

# FLORIDA DEPARTMENT OF TRANSPORTATION
# FUNDS APPROVAL

**BE638**

**3/8/2019**

## CONTRACT INFORMATION

| | |
|---|---|
| **Contract:** | BE638 |
| **Contract Type:** | B1 - OTHER CONTRACTUAL SERVICE (OTHER CS) |
| **Method of Procurement:** | B - REQUEST FOR PROPOSAL (287.057,F.S.) |
| **Vendor Name:** | TRANSCORE HOLDINGS, INC. |
| **Vendor ID:** | F943198006007 |
| **Beginning Date of This Agreement:** | 09/01/2018 |
| **Ending Date of This Agreement:** | 08/31/2023 |
| **Contract Total/Budgetary Ceiling:** | ct = $3,111,381.00 |
| **Description:** | District-Wide Intelligent Trabnsportation Systems (ITS) Maintenance Services for District One |

## FUNDS APPROVAL INFORMATION

**FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 3/8/2019**

| Action: | Supplemental | Supplemental | Supplemental |
|---|---|---|---|
| Reviewed or Approved: | APPROVED | APPROVED | APPROVED |
| Organization Code: | 55014060162 | 55014060162 | 55014060162 |
| Expansion Option: | AE | AE | AE |
| Object Code: | 242059 | 242059 | 242059 |
| Amount: | $196,000.00 | $29,733.00 | $21,132.00 |
| Financial Project: | 43265215201 | 43265215202 | 44022415201 |
| Work Activity (FCT): | 521 | 306 | 306 |
| CFDA: | | | |
| Fiscal Year: | 2019 | 2019 | 2019 |
| Budget Entity: | 55150200 | 55150200 | 55150200 |
| Category/Category Year: | 088716/19 | 088716/19 | 088716/19 |
| Amendment ID: | S002 | S002 | S002 |
| Sequence: | 00 | 01 | 02 |
| User Assigned ID: | AMEND2 | AMEND2 | AMEND2 |
| Enc Line (6s)/Status: | 0004/04 | 0005/04 | 0006/04 |

**Total Amount: $246,865.00**

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/21/2018

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: Lauren Atkinson | |
|---|---|---|
| Commercial Lines - (404) 923-3700<br>USI Insurance Services National, Inc.<br>3475 Piedmont Road NE, Suite 800<br>Atlanta, GA 30305-2886 | PHONE (A/C, No, Ext): 470.875.0356 | FAX (A/C, No): 877.362.9069 |
| | E-MAIL ADDRESS: lauren.atkinson@usi.com | |

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Westchester Fire Insurance Company | 10030 |
| INSURER B : | Greenwich Insurance Company | 22322 |
| INSURER C : | Commerce & Industry Insurance Company | 19410 |
| INSURER D : | XL Insurance America, Inc. | 24554 |
| INSURER E : | XL Specialty Insurance Company | 37885 |
| INSURER F : | Illinois National Insurance Company | 23817 |

INSURED
Roper Technologies, Inc; A Parent Company
TransCore ITS, LLC
150 4th Ave. N, Ste. 1200
Nashville, TN 37219

**COVERAGES** **CERTIFICATE NUMBER:** 13371463 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>X Contractual Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | | | G71109094 001 | 04/01/2018 | 04/01/2019 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 2,000,000<br>$ 500,000<br>$ 10,000<br>$ 2,000,000<br>$ 5,000,000<br>$ 3,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY<br>X $25,000 Com / X $25,000 Coll | | | RAD943776502 | 04/01/2018 | 04/01/2019 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 2,000,000<br>$<br>$<br>$ |
| C | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ $25,000 | | | 28189488 | 04/01/2018 | 04/01/2019 | EACH OCCURRENCE<br>AGGREGATE | $ 25,000,000<br>$ 25,000,000 |
| D<br>E | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | RWD300109702 (AOS)<br>RWR300109802 (AK,WI) | 04/01/2018<br>04/01/2018 | 04/01/2019<br>04/01/2019 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| F | Professional Liability | | | 013099524 | 04/01/2018 | 04/01/2019 | $10,000,000 occ/agg | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

RE: FDOT Contract No. BE638/TransCore Job: 2308024

Florida Department of Transportation is included as Additional Insured on the General & Auto Liability with respect to liability arising out of the named insured's operations. Waiver of Subrogation is granted as it relates to General and Auto Liability and Workers' Comp regarding work performed by the Named Insured. Umbrella follows form as it relates to additional insureds. The above coverage is primary and non-contributory where required by written contract, subject to policy terms, conditions, and exclusions.

**CERTIFICATE HOLDER**

Florida Department of Transportation
801 N. Broadway Avenue, MS 1-31
Bartow, Florida 33830
Attn: Procurement Office, Danielle Rose

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

Jeanne Brandon

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(This certificate replaces certificate# 12932948 issued on 4/5/2018)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| Florida Department of Transportation | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICY NUMBER: G71109094 001 Endorsement Number:

**COMMERCIAL GENERAL LIABILITY**
**CG 20 37 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| Florida Department of Transportation | |
| | |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Person Or Organization:** |
|---|
| As required by written contract executed by both parties prior to the date of loss. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** ROPER TECHNOLOGIES, INC.

**Endorsement Effective Date:** April 1, 201□

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Florida Department of Transportation

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective | Policy No. RWD30010970 | Endorsement No.

Insured Roper Technologies, Inc.

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

**WC 00 03 13**
(Ed. 4-84)

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POLICY NUMBER: RAG943776□0□

XIC 411 1013

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AUTOMATIC ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured,** is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or

2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

**a.** The written contract is in effect during the policy period of this policy;

**b.** The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and

**c.** Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

**B.** The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

**C.** **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.


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# STANDARD WRITTEN AGREEMENT

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□□ □efore ma□in□ an□additions or deletions to t□e □or□ des□ri□ed in t□is □□reement□and □efore □nderta□in□ an□ □□an□es or re□isions to s□□□ □or□□t□e parties s□all ne□otiate an□ne□essar□ □ost □□an□es and s□all enter into an □mendment □o□erin□ s□□□ □or□ and □ompensation□Referen□e □erein to t□is □□reement s□all in□□de an□amendments□

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☑ T□is □□reement ma□not □e rene□ed□

☐ T□is □□reement ma□□e rene□ed for a period t□at ma□not e□□eed t□ree □□□□ears or t□e term of t□e ori□inal □ontra□t□□ i□□e□er is lon□er□Rene□als are □ontin□ent □pon satisfa□tor□performan□e e□al□ations □□t□e Department and s□□□e□t to t□e a□aila□ilit□of f□nds□□osts for rene□al ma□not □e □□ar□ed□□n□rene□al or e□tension m□st □e in □ritin□ and is s□□□e□t to t□e same terms and □onditions set fort□ in t□is □□reement and an□ □ritten amendments si□ned □□t□e parties□

□□ □□T□□SIO□S□In t□e e□ent t□at □ir□□mstan□es arise □□i□□ ma□e performan□e □□t□e □endor impra□ti□a□le or impossi□le □it□in t□e time allo□ed or □□i□□ pre□ent a ne□ □ontra□t from □ein□ e□e□□ted□t□e Department□in its dis□retion□ma□ □rant an e□tension of t□is □□reement□□□tension of t□is □□reement m□st □e in □ritin□ for a period not to e□□eed si□ □□□mont□s and is s□□□e□t to t□e same terms and □onditions set fort□ in t□is □□reement and an□ □ritten amendments si□ned □□t□e parties□pro□ided t□e Department ma□□in its dis□retion□□rant a proportional in□rease in t□e total dollar amo□nt □ased on t□e met□od and rate esta□lis□ed □erein□T□ere ma□□e onl□ one e□tension of t□is □□reement □nless t□e fail□re to meet t□e □riteria set fort□ in t□is □□reement for □ompletion of t□is □□reement is d□e to e□ents □e□ond t□e □ontrol of t□e □endor□

It s□all □e t□e responsi□ilit□ of t□e □endor to ens□re at all times t□at s□ffi□ient time remains in t□e Pro□e□t S□□ed□le □it□in □i□□ to □omplete ser□i□es on t□e pro□e□t□In t□e e□ent t□ere □a□e □een dela□s □i□□ □o□d affe□t t□e pro□e□t □ompletion date□t□e □endor s□all s□□mit a □ritten re□□est to t□e Department □i□□ identifies t□e reason□s□for t□e dela□ and t□e amo□nt of time related to ea□□ reason□T□e Department s□all re□ie□ t□e re□□est and ma□e a determination as to □rantin□ all or part of t□e re□□ested e□tension□

□□ □OMP□□S□TIO□ □□D P□□M□□T

□□ Pa□ment s□all □e made onl□ after re□eipt and appro□al of □oods and ser□i□es □nless ad□an□e pa□ments are a□t□ori□ed □□t□e □□ief Finan□ial Offi□er of t□e State of Florida □nder □□apters □□□ and □□□□Florida Stat□tes□ If t□e Department determines t□at t□e performan□e of t□e □endor is □nsatisfa□tor□□t□e Department s□all notif□t□e □endor of t□e defi□ien□□ to □e □orre□ted□□ i□□ □orre□tion s□all □e made □it□in a time□rame to □e spe□ified □□t□e Department□ T□e □endor s□all□□it□in fi□e da□s after noti□e from t□e Department□pro□ide t□e Department □it□ a □orre□ti□e a□tion plan des□ri□in□ □o□ t□e □endor □ill address all iss□es of □ontra□t non□performan□e□□na□□epta□le performan□e□fail□re to meet t□e minim□m performan□e le□els□deli□era□le defi□ien□ies□or □ontra□t non□□omplian□e□ If t□e □orre□ti□e a□tion plan is □na□□epta□le to t□e Department□t□e □endor s□all □e assessed a non□performan□e retaina□e e□□i□alent to □□□ of t□e total in□oi□e amo□nt□ T□e retaina□e s□all □e applied to t□e in□oi□e for t□e t□en□□□rrent □illin□ period□ T□e retaina□e s□all □e □it□□eld □ntil t□e □endor resol□es t□e defi□ien□□□ If t□e defi□ien□□ is s□□se□□entl□ resol□ed□t□e □endor □ill □ill t□e Department for t□e retained amo□nt d□rin□ t□e ne□t □illin□ period□ If t□e □endor is □na□le to resol□e t□e defi□ien□□□t□e

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f□nds retained □ill □e forfeited at t□e end of t□e a□reement period□

□□ If t□is □□reement in□ol□es □nits of deli□era□les t□en s□□□ □nits m□st □e re□ei□ed and a□□epted in □ritin□ □□t□e □ontra□t Mana□er prior to pa□ments□

□□ □ills for fees or ot□er □ompensation for ser□i□es or e□penses s□all □e s□□mitted in detail s□ffi□ient for a proper prea□dit and posta□dit t□ereof□

D□ T□e □ills for an□ tra□el e□penses□□□en a□t□ori□ed □□terms of t□is □□reement and □□t□e Department□s Pro□e□t Mana□er□s□all □e s□□mitted in a□□ordan□e □it□ Se□tion □□□□□□□□□Florida Stat□tes□In addition□if □ompensation for tra□el is a□t□ori□ed □nder t□is □□reement and □□t□e Department□s Pro□e□t Mana□er□ t□en t□e Department s□all not □ompensate t□e □endor for lod□in□□□otel e□penses in e□□ess of □□□□□□□□ per da□ □e□□lodin□ ta□es and fees□□T□e □endor ma□e□pend t□eir o□n f□nds to t□e e□tent t□e lod□in□□ □otel e□pense e□□eeds □□□□□□□□ per da□□T□e Department□in its sole dis□retion and p□rs□ant to its internal poli□ies and pro□ed□res□ma□appro□e □ompensation to t□e □endor for lod□in□□□otel e□penses in e□□ess of □□□□□□□□ per da□□

□□ □endors pro□idin□ □oods and ser□i□es to t□e Department s□o□ld □e a□are of t□e follo□in□ time frames□ □pon re□eipt□t□e Department □as fi□e □□□□or□in□ da□s to inspe□t and appro□e t□e □oods and ser□i□es□ □nless ot□er□ise spe□ified □erein□T□e Department □as t□ent□ □□□□□da□s to deli□er a re□□est for pa□ment □o□□□er□to t□e Department of Finan□ial Ser□i□es□T□e t□ent□ □□□□□da□s are meas□red from t□e latter of t□e date t□e in□oi□e is re□ei□ed or t□e □oods or ser□i□es are re□ei□ed□inspe□ted and appro□ed□

F□ If a pa□ment is not a□aila□le □it□in fort□ □□□□da□s□a separate interest penalt□as esta□lis□ed p□rs□ant to Se□tion □□□□□□□□□Florida Stat□tes□s□all □e d□e and pa□a□le□in addition to t□e in□oi□e amo□nt□to t□e □endor□Interest penalties of less t□an one □□□dollar s□all not □e enfor□ed □nless t□e □endor re□□ests pa□ment□In□oi□es □□i□□ □a□e to □e ret□rned to a □endor □e□a□se of □endor preparation errors s□all res□lt in a dela□in t□e pa□ment□T□e in□oi□e pa□ment re□□irements do not start □ntil a properl□ □ompleted in□oi□e is pro□ided to t□e Department□

□□ T□e State of Florida□t□ro□□□ t□e Department of Mana□ement Ser□i□es□□as institt□ted M□FloridaMar□etPla□e□a state□ide ePro□□rement s□stem□P□rs□ant to Se□tion □□□□□□□□□□□Florida Stat□tes□all pa□ments s□all □e assessed a transa□tion fee of one per□ent □□□ □□□ i□□ t□e □endor s□all pa□ to t□e State□For pa□ments □it□in t□e State a□□o□ntin□ s□stem □FL□IR or its s□□□essor□□t□e transa□tion fee s□all□□□en possi□le□□e a□tomati□all□ded□□ted from pa□ments to t□e □endor□If a□tomati□ded□□tion is not possi□le□t□e □endor s□all pa□t□e transa□tion fee p□rs□ant to R□le □□□□□□□□□□ □□□□Florida □dministrati□e □ode□□□s□□mission of t□ese reports and □orrespondin□ pa□ments□□endor □ertifies t□eir □orre□tness□□ll s□□□ reports and pa□ments s□all □e s□□□e□t to a□dit □□t□e State or its desi□nee□T□e □endor s□all re□ei□e a □redit for an□ transa□tion fee paid □□t□e □endor for t□e p□r□□ase of an□item□s□if s□□□ item□s□are ret□rned to t□e □endor t□ro□□□ no fa□lt□a□t□or omission of t□e □endor□ □ot□it□standin□ t□e fore□oin□□a transa□tion fee is non□ref□nda□le □□en an item is re□e□□ted or ret□rned□ or de□lined□d□e to t□e □endor□s fail□re to perform or □ompl□ □it□ spe□fi□ations or re□□irements of t□e □□reement□Fail□re to □ompl□ □it□ t□ese re□□irements s□all □onstit□te □ro□nds for de□larin□ t□e □endor in defa□lt and re□o□erin□ repro□□rement □osts from t□e □endor in addition to all o□tstandin□ fees□ □□□DORS D□LI□□□□□T I□ P□□I□□ TR□□S□□TIO□ F□□S M□□ □□ □□□L□D□D FROM □O□D□□TI□□ F□T□R□ □□SI□□SS □ IT□ T□□ ST□T□□

□□ □ □endor om□□dsman □as □een esta□lis□ed □it□in t□e Department of Finan□ial Ser□i□es□T□e d□ties of t□is indi□id□al in□□de a□tin□ as an ad□o□ate for □endors □□o ma□□e e□perien□in□ pro□lems in o□tainin□ timel□ pa□ments□from a state a□en□□□ T□e □endor Om□□dsman ma□□e □onta□ted at □□□□□□□□□□□□□□

I□ Re□ords of □osts in□□rred □nder terms of t□is □□reement s□all □e maintained and made a□aila□le □pon re□□est to t□e Department at all times d□rin□ t□e period of t□is □□reement and for t□ree □□□ □ears after final pa□ment for t□e □or□p□rs□ant to t□is □□reement is made□□opies of t□ese do□□ments and re□ords s□all □e f□nis□ed to t□e Department □pon re□□est□Re□ords of □osts in□□rred s□all in□□de t□e □endor□s □eneral a□□o□ntin□ re□ords and t□e pro□e□t re□ords□to□et□er □it□ s□pportin□ do□□ments and re□ords of t□e □endor and all s□□□ontra□tors performin□ □or□on t□e pro□e□t□and all ot□er re□ords of t□e □endor and s□□□ontra□tors □onsidered ne□essar□ □□t□e Department for a proper a□dit of pro□e□t □osts□

□□ T□e Department□d□rin□ an□fis□al □ear□s□all not e□pend mone□□in□□r an□lia□ilit□□or enter into an□

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□ontra□t □□i□□□□□its terms□in□ol□es t□e e□penditure of mone□in e□□ess of t□e amo□nts □□d□eted as a□aila□le for e□pendit□re d□rin□ s□□□ fis□al □ear□□n □ □ontra□t□□er□al or □ritten□made in □iolation of t□is s□□se□tion is n□ll and □oid□and no mone□ ma□□e paid on s□□□ □ontra□t□T□e Department s□all re□□ire a statement from t□e □omptroller of t□e Department t□at f□nds are a□aila□le prior to enterin□ into an□ s□□□ □ontra□t or ot□er □indin□ □ommitment of f□nds□□ot□in□ □erein □ontained s□all pre□ent t□e ma□in□ of □ontra□ts for periods e□□eedin□ one □□□□ear□□□t an□ □ontra□t so made s□all □e e□e□□tor□ onl□ for t□e □al□e of t□e ser□i□es to □e rendered or a□reed to □e paid for in s□□□eedin□ fis□al □ears□□□□ordin□l□□t□e Department□s performan□e and o□li□ation to pa□ □nder t□is □□reement is □ontin□ent □pon an ann□al appropriation □□t□e Le□islat□re□

□□ I□D□M□IT□ □□D P□□M□□T FOR □L□IMS

□□ I□D□M□IT□□To t□e e□tent permitted □□Florida La□ □t□e □endor s□all indemnif□ and □old □armless t□e Department□its offi□ers and emplo□ees from lia□ilities□dama□es□losses□and □osts□in□l□din□□□□t not limited to□reasona□le attorne□s fees□to t□e e□tent □a□sed □□ne□li□en□e□re□□lessness□or intentional □ron□f□l mis□ond□□t of t□e □endor and persons emplo□ed or □tili□ed □□t□e □endor in t□e performan□e of t□is □□reement□

It is spe□ifi□all□a□reed □et□een t□e parties e□e□□tin□ t□is □□reement t□at it is not intended □□an□of t□e pro□isions of an□part of t□e □□reement to □reate in t□e p□□li□or an□mem□er t□ereof□a t□ird part□ □enefi□iar□ □ere□nder□or to a□t□ori□e an□one not a part□to t□is □□reement to maintain a s□it for personal in□□ries or propert□dama□e p□rs□ant to t□e terms or pro□isions of t□is □□reement□

P□□M□□T FOR □L□IMS□T□e □endor □□arranties t□e pa□ment of all □□st □laims for materials□s□pplies□ tools□or la□or and ot□er □□st □laims a□ainst t□e □endor or an□s□□□ontra□tor□in □onne□tion □it□ t□e □□reement□T□e Department□s final a□□eptan□e and pa□ment does not release t□e □endor□s □ond □ntil all s□□□ □laims are paid or released□

□□ LI□□ILIT□ I□S□R□□□□□□Sele□t and □omplete as appropriate□□

☐ □o □eneral lia□ilit□ ins□ran□e is re□□ired□

☑ T□e □endor s□all □arr□and □eep in for□e d□rin□ t□e term of t□is □□reement□a □eneral lia□ilit□ ins□ran□e poli□□or poli□ies □it□ a □ompan□or □ompanies a□t□ori□ed to do □□siness in Florida□ affordin□ p□□li□ lia□ilit□ ins□ran□e □it□ a □om□ined □odil□in□r limits of at least □□□□□□□□□□□□□□ per person and □□□□□□□□□□□□□□ ea□□ o□□□rren□e□and propert□dama□e ins□ran□e of at least □□□□□□□□□□□□□□ ea□□ o□□□rren□e□for t□e ser□i□es to □e rendered in a□□ordan□e □it□ t□is □□reement

☐ T□e □endor s□all □a□e and maintain d□rin□ t□e term of t□is □□reement□a professional lia□ilit□ ins□ran□e poli□□or poli□ies or an irre□o□a□le letter of □redit esta□lis□ed p□rs□ant to □□apter □□□ and Se□tion □□□□□□□□Florida Stat□tes□□it□ a □ompan□or □ompanies a□t□ori□ed to do □□siness in t□e State of Florida□affordin□ lia□ilit□ □o□era□e for t□e professional ser□i□es to □e rendered in a□□ordan□e □it□ t□is □□reement in t□e amo□nt of □_____□

□□ □ OR□□RS□□OMP□□S□TIO□□T□e □endor s□all also □arr□and □eep in for□e □ or□ers□ □ompensation ins□ran□e as re□□ired for t□e State of Florida □nder t□e □ or□ers□□ompensation La□□

D□ P□RFORM□□□□ □□D P□□M□□T □O□D□□Sele□t as appropriate□□

☑ □o □ond is re□□ired□

☐ Prior to □ommen□ement of an□ ser□i□es p□rs□ant to t□is □□reement and at all times d□rin□ t□e term □ereof□in□l□din□ rene□als and e□tensions□t□e □endor □ill s□ppl□ to t□e Department and □eep in for□e a □ond pro□ided □□a s□ret□a□t□ori□ed to do □□siness in t□e State of Florida□pa□a□le to t□e Department and □onditioned for t□e prompt□fait□f□l□and effi□ient performan□e of t□is □□reement a□□ordin□ to t□e terms and □onditions □ereof and □it□in t□e time periods spe□ified □erein□and for t□e prompt pa□ment of all persons f□rnis□in□ la□or□materials□e□□ipment□and s□pplies t□erefor□

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□ it□ respe□t to an□ □eneral lia□ilit□ ins□ran□e poli□□ re□□ired p□rs□ant to t□is □□reement□all s□□□ poli□ies s□all □e iss□ed □□ □ompanies li□ensed to do □□siness in t□e State of Florida□T□e □endor s□all pro□ide to t□e Department □ertifi□ates s□o□in□ t□e re□□ired □o□era□e to □e in effe□t □it□ endorsements s□o□in□ t□e Department to □e an additional ins□red prior to □ommen□in□ an□ □or□ □nder t□is □ontra□t□ Poli□ies t□at in□l□de Self Ins□red Retention □SIR□□ill not □e a□□epted□T□e □ertifi□ates and poli□ies s□all pro□ide t□at in t□e e□ent of an□material □□an□e in or □an□ellation of t□e poli□ies refle□tin□ t□e re□□ired □o□era□e t□irt□da□s ad□an□e noti□e s□all □e □i□en to t□e Department or as pro□ided in a□□ordan□e □it□ Florida la□□

□□ □OMPLI□□□□ □ IT□ L□□ S

□□ T□e □endor s□all □ompl□ □it□ □□apter □□□□Florida Stat□tes□Spe□ifi□all□□t□e □endor s□all□

□□□ □eep and maintain p□□li□re□ords re□□ired □□t□e Department to perform t□e ser□i□e□

□□□ □pon re□□est from t□e Department□s □□stodian of p□□li□re□ords□pro□ide t□e Department □it□ a □op□ of t□e re□□ested re□ords or allo□ t□e re□ords to □e inspe□ted or □opied □it□in a reasona□le time at a □ost t□at does not e□□eed t□e □ost pro□ided in □□apter □□□□Florida Stat□tes□or as ot□er□ise pro□ided □□la□□

□□□ □ns□re t□at p□□li□re□ords t□at are e□empt or □onfidential and e□empt from p□□li□re□ords dis□los□re re□□irements are not dis□losed e□□ept as a□t□ori□ed □□la□ for t□e d□ration of t□e □□reement term and follo□in□ □ompletion of t□e □□reement if t□e □endor does not transfer t□e re□ords to t□e Department□

□□□ □pon □ompletion of t□e □□reement□transfer□at no □ost□to t□e Department□all p□□li□re□ords in possession of t□e □endor or □eep and maintain p□□li□re□ords re□□ired □□t□e Department to perform t□e ser□i□e□If t□e □endor transfers all p□□li□re□ords to t□e Department □pon □ompletion of t□e □□reement□t□e □endor s□all destro□an□d□pli□ate p□□li□re□ords t□at are e□empt or □onfidential and e□empt from p□□li□re□ords dis□los□re re□□irements□If t□e □endor □eeps and maintains p□□li□re□ords □pon □ompletion of t□e □□reement□t□e □endor s□all meet all appli□a□le re□□irements for retainin□ p□□li□re□ords□□ll re□ords stored ele□troni□all□m□st □e pro□ided to t□e Department□□pon re□□est from t□e Department□s □□stodian of p□□li□re□ords□in a format t□at is □ompati□le □it□ t□e information te□□nolo□□s□stems of t□e Department□

Fail□re □□t□e □endor to □ompl□ □it□ □□apter □□□□Florida Stat□tes□s□all □e □ro□nds for immediate □nilateral □an□ellation of t□is □□reement □□t□e Department□

## IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Distri□t □

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D□pr□□stodian□ dot□state□fL□□s
Florida Department of Transportation
Distri□t □ □Offi□e of □eneral □o□nsel
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□□ T□e □endor a□rees t□at it s□all ma□e no statements□press releases or p□□li□it□releases □on□ernin□ t□is □□reement or its s□□□e□t matter or ot□er□ise dis□□ss or permit to □e dis□losed or dis□□ssed an□ of t□e data or ot□er information o□tained or f□rnis□ed in □omplian□e □it□ t□is □□reement□or an□ parti□□lars t□ereof□d□rin□ t□e period of t□e □□reement□□it□o□t first notif□in□ t□e Department□s □ontra□t Mana□er and se□□rin□ prior □ritten □onsent□T□e □endor also a□rees t□at it s□all not p□□lis□□ □op□ri□□t□or patent an□of t□e data de□eloped □nder t□is □□reement□it □ein□ □nderstood t□at s□□□ data or information are □or□s made for □ire and t□e propert□of t□e Department□

□□ T□e □endor s□all □ompl□ □it□ all federal□state□and lo□al la□s and ordinan□es appli□a□le to t□e □or□ or pa□ment for □or□ t□ereof□and □ill not dis□riminate on t□e □ro□nds of ra□e□□olor□reli□ion□se□□ national ori□in□a□e□or disa□ilit□in t□e performan□e of □or□ □nder t□is □□reement□

D□ If t□e □endor is li□ensed □□t□e Department of □□siness and Professional Re□□lation to perform t□e ser□i□es □erein □ontra□ted□t□en Se□tion □□□□□□□□Florida Stat□tes□applies as follo□s□

□□□ If t□e Department □as □no□led□e or reason to □elie□e t□at an□person □as □iolated t□e pro□isions of state professional li□ensin□ la□s or r□les□it s□all s□□mit a □omplaint re□ardin□ t□e □iolations to t□e Department of □□siness and Professional Re□□lation□T□e □omplaint s□all □e □onfidential□

□□□ □n□person □□o is emplo□ed □□t□e Department and □□o is li□ensed □□t□e Department of □□siness and Professional Re□□lation and □□o□t□ro□□□ t□e □o□rse of t□e person□s emplo□ment□□as □no□led□e to □elie□e t□at an□person □as □iolated t□e pro□isions of state professional li□ensin□ la□s or r□les s□all s□□mit a □omplaint re□ardin□ t□e □iolations to t□e Department of □□siness and Professional Re□□lation□Fail□re to s□□mit a □omplaint a□o□t t□e □iolations ma□□e □ro□nds for dis□iplinar□a□tion p□rs□ant to □□apter □□□□Florida Stat□tes□ and t□e state li□ensin□ la□ appli□a□le to t□at li□ensee□ T□e □omplaint s□all □e □onfidential□

□□□ □n□□omplaints s□□mitted to t□e Department of □□siness and Professional Re□□lation are □onfidential and e□empt from Se□tion □□□□□□□□Florida Stat□tes□ p□rs□ant to □□apter □□□□Florida Stat□tes□and appli□a□le state la□□

□□ T□e □endor □o□enants and a□rees t□at it and its emplo□ees and a□ents s□all □e □o□nd □□t□e standards of □ond□□t pro□ided in appli□a□le la□ and appli□a□le r□les of t□e □oard of □□siness and Professional Re□□lation as t□e□relate to □or□performed □nder t□is □□reement□T□e □endor f□rt□er □o□enants and a□rees t□at □□en a former state emplo□ee is emplo□ed □□t□e □endor□t□e □endor s□all re□□ire t□at stri□t ad□eren□e □□t□e former state emplo□ee to Se□tions □□□□□□□□ and □□□□□□□□□□Florida Stat□tes□is a □ondition of emplo□ment for said former state emplo□ee□T□ese stat□tes □ill □□referen□e □e made a part of t□is □□reement as t□o□□□ set fort□ in f□ll□T□e □endor a□rees to in□orporate t□e pro□isions of t□is para□rap□ in an□s□□□ontra□t into □□i□□ it mi□□t enter □it□ referen□e to t□e □or□performed p□rs□ant to t□is □□reement□

F□ □ person or affiliate □□o □as □een pla□ed on t□e □on□i□ted □endor list follo□in□ a □on□i□tion for a p□□li□ entit□ □rime ma□not s□□mit a □id□proposal□or repl□on a □ontra□t to pro□ide an□ □oods or ser□i□es to a p□□li□ entit□□ma□not s□□mit a □id□proposal□or repl□on a □ontra□t □it□ a p□□li□ entit□for t□e □onstr□□tion or repair of a p□□li□ □□ildin□ or p□□li□ □or□□ma□not s□□mit □ids□proposals□or replies on leases of real propert□to a p□□li□ entit□□ma□not □e a□arded or perform □or□as a □ontra□tor□s□pplier□ s□□□ontra□tor□or □ons□ltant □nder a □ontra□t □it□ an□p□□li□ entit□□and ma□not transa□t □□siness □it□ an□p□□li□ entit□in e□□ess of t□e t□res□old amo□nt pro□ided in Se□tion □□□□□□□□□Florida Stat□tes□for □□T□□OR□ T□ O for a period of t□irt□si□ □□□□mont□s follo□in□ t□e date of □ein□pla□ed on t□e □on□i□ted □endor list□

□□ □n entit□or affiliate □□o □as □een pla□ed on t□e dis□riminator□ □endor list ma□not s□□mit a □id□ proposal□or repl□on a □ontra□t to pro□ide an□ □oods or ser□i□es to a p□□li□ entit□□ma□not s□□mit a □id□ proposal□or repl□on a □ontra□t □it□ a p□□li□ entit□for t□e □onstr□□tion or repair of a p□□li□ □□ildin□ or p□□li□ □or□□ma□not s□□mit □ids□proposals□or replies on leases of real propert□to a p□□li□ entit□□ma□ not □e a□arded or perform □or□as a □ontra□tor□s□pplier□s□□□ontra□tor□or □ons□ltant □nder a □ontra□t □it□ a p□□li□ entit□□and ma□not transa□t □□siness □it□ an□p□□li□ entit□□

□□ T□e Department s□all □onsider t□e emplo□ment □□an□ □endor of □na□t□ori□ed aliens a □iolation of Se□tion □□□□□e□of t□e Immi□ration and □ationalit□ □□t□If t□e □endor □no□in□□emplo□s □na□t□ori□ed aliens□s□□□ □iolation s□all □e □a□se for □nilateral □an□ellation of t□is a□reement□

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I□ T□e □endor a□rees to □ompl□ □it□ t□e Title □I □ondis□rimination □ontra□t Pro□isions□□ppendi□es □ and □□a□aila□le at □ttp□□□□□dot□state□fl□□s□pro□□rement□inde□s□tm □in□orporated □erein □□ referen□e and made a part of t□is □□reement□

□□ P□rs□ant to Se□tion □□□□□□□□□Florida Stat□tes□t□e □endor ma□ not e□pend an□ State f□nds for t□e p□rpose of lo□□□in□ t□e Le□islat□re□t□e □□di□ial □ran□□□or a state a□en□□□

□□ □n□intelle□t□al propert□ de□eloped as a res□lt of t□is □□reement □ill □elon□ to and □e t□e sole propert□ of t□e State□ T□is pro□ision □ill s□r□i□e t□e termination or e□piration of t□e □□reement□

L□ T□e □endor a□rees to □ompl□ □it□ s□□□□□□□□□□□Florida Stat□tes□and to in□orporate in all s□□□ontra□ts t□e o□li□ation to □ompl□ □it□ s□□□□□□□□□□□Florida Stat□tes□

## □□ T□RMI□□TIO□ □□D D□F□□LT

□□ T□is □□reement ma□ □e □an□eled □□ t□e Department in □□ole or in part at an□ time t□e interest of t□e Department re□□ires s□□□ termination□T□e Department reser□es t□e ri□□t to terminate or □an□el t□is □□reement in t□e e□ent an assi□nment □e made for t□e □enefit of □reditors□

□□ If t□e Department determines t□at t□e performan□e of t□e □endor is not satisfa□tor□□t□e Department s□all □a□e t□e option of □a□immediatel□terminatin□ t□e □□reement□or □□□notif□in□ t□e □endor of t□e defi□ien□□ □it□ a re□□irement t□at t□e defi□ien□□ □e □orre□ted □it□in a spe□ified time□ot□er□ise t□e □□reement □ill □e terminated at t□e end of s□□□ time□or □□□ta□in□ □□ate□er a□tion is deemed appropriate □□t□e Department□

□□ If t□e Department re□□ires termination of t□e □□reement for reasons ot□er t□an □nsatisfa□tor□ performan□e of t□e □endor□t□e Department s□all notif□ t□e □endor of s□□□ termination□□it□ instr□□tions as to t□e effe□ti□e date of termination or spe□if□ t□e sta□e of □or□at □□i□□ t□e □□reement is to □e terminated□

D□ If t□e □□reement is terminated □efore performan□e is □ompleted□t□e □endor s□all □e paid onl□ for t□at □or□ satisfa□toril□performed for □□i□□ □osts □an □e s□□stantiated□S□□□ pa□ment□□o□e□er□ma□ not e□□eed an amo□nt □□i□□ is t□e same per□enta□e of t□e a□reement pri□e as t□e amo□nt of □or□ satisfa□toril□ □ompleted is a per□enta□e of t□e total □or□ □alled for □□ t□is □□reement□□ll □or□ in pro□ress s□all □e□ome t□e propert□ of t□e Department and s□all □e t□rned o□er promptl□ □□t□e □endor□

□□ □ □endor is ineli□i□le to enter into a □ontra□t □it□ t□e Department for □oods or ser□i□es of an□amo□nt if□at t□e time of enterin□ into s□□□ □ontra□t□t□e □endor is on t□e S□r□tini□ed □ompanies t□at □o□□ott Israel List□□reated p□rs□ant to Se□tion □□□□□□□□□Florida Stat□tes□or is en□a□ed in a □o□□ott of Israel□ Se□tion □□□□□□□□Florida Stat□tes□also pro□i□its □ompanies from enterin□ into a □ontra□t for □oods or ser□i□es of □□ million or more t□at are on ei□er t□e S□r□tini□ed □ompanies □it□ □□ti□ities in S□dan List or t□e S□r□tini□ed □ompanies □it□ □□ti□ities in t□e Iran Petrole□m □ner□□Se□tor Lists □□i□□ □ere □reated p□rs□ant to s□□□□□□□□□Florida Stat□tes□ If t□e Department determines t□e □endor s□□mitted a false □ertifi□ation □nder Se□tion □□□□□□□ of t□e Florida Stat□tes□t□e Department s□all ei□er terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false □ertifi□ation □as in error p□rs□ant to Se□tion □□□□□□□ of t□e Florida Stat□tes□or maintain t□e □ontra□t if t□e □onditions of Se□tion □□□□□□□ of t□e Florida Stat□tes are met□

## □□ □SSI□□M□□T □□D S□□□O□TR□□TS

□□ T□e □endor s□all maintain an ade□□ate and □ompetent staff so as to ena□le t□e □endor to timel□ perform □nder t□is □□reement and ma□ asso□iate □it□ it s□□□ s□□□ontra□tors□for t□e p□rpose of its ser□i□es □ere□nder□□it□o□t additional □ost to t□e Department□ot□er t□an t□ose □osts □it□in t□e limits and terms of t□is □□reement□ T□e □endor is f□ll□responsi□le for satisfa□tor□ □ompletion of all s□□□ontra□ted □or□□□T□e □endor□□o□e□er□s□all not s□□let□assi□n□or transfer an□ □□or□ □nder t□is □□reement to ot□er t□an s□□□ontra□tors spe□ified in t□e proposal□□id□and□or □□reement □it□o□t t□e □ritten □onsent of t□e Department□

□□ Sele□t t□e appropriate □o□□

☑

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T□e follo□in□ pro□ision is not appli□a□le to t□is □□reement□

☐ T□e follo□in□ pro□ision is □ere□□ in□orporated in and made a part of t□is □□reement□

☐ It is e□pressl□ □nderstood and a□reed t□at an□arti□les t□at are t□e s□□□e□t of□or re□□ired to □arr□ o□t t□is □□reement s□all □e p□r□□ased from a nonprofit a□en□□ for t□e □lind or for t□e se□erel□ □andi□apped t□at is □□alified p□rs□ant to □□apter □□□□ Florida Stat□tes in t□e same manner and □nder t□e same pro□ed□res set fort□ in Se□tion □□□□□□□□□□ and □□□□ Florida Stat□tes and for p□rposes of t□is □□reement t□e person□firm□or ot□er □□siness entit□ □□endor□□arr□in□ o□t t□e pro□isions of t□is □□reement s□all □e deemed to □e s□□stit□ted for t□e state a□en□□ □Department□ insofar as dealin□s □it□ s□□□ □□alified nonprofit a□en□□ are □on□erned□R□SP□□T of Florida pro□ides □o□ernmental a□en□ies □it□in t□e State of Florida □it□ □□alit□ prod□□ts and ser□i□es prod□□ed □□persons □it□ disa□ilities□□□aila□le pri□in□□prod□□ts□and deli□er□s□□ed□les ma□□e o□tained □□ □onta□tin□□

R□SP□□T
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**To: Danielle.Rose@dot.state.fl.us**

# FLORIDA DEPARTMENT OF TRANSPORTATION
# FUNDS APPROVAL

**BE638**

**8/8/2018**

## CONTRACT INFORMATION

| | |
|---|---|
| **Contract:** | BE638 |
| **Contract Type:** | B1 - OTHER CONTRACTUAL SERVICE (OTHER CS) |
| **Method of Procurement:** | B - REQUEST FOR PROPOSAL (287.057,F.S.) |
| **Vendor Name:** | TRANSCORE HOLDINGS, INC. |
| **Vendor ID:** | F943198006007 |
| **Beginning Date of This Agreement:** | 09/01/2018 |
| **Ending Date of This Agreement:** | 08/31/2023 |
| **Contract Total/Budgetary Ceiling:** | ct = $8,955,823.00 |
| **Description:** | District-Wide Intelligent Trabnsportation Systems (ITS) Maintenance Services for District One |

## FUNDS APPROVAL INFORMATION

**FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 8/8/2018**

| | |
|---|---|
| Action: | Original |
| Reviewed or Approved: | APPROVED |
| Organization Code: | 55014060162 |
| Expansion Option: | A3 |
| Object Code: | 242059 |
| Amount: | $1,555,823.00 |
| Financial Project: | 43265217201 |
| Work Activity (FCT): | 400 |
| CFDA: | |
| Fiscal Year: | 2019 |
| Budget Entity: | 55150200 |
| Category/Category Year: | 088712/19 |
| Amendment ID: | O001 |
| Sequence: | 00 |
| User Assigned ID: | |
| Enc Line (6s)/Status: | 0001/04 |

**Total Amount: $1,555,823.00**

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**To: Danielle.Rose@dot.state.fl.us**

# FLORIDA DEPARTMENT OF TRANSPORTATION
# FUNDS APPROVAL

**BE638**

**8/8/2018**

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## FUNDS APPROVAL INFORMATION

**FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 8/8/2018**

| Action: | Future Year | Future Year | Future Year | Future Year | Future Year |
|---|---|---|---|---|---|
| Reviewed or Approved: | *REVIEWED | *REVIEWED | *REVIEWED | *REVIEWED | *REVIEWED |
| Organization Code: | 55014060162 | 55014060162 | 55014060162 | 55014060162 | 55014060162 |
| Expansion Option: | A3 | A3 | A3 | A3 | A3 |
| Object Code: | 242059 | 242059 | 242059 | 242059 | 131512 |
| Amount: | $1,400,000.00 | $1,400,000.00 | $1,400,000.00 | $1,200,000.00 | $500,000.00 |
| Financial Project: | 43265217201 | 43265217201 | 43265217201 | 43265217201 | 41971433201 |
| Work Activity (FCT): | 400 | 400 | 400 | 400 | 011 |
| CFDA: | | | | | |
| Fiscal Year: | 2020 | 2021 | 2022 | 2023 | 2020 |
| Budget Entity: | 55150200 | 55150200 | 55150200 | 55150200 | 55150200 |
| Category/Category Year: | 088712/20 | 088712/21 | 088712/22 | 088712/23 | 088849/20 |
| Amendment ID: | A001 | A001 | A001 | A001 | A001 |
| Sequence: | 00 | 01 | 02 | 03 | 04 |
| User Assigned ID: | | | | | |
| Enc Line (6s)/Status: | /04 | /04 | /04 | /04 | /04 |

**To: Danielle.Rose@dot.state.fl.us**

## FUNDS APPROVAL INFORMATION

### FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 8/8/2018

| Action: | Future Year | Future Year | Future Year |
|---|---|---|---|
| Reviewed or Approved: | *REVIEWED | *REVIEWED | *REVIEWED |
| Organization Code: | 55014060162 | 55014060162 | 55014060162 |
| Expansion Option: | A3 | A3 | A3 |
| Object Code: | 131512 | 131512 | 131512 |
| Amount: | $500,000.00 | $500,000.00 | $500,000.00 |
| Financial Project: | 41971433201 | 41971433201 | 41971433201 |
| Work Activity (FCT): | 011 | 011 | 011 |
| CFDA: | | | |
| Fiscal Year: | 2021 | 2022 | 2023 |
| Budget Entity: | 55150200 | 55150200 | 55150200 |
| Category/Category Year: | 088849/21 | 088849/22 | 088849/23 |
| Amendment ID: | A001 | A001 | A001 |
| Sequence: | 05 | 06 | 07 |
| User Assigned ID: | | | |
| Enc Line (6s)/Status: | /04 | /04 | /04 |

**Total Amount: $7,400,000.00**

***Reviewed Funds Approval and encumbrance processing is contingent upon Annual Legislative appropriation.**

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State of Florida

Department of Transportation

DISTRICT ONE

# EXHIBIT "A"
# Scope of Services

## District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One

| |
|---|
| Financial Project Number: [illegible] |
| Proposal/Contract Number: RFP-DOT-[illegible]DR |

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# EXHIBIT A - SCOPE OF SERVICES

## 1 OBJECTIVE

The Florida Department of Transportation District One Intelligent Transportation Systems (ITS) Section, hereafter known as the Department, requires maintenance services by an ITS Device Maintenance firm, hereafter known as the Contractor, for ITS devices and infrastructure hereafter known as the System, located in the counties of Collier, Lee, Charlotte, Sarasota, Manatee, Okeechobee, Glades, Hardee, Hendry, Highlands, DeSoto, and Polk. The primary area of responsibility under this contract will be for interstate ITS devices in District One on I-75 from the Collier/Broward County Line north to the I-275 interchange in Manatee County; however, the Contractor may be asked to provide maintenance services for any device in the System located on any roadway within District One. Currently, the cities and counties operate and maintain the arterial roadway ITS devices.

The System (mainly along the interstate) uses a State-owned version of software known as SunGuide to interface between the Regional Traffic Management Center (RTMC) and ITS field devices.

Department ITS operations are managed from two RTMCs: The Southwest Interagency Facility for Transportation (SWIFT Center) located at 10041 Daniels Parkway, Fort Myers and the Satellite Transportation Management Center (STMC) located at 2101 47$^{th}$ Terrace East, Bradenton, both hereafter known as SunGuide RTMC.

The Contractor shall provide the ITS maintenance services as described in the Contract documents, 24 hours a day, 7 days a week and year-round for the term of the Contract. This System consists of, but is not limited to, the following:

The following list is not intended to be all-inclusive, but should frame the general nature of devices and infrastructure that the Contractor may be expected to maintain. This might include items such as traffic signal controllers and other arterial system equipment. There may be other forces, including in-house staff, other maintaining agencies, or other contractors, who are authorized to perform similar services within the coverage area of this Contract. Standard practice and requirements for coordination of contractor activities, such as those within the Department's *Standard Specifications for Road and Bridge Construction*, are applicable in such cases.

- Traffic control signal and ITS device lightning protection, grounding and surge suppression,
- Conduit,
- Communications cable,
- Electrical conductor cable,

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- Pull, splice, and junction boxes,
- Electrical power service assemblies,
- Pre-stressed concrete, steel and aluminum poles,
- Vehicular signal assemblies,
- Vehicle detection system (VDS) assemblies,
- Traffic controller assemblies,
- Equipment cabinets,
- Ramp metering assemblies,
- Video equipment including closed-circuit television (CCTV) cameras, video encoders/decoders, and video wall components,
- Network devices including aggregation/distribution, edge switches, terminal servers, Ethernet extenders, and media converters,
- Highway signing, including dynamic message signs (DMS) and electronic display signs as well as portable and arterial signs and their supports including structures,
- Camera lowering device (CLD) systems,
- Road weather information systems (RWIS)
- Highway advisor radios (HAR) / beacons assemblies,
- Wireless communication devices,
- Leased line communications,
- Portable and permanent emergency power generators,
- Uninterruptable power supplies (UPS) and power distribution units (PDU),
- Adaptive signal control technology (ASCT) system,
- Communications hubs and equipment shelters,
- Environmental conditioning equipment, and
- Hardware, software, and firmware related to ITS equipment and other traffic control devices.

The System described in this Scope of Services shall cover all existing and future ITS elements within the geographic coverage area and term defined in this agreement, hereafter known as the Contract. This is a performance based contract where the Contractor's compliance with this Scope of Services is evaluated periodically during the term of the Contract.

## 1.1 Item Additions and Deletions

During the Contract period and any renewal periods, the Department shall have the right to add or delete Items (services and/or commodities) from this Contract. Any new Items added shall be at the requirements, specifications, terms, and conditions stated herein or as later stipulated by the Department, and at mutually agreed pricing accepted, in writing, by

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both the Contractor and the Department. Items may be removed at the sole discretion of the Department, per the requirements, terms, and conditions herein and/or as permitted by Florida Statutes or Florida Administrative Code.

Due to the changing dynamics within any ITS, the Contractor will be able, upon written authorization by the Department's Project Manager and upon supplemental agreement to the Contract as to compensation and time, to perform additional services pertaining to the support and/or maintenance of the ITS field devices and infrastructure not otherwise identified in this Contract as may be required by the Department.

## 2 KEY TO ACRONYMS, ABBREVIATIONS AND DEFINITIONS

APL – Approved Products List

ASCT – Adaptive Signal Control Technology

CADD – Computer-Aided Design and Drafting

CCTV – Closed-Circuit Television

DMS – Dynamic Message Signs

FDLE – Florida Department of Law Enforcement

FOC – Fiber Optic Cable

HAR – Highway Advisory Radio

IT – Information Technology

ITS – Intelligent Transportation Systems

ITSFM – ITS Facility Management

MOT – Maintenance of Traffic

NMS – Network Monitoring System

NTP – Notice to Proceed

OEM – Original Equipment Manufacturer

OSHA – Occupational Safety and Health Administration

OTDR – Optical Time Domain Reflectometer

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RMA – Return Material/Merchandise Authorization

RTMC – Regional Transportation Management Center

RWIS – Road Weather Information System

SOG – Standard Operating Guideline

SOP – Standard Operating Procedure

SOS – Scope of Services

SUE – Subsurface Utility Engineering

TMC – Transportation Management Center

TWO – Task Work Order

UPS – Uninterruptable power supplies

US – United States

VDS – Vehicle Detection System (includes all types of detection including Microwave Vehicle Detection System (MVDS)

Letter of Authorization (LOA) or Task Work Order (TWO) - A letter of authorization or task work order issued by the Department or the Department's Project Manager (or his/her designee) authorizing the Contractor to commence work on a specific task in accordance with the contractual services being performed/provided by the Contractor as described in the Contract. Completion due dates and fees are specified in the LOA/TWO.

Notice to Proceed - A letter issued by the Contractual Services Office or the Department's Project Manager (or his/her designee) authorizing the start of the Contract. There shall be one Notice to Proceed issued for the initial Contract. For any additional work that may be added to the initial Contract by Supplemental Agreement, an additional Notice to Proceed shall be issued.

Per Intersection – Per intersection includes all ASCT devices, equipment, components, etc. for the operations of a complete ASCT system at a signalized intersection. For example, at an ASCT signalized intersection, all video detection equipment for all approaches and all adaptive signal control equipment shall be collectively referred to as per intersection when the term Per Intersection is used.

Per Site – Per Site includes all ITS devices, equipment, components, etc. for the operations of a complete ITS site. For example, at a Road Weather Information System (RWIS) site,

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all sensors, remote processing units, cabling, ITS cabinets, and all devices inside the cabinets including Ethernet switches and UPS shall be collectively referred to as per site when the term Per Site is used.

Per Unit – Per Unit includes only specific ITS devices, equipment, components, etc. For example, if multiple VDS units and/or cameras are collocated on one pole, then each VDS unit/camera shall be separately referred to as per unit when the term Per Unit is used.

# 3 USE OF APPROVED PRODUCTS

The Contractor shall follow the Department's latest *Standard Specifications for Road and Bridge Construction*. The Contractor shall review the Department's *Approved Product List* (*APL*) for devices required as part of the work and must utilize approved products. All devices furnished by the Contractor shall be new and unused.

# 4 SERVICES TO BE PROVIDED

## 4.1 Overview of Maintenance Services Required

The objective of services required under this Contract is to ensure continuous 24 hours a day, 7 days a week, year-round system operation and functionality of all components of the System. The Department will assign a Project Manager responsible for oversight of this Contract and assignment of tasks to the Contractor. References to the Department or the Department's Project Manager within this scope include the Department's Project Manager or designees.

The Contractor will be evaluated periodically based on performance evaluation criteria specified in this Contract. The Contractor will be required to perform new device and infrastructure installations and replacement equipment installations as needed and as requested by the Department; all System support, including but not limited to scheduled, preventive maintenance; and failed or destroyed component replacement. All services shall be performed on a LOA/TWO system as directed by the Department's Project Manager.

The Contractor shall be on-call 24 hours a day, 7 days a week, year-round for the duration of the Contract to respond to emergency repair and/or replacement work, including but not limited to hurricane watches and warnings. If a State of Emergency is declared by the Governor of Florida, the Contractor may be called upon to provide repair and replacement services associated with disaster recovery. The Contractor shall provide the Department's Project Manager with a list of telephone numbers that will be answered at all times by the Contractor's personnel. The Contractor shall maintain staffing levels required by this Scope of Services document at all times to ensure services required by the Scope of Services document and appendices under this Contract are met.

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Throughout the term of this Contract, the Department's Project Manager will conduct reviews of the Contractor's work and daily operations. The Contractor shall cooperate and assist the Department's Project Manager throughout the review process.

### 4.1.1 Applicable Specifications and Standards

All work shall be prepared using English units in accordance with the latest editions of standards and requirements utilized by the Department, which include, but are not limited to, publications such as:

- 29 Code of Federal Regulations (CFR), Part 1910.1101 – Asbestos Standard for Industry, U.S. Occupational Safety and Health Administration (OSHA)
- 29 CFR, Part 1926, 1101 – Asbestos Standard for Construction, OSHA
- 40 CFR, Part 61, Subpart M - National Emission Standard for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA)
- 40 CFR, Part 763, Subpart E – Asbestos-Containing Materials in Schools, EPA
- 40 CFR, Part 763, Subpart G – Asbestos Worker Protection, EPA
- Americans with Disabilities Act Accessibility Guidelines
- CADD (Computer-Aided Design and Drafting) Manual
- CADD Production Criteria Handbook
- Ch. 469, F.S. – Asbestos Abatement, Florida Department of Business and Professional Regulation
- Ch. 62257, Florida Administrative Code – Asbestos Program, Florida Department of Environmental Protection
- Code of Federal Regulations
- Florida Administrative Codes
- Florida Department of Business & Professional Regulations Rules
- Florida Department of Environmental Protection Rules
- Florida Department of Transportation Basis of Estimates Manual
- Florida Department of Transportation Design Standards (to be updated to the Standard Plans in Fiscal Year 2018/2019)
- Florida Department of Transportation Instructions for Structures Related Design Standards
- Florida Department of Transportation Materials Manual
- Florida Department of Transportation Design Manual (formerly Plans Preparation Manual)
- Florida Department of Transportation Standard Specifications for Road and Bridge Construction
- Florida Statutes
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Manual on Uniform Traffic Control Devices, Federal Highway Administration

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- Standard Highway Signs Manual, Federal Highway Administration
- Florida Department of Transportation Traffic Engineering Manual
- National Electrical Safety Code
- National Electrical Code
- Florida Department of Transportation Structures Manual
- Florida Department of Transportation Structures Design Office Temporary Design Bulletins (available on Florida Department of Transportation Structures web site only)
- Florida Department of Transportation Preferred Details (available on Florida Department of Transportation Structures web site only)

The Contractor shall reference the latest version of documents as approved by the Department.

### 4.1.2 Scheduled Preventive Maintenance

Typical scheduled preventive maintenance (PM) includes system inspection and other activities recommended by equipment manufacturers to be performed at periodic intervals. During the term of the Contract, the Contractor shall develop periodic maintenance intervals and activities and shall perform scheduled, periodic preventive maintenance based upon the District One ITS Maintenance Procedures Handbook document and manufacturer recommendations as approved by the Department's Project Manager. Scheduled preventive maintenance also includes periodic inspections and cleaning as well as documentation of these actions. The Department has provided preventive maintenance checklists as part of the ITS Maintenance Procedures Handbook to ensure that consistent and comprehensive maintenance activities are executed correctly and documented by the Contractor. As part of the ITS Maintenance Procedures Handbook document update, the Contractor shall update the preventive maintenance checklists and submit them for Department's review and approval. The Contractor shall follow the most up to date version of the Department's preventive maintenance checklists in performing the preventive maintenance services. At a minimum, the Contractor shall be responsible for performing adequate preventive maintenance services as per manufacturer's recommendation and to ensure that the manufacturer warranties remain valid.

Scheduled preventive maintenance may include, but is not limited to:

1. General cleaning and dust removal from equipment, cabinets, and enclosures, including air filter replacement as well as general operational checks such as operational checks of fans and other system components;

2. Cleaning of CCTV camera housing, including application of rain repellent, re-pressurization, and video feed quality verification;

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3. Checking door locks (Cyber Keys if equipped), entry detection sensors, and lubricating locks and other mechanisms;

4. Visually inspecting devices, cabinets, and enclosure exteriors, and checking for corrosion, punctures, graffiti, and vandalism;

5. Ensuring that cabinet labels and other equipment identification is affixed properly to equipment and clearly visible.

6. Visually inspecting equipment status light-emitting diodes, light fixtures, light bulbs and wiring;

7. Physical testing and inspection of grounding system, surge protective devices, connections, and cable assemblies;

8. Inspecting UPS functionality by simulating power failure at a disconnect, inspecting UPS batteries for corrosion and/or swelling and battery replacement when necessary;

9. Cleaning and removal of debris;

10. Pest control, including placement of barriers to prevent rodent entry;

11. Ensuring that cabinet documentation is available within the cabinet, such as in a clear document holder or within a document drawer, and that it provides comprehensive and accurate information, including wiring diagrams, service log, and other equipment information;

12. Providing weed and grass control around devices and technician pads;

13. Performing generator inspection (including fluids) testing, and checking fuel level;

14. Cleaning solar panels and batteries;

15. Checking antennas and mounting hardware for structural integrity and alignment; and

16. Adjusting and calibrating vehicle detection systems, including, but not limited to:

    a. Inductive loop detection systems

    b. Microwave vehicle detection systems

    c. Video vehicle detections systems

    d. Wireless magnetometer detection systems

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e. Automatic vehicle identification systems

The Contractor shall provide Preventive Maintenance services during off-peak hours on weekdays, typically from 10:00 AM to 3:00 PM or 8:00 PM to 5:00 AM, and weekends when the preventive maintenance activities involves MOT/lane closures or equipment downtime for the term of the Contract. Based on the location of an ITS device, the actual peak hours may vary and the Contractor needs to coordinate with the Department and modify the above times for performing Preventive Maintenance services. The Department may change or extend these hours at its discretion. For all other instances, the Contractor may choose to perform the Preventive Maintenance services at any time.

The Contractor shall contact the SunGuide RTMC Operations staff to report any downtime prior to performing the preventive maintenance at the field site. Field technicians shall take all essential parts, and tools necessary to perform the preventive maintenance, and repair any minor deficiencies observed at the site. Minor deficiencies include but not limited to, a device cable being unplugged, tripped circuit breaker, loose connector, etc. Such deficiencies shall be corrected as part of the preventive maintenance services. For all major deficiencies such as, but not limited to, a non-functional device site with damaged equipment, components exposed to weather, exposed power cabling, or items constituting a safety hazard such as structural damages, the Contractor shall work with Department's Project Manager (or his/her designee) for work authorization to rectify those issues. For all infrastructure deficiencies identified during the Preventive Maintenance services, regardless of major or minor, the Contractor shall report to the Department within 24 hours in writing and include it as part of the Monthly Preventive Maintenance Report.

#### 4.1.2.1 Assignment of Preventive Maintenance Work

The Department shall assign the preventive maintenance services work to the Contractor using a Work Order based on fixed fee costs (unit total cost) as identified in the Exhibit "C" Contract Price Proposal. Before performing any Preventive Maintenance services, the Contractor shall prepare and submit to the Department's Project Manager (or his/her designee) for review and approval, a detailed Preventive Maintenance Plan on an annual basis.

#### 4.1.2.2 Preventive Maintenance Plan

The Preventive Maintenance Plan **(official deliverable)** developed by the ITS Maintenance Contractor shall include detailed preventive maintenance procedures along with checklists of the preventive maintenance tasks to be performed for all ITS devices deployed in the District. The plan shall include an annual time schedule of all preventive maintenance activities scheduled and periodic interval of each activity for each device during the fiscal year. The Preventive Maintenance Plan shall include at a minimum, all preventive

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maintenance procedures described in this Scope of Services and the District One ITS Maintenance Procedure Handbook document including checklists. The Preventive Maintenance Plan shall be printed and bound, per system and per corridor, sorted by device ID in ascending order. The initial Preventive Maintenance Plan shall be submitted to the Department's Project Manager for approval at the end of the Transition Plan and shall be continuously updated as needed throughout the year to reflect any and all changes to the Plan with an official annual update that is final approved by the Department by June 15 of each year. For ensuring that the Preventive Maintenance Plan is finalized and approved by the Department by June 15 of each year, the Contractor shall submit a draft report to the Department for review and comments by May 1 of each year.

#### 4.1.2.3 Monthly Preventive Maintenance Schedule

The Contractor shall prepare and submit a Monthly Preventive Maintenance Schedule **(official deliverable)** as part of the Monthly Status Report to the Department for review and approval. The Monthly Preventive Maintenance Schedule shall be submitted at least 2 business days prior to the Monthly Contract Meeting. The Monthly Preventive Maintenance Schedule shall be printed and bound, per system and per corridor, sorted by device ID in ascending order and delivered to the Department. The Monthly Preventive Maintenance Schedule shall describe all scheduled Preventive Maintenance activities for the upcoming month. For any deviations from the schedule, the Contractor shall request approval from the Department. In addition to the schedule, the Contractor shall coordinate with the SunGuide RTMC Operations staff prior to performing the actual preventive maintenance work at least 72 hours but, not more than 7 calendar days in advance of any scheduled maintenance work. The Department shall reserve the right to request the Contractor reschedule the dates if the SunGuide RTMC Operations is utilizing a device site scheduled for Preventive Maintenance services. Should this happen, the Contractor shall reschedule the preventive maintenance services for another day. The Contractor shall notify the RTMC Operations from the field at the time of performing the preventive maintenance activities which may result in equipment being offline. Based on the preventive maintenance schedule, the ITS Maintenance Contractor shall identify all Maintenance of Traffic (MOT) and lane closure requirements necessary to perform preventive maintenance services on the selected devices and submit the necessary information for approval as detailed in MOT Requirements section of this Scope of Services document. The Monthly Preventive Maintenance Schedule shall at a minimum include:

- Proposed dates of Preventive Maintenance visits;
- Proposed locations of site visits;
- Device ID number;
- MOT applicability;

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- Other items as requested by the Department.

#### 4.1.2.4 Monthly Preventive Maintenance Report

The Contractor shall prepare and submit a Monthly Preventive Maintenance Report **(official deliverable)** as part of the Monthly Status Report to the Department for review and approval. The Preventive Maintenance Report shall include the details of the preventive maintenance activities performed at each device site, completed checklists, listing of all parts or materials used, and any database reports. The Monthly Preventive Maintenance Report shall be printed and bound, per system and per corridor, sorted by device ID in ascending order and delivered to the Department. The Monthly Preventive Maintenance Report shall be submitted to the Department's Project Manager (or his/her designee) on a monthly basis at least 2 business days prior to the Monthly Contract Meeting. The Monthly Preventive Maintenance Report shall include all field observations gathered, all items checked, verified and repairs made during each Preventive Maintenance visit. The Contractor shall take pictures before and after each Preventive Maintenance visit and include the pictures in the Monthly Preventive Maintenance Report. Each picture shall be clear and in focus and shall include a timestamp showing the date and time when the picture was taken.

#### 4.1.2.5 Compensation for Preventive Maintenance Services

The Department shall compensate the Contractor based on fixed fee (unit total cost) at the amounts established under Exhibit "C", Contract Price Proposal. Below are the work descriptions for some of the various items but not necessarily all listed under this work category.

CCTV Camera System: The CCTV camera system preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the CCTV camera site. This includes but is not limited to, CCTV camera, camera lowering device, camera pole, mounting brackets, associated cabinet, communications and network equipment, power equipment, grounding, lightning protection, surge protection devices, cables, UPS and batteries, PDU and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

Dynamic Message Sign (DMS) System: The DMS preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the DMS site. This includes but is not limited to, using a bucket truck to service DMS panel, DMS controller, mounting brackets, associated cabinet, communications and network equipment, power equipment, grounding, lightning protection, surge protection devices, cables, UPS and batteries, PDU and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

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Microwave Vehicle Detection System (MVDS): The MVDS preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the MVDS site including **full lane by lane calibration as per the latest District One's MVDS calibration procedures as referenced in the ITS Maintenance Process and Procedures Handbook**. This includes but is not limited to, the detector unit, detector pole, mounting brackets, associated junction box/cabinet, communications and network equipment, power equipment, grounding, lightning protection, surge protection devices, cables, UPS and batteries, PDU and other ancillary equipment, and pest control. For locations where a MVDS unit is collocated with other ITS components like a CCTV camera, DMS Sign structure etc., the Contractor shall be compensated separately for each device. For locations with multiple MVDS units, the Contractor shall be compensated separately for each unit serviced. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

Communications Hub Building: The communications hub building preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the hub building site. This includes but is not limited to, hub building, AC units, generator units, fuel tanks, UPS and batteries, PDU, communications and network equipment, power equipment, grounding, lightning protection, surge protection devices, cables, and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

Ramp Metering System: The Ramp Metering System preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the Ramp Metering site, and the corresponding advisory sign flashing beacon sites. This includes but is not limited to, all ramp signals (pole and heads), detection system supporting the ramp signal operations (typically inductive loops and magnetometer technology equipment), supporting flashing beacon assemblies, cameras located on top of the signal heads (if applicable), cables, associated cabinet, controller, communications and network equipment, power equipment, grounding, lightning protection, surge protection devices, cables, UPS and batteries, PDU and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost). The mainline MVDS that are integrated with the Ramp Metering System shall be paid separately using the MVDS preventive maintenance pay item.

Speed Check Sign: The speed check sign preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the speed check sign site. This includes but is not limited to, sign, speed detectors, electronic display panel, controller, associated cabinet, communications and network equipment, power equipment, solar panel assembly and batteries, UPS and batteries, PDU, grounding, lightning protection, surge protection devices, cables, and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

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Inductive Loops Detection System: The inductive loops detection system preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the inductive loops site. This pay item is for inductive loops sites that are not part of the ramp signalling system. This includes but is not limited to, all loops, controller, cables, associated cabinet, UPS and batteries, PDU, communications and network equipment, power equipment, grounding, lightning protection, surge protection devices, cables, and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

Magnetic (Magnetometer) Traffic Detection System: The magnetic traffic detection system preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the site. This pay item is for sites that are not part of the Ramp Metering System. This includes but is not limited to, all detector units at the site, pole, wireless equipment, mounting brackets, associated junction box/cabinet, UPS and batteries, PDU, communications and network equipment, power equipment, grounding, lighting protection, surge protection devices, cables, and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

Highway Advisory Radio (HAR) System: The HAR preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the HAR transmitter site and the corresponding HAR advisory signs/beacons. This includes but is not limited to, transmitter, pole, flashing beacon assemblies, solar panel assembly and batteries (if applicable), associated cabinet, UPS and batteries, PDU, communications and network equipment, power equipment, grounding, lightning protection, surge protection devices, cables, and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

Flashing Beacon System: The flashing beacon system preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the flashing beacon sites. This includes but is not limited to, static sign, flashing beacon assembly, pole, controller, mounting brackets, associated cabinet, communications and network equipment, power equipment, solar panel assembly and batteries, grounding, lightning protection, surge protection devices, cables, and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

Portable Generators: The portable generators preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be performed to the portable generators such as replenishing the fuel, oil, filters, and other system components, and running the generator to ensure proper operation.

Permanent Mount Generators: The permanent mount generators preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be performed to

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the permanent mount generators such as replenishing the fuel, oil, filters, and other system components, and running the generator to ensure proper operation, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

Road Weather Information System: The RWIS preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the RWIS site. This includes but is not limited to, cleaning and inspecting all sensors for proper operation, mounting brackets, associated cabinet, communications and network equipment, power equipment, grounding, lightning protection, surge protection devices, cables, UPS and batteries (if applicable), PDU and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

Adaptive Signal Control Technology (ASCT) system: The ASCT system preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at each signalized intersection. This includes but is not limited to, video detection cameras, all ASCT equipment, associated communications and network equipment, power equipment, grounding, lightning protection, surge protection devices, cables, and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

### 4.1.3 Diagnostic and Troubleshooting Services

Non-scheduled maintenance includes reactive maintenance, replacements, repairs, and diagnostic work necessary to correct deficiencies and keep the System operational. The Contractor shall provide diagnostic and troubleshooting services when equipment is inoperable and field troubleshooting is needed to identify the problem. The Contractor must document troubleshooting and repair activities and services performed at the site. This service may at the Department's discretion be handled under a General Services LOA/TWO held open for on–going support services. If no General Services LOA/TWO is open, the Department will send an electronic request to the Contractor to provide the service. At that time, the Contractor shall be authorized to perform basic troubleshooting services and minor repairs. The service request shall be updated by the Contractor to describe in detail the completed services or any additional service needed at the site. The request shall be submitted to the Department for approval by the Department's Project Manager before additional service can be performed.

The Contractor shall only be allowed to bill a maximum of two (2) hours for troubleshooting any device site under this Contract. This does not include travel time to the device site. Travel time is incidental. The Contractor will not receive any additional compensation for travel time. Exceeding this time criteria may be granted for unusual circumstances but requires justification from the contractor and authorization from the Department. Major repairs require approval by the Department's Project Manager before additional service can be performed.

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If the Contractor detects a device that exhibits frequent failures, or requires an on/off/on power cycle to maintain operation, it shall be the responsibility of the Contractor to notify the Department, contact the equipment manufacturer, and recommend corrective action to the Department. It is the responsibility of the Contractor to service equipment and restore System components to a 100 percent functional status and ensure all devices are online. The Contractor is responsible for all troubleshooting and repair of System devices. The Department Project Manager may provide RTMC Operations staff and resources to assist the Contractor with troubleshooting and repair.

Should a device continue to fail and the issue cannot be resolved by repair or replacement, the Department, at its sole discretion, may remove the device from the Contractor's responsibility.

The Contractor, through diagnostic service, shall investigate the cause for the failure of equipment and determine if the failure is related to a storm event, materials or workmanship, supplied power, leased communications, electrical and/or mechanical components, hardware or software, or other failures. The diagnostic results shall define the type of repair needed to restore the device(s) to 100 percent functional status. The Contractor shall investigate whether or not failures are covered under existing equipment warranties. If the diagnosis indicates the need for repairs or parts replacement, the Contractor shall follow the procedures established between the Contractor and the Department's Project Manager under this Contract.

### 4.1.4 Repair Services

Repairs and/or parts replacement will be covered under LOAs/TWOs. The Contractor shall submit written request(s) to the Department's Project Manager for approval of any additional labor usage and expenditures that are not covered under a LOA/TWO. Descriptions of additional labor, materials, and equipment shall be included as part of a work request as well as a justification for the work. Repairs that require expertise and/or specialized equipment of the manufacturer shall be considered original equipment manufacturer (OEM) repairs. OEM repairs are those specialized repairs that cannot be made by the Contractor and must be made by a manufacturer or Contractor of the equipment/component. On an as-needed basis, the Contractor shall notify the Department's Project Manager of OEM repairs necessary for the continued safe and efficient operation of the System. The Department's Project Manager will review the proposed OEM repair(s), and approval shall be required in order for the Contractor to proceed to ship the equipment and coordinate with the OEM for the repair. If a device manufacturer is no longer producing, selling, or repairing a specific device, the Contractor shall research, price, and present an alternate product to the Department's Project Manager.

The Contractor is required to assure the Department that warranties are not voided by Contractor repair services or other actions of the Contractor at any point during the

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contract. If a device warranty expires, the Contractor shall notify the Department Project Manager for the option to renew and/or replace the device if the unit is non-operational.

#### 4.1.4.1 Field Site Repair

The Contractor shall have the necessary equipment and personnel capable of maintaining and repairing the field equipment and infrastructure deployed throughout the geographic coverage area within Department District boundaries. This includes a variety of devices and communications infrastructure. Field site repair includes, but is not limited to, device replacement, electrical service work and repair, optical fiber cable splicing and troubleshooting, optical time domain reflectometer (OTDR) testing, fiber enclosure/fiber distribution panel installations, and terminations. The Contractor shall have the capability to install both open trench and directional bored conduit for new installation and replacement of damaged conduit. It shall be the responsibility of the Contractor to perform all subsurface utility engineering (SUE) and obtain any permits required by the Department before the Contractor commences any work. After completion of device and/or communications infrastructure work by the Contractor, a report shall be presented to the Department for record keeping of changes made to the fiber communication infrastructure and other components of the System. No fiber related work shall be started by the Contractor without written authorization and approval by the Department.

1. Minor Repair

Minor repairs for this Contract are repairs/replacement of ITS components due to equipment malfunction or end of service life. Minor repairs also include, but are not limited to, reattaching loose cable connections, power reset of all equipment, and other incidental repair work. The Contractor shall perform the necessary repair/replacement work, which includes diagnostic services.

Minor repairs are generally considered to be repairs that require less than 4 hours of labor and less than $3,000 in material.

2. Major Repair

Major repairs for this Contract are defined as non-typical repairs that need diagnostic services to identify the problem, extensive repair services, maintenance of traffic (MOT) and lane closures, utility coordination, or other regional agency coordination, such as damage caused by crashes, vandalism, theft, weather events, fiber cuts, power loss from the utility service point, and construction activity. Typical major repairs and parts replacement consist of, but are not limited to, repair or replacement of damaged, missing, or malfunctioning equipment in order to maintain the ITS operation and functionality.

For all major repairs, the Contractor shall contact the Department’s Project Manager to report field findings and receive instruction and authorization for related work. Depending

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on the criticality of the repair and nature of the device site or component malfunction or failure, the Department may issue verbal authorization to the Contractor for diagnostic services to expedite the repair process. The Contractor shall prepare and submit a diagnostic report, including damage assessment, cost estimates, and recommendations for repair. The Contractor shall not make major repairs prior to issuance of a LOA/TWO covering specific corrective actions necessary for restoration. If an immediate repair order is needed, the Department may issue a pre-approved, limited amount LOA/TWO to start the work. The Contractor must receive approval prior to executing this LOA/TWO. The Contractor must document any verbal approvals issued for service/repair orders including the date, time, reason, and the name of the Department Project Manager who issued and approved the work order.

Major repairs are generally considered to be repairs that require more than 4 hours of labor and more than $3,000 in material.

All major and minor repairs shall be performed using procedures and repair times established under this Contract.

3. Warranty Repair

The Contractor shall act on behalf of the Department to track manufacturer warranties and pursue warranty repairs from device manufacturers when failures are covered by the manufacturer's warranty. The Contractor is responsible for coordinating warranty repairs with the Department's Project Manager and the device manufacturer/reseller. In the event warranty or insurance coverage is applicable, the Contractor shall identify the proper procedure for contacting the entity responsible for coverage, secure the proper forms used for claim notification, and coordinate the repair, return, and disposition of equipment. Repaired Department equipment returned from the manufacturer shall be held in inventory as spare parts if it is not to be immediately reinstalled.

The Contractor shall support the Department in pursuing claims until each claim is resolved to the satisfaction of the Department.

### 4.1.4.2 Diagnostic Report and Final Repair Report

For all major repairs, the Contractor shall prepare and submit to the Department, a diagnostic report **(official deliverable)** and a final repair report **(official deliverable)** identifying the cause of the malfunction, the equipment/device that failed and the type of repair required to restore operability of the component or device site.

The diagnostic report at a minimum shall include the following information:

- Date and time the Contractor is notified of the failure;
- Name of the person preparing the preliminary diagnostic report;

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- Equipment/device that failed and location;
- Brief description of the failure;
- Technician(s) responding to the failure;
- Arrival time at the site of the reported failure;
- Brief description of the proposed repair work;
- Repair cost estimate consisting of labor hours and material cost

The final repair report at a minimum shall include the following information:

- Date and time the Contractor is notified of the failure;
- Name of the person preparing the final repair report;
- Equipment/device that failed and location;
- Detailed description of the failure and impacts to overall system operations, including if the failure is due to a weather related event, materials, workmanship defect, power failure, leased communications problem, electrical and mechanical components, hardware malfunctions, software failures, etc.;
- Operational status of all devices connected to the site/cabinet location;
- Site conditions noted, i.e. submerged, structure down, no power;
- Technician(s) responded to the failure;
- Arrival time at the site of the reported failure;
- Repair completion time;
- Breakdown for repair time and final repair report preparation time;
- Name of the person from RTMC operations contacted to verify the working condition of the device upon repair completion;
- Detailed description of the proposed repair work, including type of repair needed to restore the device(s) to 100% operational status;
- Model number, serial number, FDOT Asset Management number of the equipment needing repairs and/or replacement, new spare parts used, and documentation of all

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warranty covered equipment for return material/merchandise authorization (RMA) process and inventory tracking purposes e.g. device not covered by warranty, new unit to be purchased or replaced with stock item;

- Updated ITSFM report;
- Digital photographs required for documentation, including timestamps showing date and time when the photo was taken;
- Total repair cost consisting of actual labor hours and material cost expended for the complete repair.

#### 4.1.4.3 Repairs using Spare Parts

This work includes shop and field repair of devices using component parts. New replacement parts for repairs are to be used unless otherwise directed by the Department's Project Manager. The Contractor shall not purchase or install spare parts that have not been approved by the Department's Project Manager. The Contractor shall be responsible for inventory control of all parts held in inventory for repair of devices. Parts commonly used for shop and field repairs include, but are not limited to:

- Pan-tilt-zoom camera modules
- CCTV camera
- DMS display modules
- Power supplies
- Batteries
- Encoders
- Port Servers
- 24 VDC Converter Switch
- Edge Switch
- Serial Device Router
- 9 Port Ethernet Switch
- MVDS

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- MVDS Composite Cable
- Surge Protection – Power, Data, and Video
- Note: It is the Contractor's responsibility to determine the type and quantity of spare parts to stockpile to be able to keep the System fully operational.

The Department will be responsible for all pre-approved costs relating to the purchase of spare parts (e.g., mark-up, applicable taxes, and shipping fees). The Department will have the option to utilize a flat percentage fee if this is pre-negotiated prior to execution of the LOA/TWO. The Contractor shall notify the Department's Project Manager if any part or component of the System moved from its original location for the purpose of inventory control. The Contractor shall ensure all spare equipment is available in a timely manner and all inventory control records will be updated within 24 hours.

#### 4.1.4.4 Equipment Replacement

This work includes furnishing replacement devices needed for maintenance of the System. Datasheets for all new replacement parts must be submitted and approved by the Department's Project Manager. The Contractor shall not purchase or install equipment that has not been approved by the Department's Project Manager. Proposed replacement parts shall be the latest compatible technology, equal to or better in function and quality to existing System components or equipment. The Contractor shall be responsible for inventory control of all equipment that they have responsibility to maintain within the System and all devices, parts, and materials used to perform work.

When the Department's Project Manager determines that additional parts are to be provided by the Contractor as spares, the Contractor shall procure (in accordance with section 4.1.4 Repair Services) and maintain the parts the Contractor's designated location(s) as approved by the Department. The Contractor shall notify the Department's Project Manager of any part or component of the System moved from its original location for the purpose of inventory control. The Contractor is responsible for updating the inventory.

#### 4.1.4.5 Testing Repair Work

Before departure from the field site, the Contractor shall notify the SunGuide RTMC immediately upon completion of the repair work to verify that the operation of failed component(s) has been restored. Upon completion of the repair work, the Contractor shall perform diagnostic testing to ensure the System is fully functional and operational. The Contractor shall document the test results and provide them to the Department's Project Manager (or his/her designee) for inspection upon request. The Contractor shall include all testing costs within the costs for repair work. The Department conducts random review of the Contractor's repair work. Any work that is deemed unacceptable by the Department

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shall be re-done by the Contractor at the Contractor's expense. The Contractor shall rectify any deficiencies identified by the Department within 5 business days of initial notification.

#### 4.1.4.6 Miscellaneous Work

Deploy and maintain portable generator requirements: The Contractor shall be responsible for deployment, security, maintenance, and re-fueling of Department owned portable generators during power outages. The Contractor shall deploy the portable generators on an as needed basis and as directed by the Department. Typical reasons for deployments may include loss of power service to a critical device, loss of power to hub location or a master cabinet that acts as an aggregate point for a group of devices, loss of power to a single or multiple locations due to vandalism, hurricane and/or other acts of nature. The Contractor shall provide all necessary back-up power using generator(s) to ensure that the system is operational until utility power is restored.

If the Contractor determines that a major system downtime is the result of a utility outage, the Contractor shall immediately notify the Department's Project Manager (or his/her designee) of the outage. The Contractor shall coordinate and fully cooperate with all utility owners during diagnostics and restoration of utilities to the site. The Contractor shall deploy generator(s) as necessary to maintain the communication links and keep devices operational until utility power is restored. The Contractor is responsible for fueling the generator(s) until power is restored. It shall be the responsibility of the Contractor to secure the generator at the site to prevent theft. The Contractor shall be responsible to the Department for replacement of units lost to theft or vandalism at the Contractor's storage area and/or during deployment. The Contractor shall be responsible for maintaining the generators according to the manufacturer's operating manual.

The Contractor shall be responsible for maintenance and re-fueling of Department owned permanent mounted generators.

The Department will reimburse the Contractor for generator fuel costs for portable and permanent mount generators used for declared emergencies or documented power outages greater than 4 hours in duration as identified in Exhibit "C" Contract Price Proposal.

#### 4.1.4.7 Special Projects

##### 4.1.4.7.1 Assignment of Minor Design and Installation Project Services

The Department shall assign all Special Projects work to the Contractor using a LOA/TWO based on fixed fee hourly billing rates as identified in the Exhibit "C" Contract Price Proposal. The Department envisions the need during the course of this Contract for Special Projects such as minor design and installation projects which primarily consist of, but not limited to, professional engineering services, technical analysis, planning, design, project development, procurement, project construction, system integrations, testing and other

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support systems**. The Contractor shall provide these above mentioned services and others for the term of the Contract, when requested by the Department.**

Some of the other services that have been identified as a potential need of the Department are:

- Representing FDOT and Coordination with Third Party Contractors
    - Providing access to existing ITS equipment to third party contractors
    - Performing final acceptance on Department's behalf
    - Providing technical support as requested by the Department's staff
- Plans Review Services:
    - Review and comment on plans submitted to the ITS Office by other entities, including other FDOT Offices; and
    - Attend meetings related to plans review.
- Additional Maintenance Services
    - If requested by the Department, develop and update maintenance plans and working procedures based on a need basis.
- ITS Reports and Analyses Services
    - Prepare before-and-after studies to evaluate the effectiveness of ITS infrastructure; and
    - Prepare cost effectiveness analyses of existing or proposed equipment and any other initiatives related to ITS infrastructure and maintenance.
- Design Support Services
    - Developing ITS plans to support Maintenance activities and functions;
    - Requirements review for any existing and proposed minor installation projects related to ITS Maintenance;
    - Shop drawings and design review;
    - Infrastructure development, installation and cut over plans; and

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- Final system test plan.

- Any other Services as requested by the Department.

The Department may request the Contractor's services on an as-needed basis. There is no guarantee that any or all of the services described will be assigned during the term of this Contract.

### 4.1.5 Emergency Repair Services

Emergency services consist of the restoration of components resulting from any malfunction or damage that creates a safety hazard or severely reduces the operational effectiveness of the overall System. The Contractor shall immediately correct any safety hazards discovered in the System. Failures tend to be caused by severe and unusual forces of nature, crashes and collisions, vandalism, theft, fire, erosion, and extreme exposure to chemicals or pollutants. Communication and electrical cable cuts and loss of communications between the RTMC and multiple field sites can warrant emergency repair services.

The Contractor will be required to supply substitute devices approved by the Department's Project Manager to immediately restore normal operations during emergency repair services. Failure to restore normal operations in a timely manner may result in deductions of monies due or which may become due the Contractor. If a structural failure causes a safety hazard or obstructs a roadway or waterway, the Contractor will be required to remove the structure immediately.

The Contractor must document malfunction and damage that necessitates emergency repair services. At a minimum, documentation shall include:

1. Device location, type, model, and serial and control number;

2. Date and time of incident;

3. Cause of failure and name of person reporting failure;

4. Site needs analysis and digital photo documentation;

5. Immediate repairs and corrective actions taken, including temporary repairs and repair cost breakdown; and

6. Corrective actions necessary for permanent repairs to be performed, including parts list, schedule, and estimated cost.

The DEPARTMENT'S Project Manager shall establish time frames for emergency repair documentation to be delivered to the DEPARTMENT depending on the severity of the

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emergency. This documentation is incidental to the emergency work being done. If the emergency repairs are due to the occurrence of a disaster, natural or otherwise; then, the Contractor shall provide a detailed damage report as outlined in Section 4.3 of this Scope of Services.

### 4.1.6 Equipment Logs

The VENDOR is required to document equipment and activities performed at each ITS device location. The VENDOR must maintain an equipment log that documents preventive scheduled maintenance and repair services, including repair logs, parts replacement, special notes, recommendations, and equipment warranty records.

Device records, at a minimum, shall include, but not be limited, to the following:

- All repair services information including the device location, number, and type;
- Model and serial number:
- Date and reporting time of each failure;
- Description of failure or issue and impacts;
- Firmware version;
- Manufacturer:
- Failure reporting source i.e. RTMC operations or IT staff;
- Technician responding;
- Ticket acknowledgement time;
- Arrival time at device location;
- Repair completion time;
- Major or minor repair;
- Routine or non-routine;
- Site conditions and actions taken (successful or otherwise);
- Parts used: type, model, serial and inventory control number;
- Action for replaced parts i.e. in-house repair, return to factory;

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- MOT submittal and deployment information;
- Photo documentation with date and time picture taken shown when requested by the Department;
- General system status and/or potential issues;
- General notes;
- Preventive maintenance work details;
- Miscellaneous work details;
- Test results for work performed; and
- Any other information as deemed necessary by the Department.

Equipment Logs are subject to review at any time by the Department.

### 4.2 Control of Materials

The Contractor shall maintain and store the Department's System equipment and spare parts including portable generators in a location(s) approved by the Department's Project Manager. The location(s) shall be marked specifically for this contract and shall not be used for any other purposes. Storage of parts or equipment outside of this storage area(s) must be approved by the Department's Project Manager. The Contractor shall maintain and have readily available an up-to-date inventory of all the Department's equipment and/or parts that are under the Contractor's supervision.

The Department reserves the right to store devices and/or parts at an independent storage area within 20 miles of either Department RTMC. The Contractor is responsible for picking up parts as needed from Department storage areas under the terms of this Contract.

Any equipment purchased by the Contractor on behalf of the Department, using Department funds, belongs to the Department and shall be entered into the inventory list maintained by the Contractor. Upon termination or ending date of the Contract, all Department property shall be transferred to the Department.

#### 4.2.1 Existing RTMC and Field Site Device Inventory

The Contractor shall maintain and have readily available an up-to-date inventory of all the Department's equipment that the Contractor is responsible to maintain and all spare parts and devices (existing and future) in the Contractor's or Department's possession. The initial inventory (**official deliverable**) shall be submitted to the Department's Project

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Manager at the end of the Transition Plan and shall continually be updated monthly to reflect any and all changes to the equipment inventory.

The Contractor shall be responsible for the inventory of all existing and future ITS devices in District One. The Table below showing ITS device quantities on I-75 in District One is not intended to be an exhaustive list and is provided for reference only. The Contractor shall field verify all devices independently.

**Table 4.2.1-1 ITS Infrastructure in District One**

| ITS Infrastructure | Number of ITS Devices |
|---|---|
| CCTV Cameras | 205 |
| DMS | 65 |
| MVDS | 320 |
| RWIS | 9 |
| Queue Detection and Warning System | 1 |
| Fiber Optic Cable Miles | 176.5 |
| Communications Hubs | 4 |
| Highway Advisory Radio | 15 |
| HAR Flashing Beacon Signs | 30 |
| Generators | 31 |
| Video Wall Display Cubes | SWIFT Center = 15, STMC = 9 |

The Contractor shall maintain and have readily available an up-to-date inventory of all the Department's field equipment and/or parts that are under the Contractor's supervision. The inventory shall contain, but not be limited to:

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1. Manufacturer,
2. Model number,
3. Descriptive name,
4. Manufacturer serial number,
5. Current location and condition (new, used or damaged),
6. If the equipment is a spare,
7. The site where it belongs and type of site (CCTV, DMS, etc.), if applicable,
8. Location of site, if applicable,
9. Date of purchase,
10. Date of repair,
11. Date when scrapped or surplused,
12. Warranty status,
13. SunGuide name, and
14. APL number, if applicable

The Contractor shall, on an annual basis, field verify and document all communications hub buildings, layer-3 switches, DMS and other ITS equipment which are over $5,000 in value (or over a specific threshold value as required by the FDOT procedures) in District One. The Contractor shall develop and submit this Annual Significant Value ITS Infrastructure Inventory Report **(official deliverable)** to the Department for review and approval. The draft report shall be submitted to the Department before April 1 each year. The final report incorporating all Department's review comments shall be submitted to the Department before May 1 each year. The Contractor shall coordinate with the Department for approval on the format of this report. A sample of the report and the Department SOP detailing the requirements for this inventory are attached as Appendix "1" of this Contract. The Contractor shall bid and include all report development costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

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### 4.2.2 Inventory Database/Facilities Management System

The Department is using the ITS Facility Management (ITSFM) system to support the long-term ITS asset and configuration management needs of the ITS Program statewide. The ITSFM compiles System asset information in a single, web-accessible repository, allowing the Department to collectively manage the entire system in a coordinated manner. The ITSFM is hosted/provided by the FDOT's Central Office to the Districts and other regional partners.

The ITS Maintenance Contractor shall use the ITSFM for inventory and facilities management purposes. The Contractor shall update ITSFM data used to inventory the ITS field equipment including, but not limited to, outside plant cabling, duct, splice points, terminations, field devices, and other field installed assets.

The information contained within the ITSFM is confidential material; therefore, the Contractor must ensure that staff working under this Contract has passed the Florida Department of Law Enforcement (FDLE) background check and other necessary background checks as determined by the Department so the Department can issue user login credentials to the ITSFM. The results of background checks shall be submitted to the Department within 24 hours upon request.

The Contractor shall ensure all ITS maintenance staff who will have access to ITSFM receive at a minimum ITSFM maintainer-level training within 1 month of Contract Start Date. All ITSFM-related training expenses including but not limited to staff labor cost shall be the ITS Maintenance Contractor's own expense. For any new staff added to this Contract during the Contract's term who will need access to ITSFM, the new Contractor staff shall receive at a minimum, the ITSFM maintainer-level training within 1 month of employees' start work on this Contract. During this time, the Contractor shall continue to use other staff to perform the required ITSFM updates.

The Contractor shall provide field staff with an ITSFM-compatible laptop computer with direct Internet access from the equipment site to ensure that the maximum benefit from the ITSFM is available to the user. Asset changes to the system shall be updated to the database in real-time or as otherwise directed by the Department. The Contractor will be responsible for recurring usage cost including computer hardware, connection to the Internet, etc.

The Contractor shall include the resources required to populate the database and routinely update the database as maintenance work changes the inventory and configuration. Information populated in the ITSFM shall meet the positional accuracy and content defined in the latest version of the ITSFM technical memorandum "Implementation Guidelines and Minimum Requirements for District One," which is attached as Appendix "2" of this Scope of Services. The Contractor shall include daily updates to ITSFM in the unit cost of the item being installed or replaced. No separate payment will be made for daily updates.

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Major updates to ITSFM will be negotiated prior to issuing a LOA/TWO and paid at the hourly billing rates established in Exhibit "C", Price Proposal.

### 4.2.3 Utility Locating Services

The Contractor shall provide all necessary services to designate and locate existing surface and subsurface utilities to support the maintenance and operations of the System on a District Wide basis as indicated by the Department. The Contractor must register with the Sunshine 811 System within 30 days of Contract execution.

The Contractor shall provide locations of the System underground facilities as required by the Department or others and shall accommodate schedules of other agencies requesting such locations. The Contractor shall be responsive to all requests received from the Sunshine 811 System, and if deemed necessary by the Department, more accurate location information may be required than required by Sunshine 811 standards. A file will be maintained on all calls and their respective reference numbers, date, time of arrival, and personnel conducting locates. This shall be in a spreadsheet format. If the Contractor damages System underground facilities, either directly or indirectly, by incorrect locates, the Contractor shall repair the System underground facilities at the sole cost of the Contractor. In this case, the Contractor shall make any temporary repairs within 24 hours and any permanent repairs within 30 days of the damage unless the damage is classified as an emergency by the Department which will then require repair within four hours.

The Contractor shall bid and include all services, registration, and administrative costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

#### 4.2.3.1 Subsurface Utility Designating Service

The Contractor shall:

• Obtain all necessary permits from city, county, municipality or other jurisdiction to allow the Contractor to work in existing street, roads, etc. for the purpose of marking, measuring and recording the location of existing subsurface utilities.

• Designate, record, and mark the approximate horizontal location of the existing utilities and their major laterals by a method approved by the Department. The horizontal designating of the underground utility line shall be within two feet of either side of the underground utility line as shown on the plan sheets.

• Determine and provide the Department with the approximate depth of all existing utilities. This depth indication is understood by both the Contractor and the Department to be approximate only and is not intended to be used in designing the right-of-way and construction plans.

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• Provide all signs and other safety devices and equipment, including all necessary flagmen needed to control traffic in accordance with Department policy and MUTCD.

• Secure all "As Built" plans, plats and other data as supplied by utility companies as are necessary.

• Provide all necessary support personnel to secure the data outlined in this section. All data will be developed and furnished to the Department utilizing Computer Aided Drafting and Design (CADD) systems. In addition to this a hard copy shall also be provided. Text or table formatted information shall be provided to the Department in Word and/or Excel formats.

• Provide a monthly summary of work completed and underway.

The Contractor shall bid and include all services and administrative costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit “C”, Contract Price Proposal.

### 4.2.3.2 Subsurface Utility Locating (Test Hole) Service

The Contractor shall:

• Pick up and review plans at location designated by the Department and obtain utility company's records as required.

• Obtain all necessary permits from city, county municipality or other jurisdiction to allow the Contractor to work in existing streets, roads, etc. for the purpose of locating (digging), measuring and recording the location of existing subsurface utilities.

• Coordinate with utility agency/owners as required by this Agreement and as required by law.

• Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, or other protective coverings, such as by a vacuum excavation method, hand digging, etc.

• Be responsible for any damage to the utility during excavation of same.

• Backfill and compact with like material around utility structure.

• Furnish and install and color-code permanent above ground marker (i.e., P.K. nail, peg, steel pin, or hub), directly above center line of the structure and record the elevation of the marker.

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• Provide a permanent restoration of the pavement within the limits of the original cut at the time of backfill. In the event the test hole is excavated in an area other than the roadway pavement, the area disturbed shall be restored to the condition prior to the excavation.

• Provide all signs and other safety devices and equipment, including all necessary flagmen needed to control traffic in accordance with Department policy and MUTCD.

• Provide complete clean-up of work site to equal or better condition than before excavation.

• Tie all vertical controls to furnished datum. If turns or additional bench marks are required to obtain the tie, this shall be done by the Contractor. The accuracy of these turns or additional bench marks shall be in accordance with established surveying practices.

• All data obtained by the Contractor of existing surface/subsurface utilities shall be developed and furnished to the Department utilizing Computer Aided Drafting and Design (CADD) systems. In addition to this a hard copy shall also be provided. Text or table formatted information shall be provided to the Department in Word and/or Excel formats.

• Close-out permits are required.

• Provide the following test hole information to the Department utilizing Computer Aided Drafting and Design (CADD) systems. In addition to this a hard copy shall also be provided. Text or table formatted information shall be provided to the FDOT in Word and/or Excel formats.

o Elevation of top and/or bottom of utility tied to the datum furnished.

o Horizontal location using the distance right or left of indicated center line stationing when available. All survey work required, including the retracing of the survey centerline or baseline, will be determined and performed by the Contractor.

o Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.

o Utility structure material composition, when possible.

o Identify benchmarks used to determine elevations.

o Elevations provided by the Contractor shall be within an accuracy of +/-0.05' based on the benchmarks shown on the CONTRACTOR’S certification forms.

• Provide a monthly summary of work completed.

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The Contractor shall bid and include all services and administrative costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

### 4.2.3.3 Utility Location and Verification Service during Construction

The Contractor shall be available for the location and verification services during construction of other roadway projects which could impact the System, if required.

• Designate, record, and mark the approximate horizontal location of the existing utilities and their major laterals by a method approved by the Department. The horizontal designating of the underground utility line shall be within two feet of either side of the underground utility line as shown on the plan sheets.

• Determine and provide the Department with the approximate depth of all existing utilities. This depth indication is understood by both the Contractor and the Department to be approximate only and is not intended to be used in designing the right-of-way and construction plans.

The Contractor shall bid and include all services and administrative costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

### 4.2.3.4 Underground Utility Location and Verification Service

The Contractor shall locate underground System utilities using the existing tone wire or other approved means and shall visually mark locations of these utilities utilizing the Sunshine 811 System procedures. The initial call to a site will require one hundred feet of locates in an area. Additional markings as needed will be provided by the Contractor in fifty-foot increments.

The Contractor shall bid and include all services and administrative costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

### 4.2.3.5 Utility Coordination

The Contractor shall fully cooperate with all utility owners during construction, installation or repair associated with this Contract. The Contractor shall call the Sunshine 811 System a minimum of 48 hours and a maximum of 96 hours before any excavation work. The Contractor shall furnish and install all equipment and materials and perform all work in accordance with all applicable utility owner standards and procedures. The Contractor is responsible for ascertaining the exact location of all utilities prior to the beginning of work in an area. Utility locations shown on Department plans are approximate and may not include all utilities.

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The Contractor shall be responsible for coordinating and meeting with all utility companies having overhead or underground facilities in proximity with the Contractor installations.

Utility coordination work is incidental to other work being performed.

The Contractor shall be responsible for determining and performing any needed subsurface utility engineering (SUE) work as outlined in section 4.2.3.2 of this Scope of Services with Department approval.

### 4.2.3.6 Utility Location and Verification Service for Design and Construction Plans

The Contractor shall review, as required, design and construction plans for adherence to System standards and to ensure the plans reflect an ITS design that is maintainable and compatible with the existing system and devices. The review of plans may include any projects within District 1, especially those projects which add devices to the District One ITS Maintenance Contract or impact any existing or proposed ITS devices.

District One ITS Fiber and Utility Designation Services

Utility location and verification services shall be provided during the development of construction and design plans.

At a minimum, identify the location and provide properly formatted support documentation of existing System infrastructure, as required by the Department.

Designate the location of the System infrastructure, including the fiber laterals, by a method approved by the Department and as detailed in the Utility Accommodation Manual (UAM), Chapter 11.

Plans Review for Adherence Department Standards

At a minimum, provide review comments regarding device placement, cabinet layout, power systems, maintainability, compatibility, and the overall concept of design.

Comments shall be provided in a format acceptable to the Department.

The Project Manager will assign a Task Work Order to the Contractor with hours available for use to accomplish the associated work. An estimate of the work effort required will be approved by the Project Manager prior to work being done. Hours will be negotiated prior to issuing a LOA/TWO and paid at the hourly billing rates established in Exhibit “C”, Price Proposal.

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## 4.3 General Requirements for Execution of Work

The Contractor shall be responsible for all labor, materials, and incidentals required to execute and complete the requirements of this Contract including, but not limited to, the following:

1. Project management and contract administration;
2. Communications and coordination between the Department and the Contractor;
3. Communications and coordination with other Contractors and Consultants;
4. Staffing services and Personnel requirements;
5. Project documentation and recordkeeping;
6. Progress reports, LOA/TWO requirements, and Invoicing;
7. Contract Status meetings, including meeting minutes and agendas;
8. Utility Locate Administration and all services;
9. Preventive maintenance, diagnostic and troubleshooting services, and routine maintenance;
10. Minor and Major repair services and parts replacement (including warranties and replacement parts);
11. Material and equipment requirements
12. Mobilization and MOT services;
13. Special Projects services;
14. Inventory and Asset Management services;
15. Warranty services
16. Utility coordination;
17. Emergency power support, and
18. Disaster reporting.

Device failures can be described as emergency, priority, and routine. Each failure type has specific requirements for acknowledgement response times depending on the severity and extent that the failure impacts the operation of the System. Non-performance penalties shall be assessed for failure to acknowledge or respond to device failures as described in this Contract. The Contractor shall fully cooperate with all utility owners during activities such as, but not limited to, construction, installation, or repair associated with this Contract.

The Contractor shall furnish and install all equipment and materials, and perform all work in accordance with all applicable standards and procedures. The Contractor is responsible for ascertaining the exact location of all utilities prior to beginning work in an area. Utility locations as shown on Department plans are approximate and may not include all utilities. If any utility damages are incurred as a result of Contractor’s operations, it shall be the

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Contractor's sole responsibility to repair such damages or bear the cost of repairs performed by others.

The Contractor shall be responsible for coordinating and meeting with all utility companies having overhead or underground facilities in proximity with work performed under this Contract. The Contractor shall be responsible for determining and performing any needed SUE work.

The Contractor shall be responsible for providing the Department with a detailed damage report after the occurrence of a disaster, natural or otherwise, or a crash which damages a part of the System. This report shall include an individual site analysis including, but not limited to, the following information:

- Device location,
- Date and time of visit,
- Description of failure or issue and system impacts,
- Site conditions noted, i.e. submerged, structure down, no power,
- Photo documentation (digital only),
- Damaged parts list: type, model, and serial and control numbers,
- Needed parts list,
- Repair cost breakdown,
- General notes, and
- Schedule of repair duration.

The damage report by the Contractor shall be per site and include all devices connected to the cabinet location. The Contractor's report shall include an Executive Summary and a Cost Summary including all parts necessary to re-establish the system in working order. The DEPARTMENT'S Project Manager shall establish time frames for damage reports to be delivered to the DEPARTMENT depending on the severity of the disaster. The Contractor shall provide fixed fee (billing rate) per hour estimates for this service to the Department for approval. The Department shall compensate the Contractor based on the fixed fee (billing rate) per hour established in Exhibit "C", Contract Price Proposal.

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### 4.3.1 Scheduling and Execution of Work

All work shall be scheduled with and approved by the Department's Project Manager (or his/her designee). The Contractor shall work with the Department's Project Manager (or his/her designee) under this Contract to establish normally scheduled activities. Work not covered under the scope of agreed upon scheduled activities must be authorized in writing by the Department's Project Manager (or his/her designee).

### 4.3.2 Mobilization

Work under this contract will require movement of personnel, equipment, supplies, and incidentals. The Contractor shall include all mobilization cost into respective bid items under Exhibit "C" Contract Price Proposal. The Contractor will not be compensated for any additional and separate mobilization costs.

### 4.3.3 Maintenance of Traffic

MOT shall include the planning, furnishing, installing, maintaining, and removing of traffic control and safety devices. The Contractor shall utilize the applicable Traffic Control Plans as approved by the Department for all maintenance and repair activities for equipment on the highway and arterials. The Contractor is responsible for identifying all MOT requirements necessary to perform preventive maintenance, diagnostic and repair services.

The need for lane closures shall be determined on a case-by-case basis as requested by the Contractor. The Contractor shall submit all required lane closure requests via the Department's Lane Closure Information System (LCIS).

Approval for all lane closures, mobile operations, and traffic pacing operations is required. Submit routine requests fourteen calendar days in advance of planned lane closures, mobile operations, and traffic pacing operations at the following URL address: https://lcis.dot.state.fl.us/ . Confirm at least once every two weeks that information entered within LCIS reflects current planned operations and update as necessary. For unforeseen events that require cancelling or rescheduling lane closures, mobile operations, and traffic pacing operations, revise the lane closure request as soon as possible.

For all critical failures during the Department's regular working hours (8:00 AM to 5:00 PM), the Contractor shall seek approvals from the FDOT Project Manager (or his/her designee) and the local District One Operations Center prior to performing any work. For all critical failures during holidays and after hours, the Contractor shall input all lane closure information into LCIS and choose the request as emergency MOT request. The Contractor shall deploy emergency MOT immediately to provide failure repair services for any failures deemed necessary by the Department.

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The Contractor will be given a notification list by the Department containing all contacts that shall be notified of the lane(s) closure by the Contractor. The Contractor shall coordinate MOT activity with RTMC operations and any other governing operations center.

The Contractor shall have at least one individual on its staff throughout the term of this Contract with a Florida Advanced Maintenance of Traffic certification.

Because of the unique nature of this contract and the work specified herein, MOT shall be paid for according to the particular work level assigned. The level shall be determined by the Contractor and approved by the Department Project Manager and assigned with each work order. In instances where no MOT operations are anticipated, there will be no MOT level assigned. The level shall be determined according to the following criteria:

Level 1: Where at least a portion of the work assigned on the work order is to be performed off the roadway, but in close enough proximity to the traveled way to require signing, but does not require lane closure.

Level 2: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of a rural or low volume urban two-lane, two way roadway (day work, flagging).

Level 3: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of a non-limited access, multi-lane divided or undivided roadway, such as a rural or urban state or United States (US) route (day or night work, off-duty law enforcement not required).

Level 4: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of a non-limited access, multi-lane divided or undivided roadway such as a rural or urban state or US route (day or night work, off-duty law enforcement required).

Level 5: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of a limited-access facility (Interstate or Turnpike), rural or lower volume urban (day or night work, off-duty law enforcement not required).

Level 6: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of one or more lanes of a multi-lane, divided or undivided roadway (Interstate or Florida's Turnpike), daylight or nighttime hours where off-duty law enforcement is required.

Level 7: This level may be used in conjunction with any of the above levels where additional signage or additional law enforcement are required to detour traffic around work zones to alternate roadways.

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### 4.3.3.1 Compensation for Maintenance of Traffic Services

The Contractor shall include all MOT costs for preventive maintenance visits within the fixed fee (unit total cost) established under preventive maintenance services section and minor repair services section of the Exhibit "C", Contract Price Proposal. No separate MOT costs shall be paid for any preventive maintenance visits or minor repair service visits.

The Contractor shall determine the appropriate Level of MOT from the criteria outlined above for all major failure repair services and submit it to the Department for review and approval. The Contractor shall bid and include all MOT costs within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

### 4.3.4 Warranty for Contractor Services and Materials

The Contractor warrants to the Department that all services, materials, parts, and supplies furnished under this Contract shall be free from defects in material or workmanship and in accordance with good trade practices and local, state, and federal codes.

The Contractor guarantees that upon completion of the services required by the Contract, the work areas shall be left in a clean, sanitary, and safe condition.

The Contractor agrees that each job assignment performed will be reviewed and approved by the Contractor's Project Manager before the Department's Project Manager (or his/her designee) is requested to approve and process invoices for payment.

The Contractor will correct deficient work and replace defective material provided and supplied, or credit the Department for the inadequate services and materials. The Department's Project Manager (or his/her designee) shall have the right to determine which course of correction must be taken.

Upon completion of a repair/installation, the Contractor shall warranty their work for a period of 90 calendar days from the date of acceptance by the Department for all repairs. Within the warranty period, if the device/equipment fails for the same reason, the Contractor shall make all necessary repairs at the Contractor's expense. The Contractor shall transfer manufacturer's warranties for parts and materials to the Department.

The Contractor shall assure the Department that device equipment manufacturer warranties are not voided by repair services or other actions of the Contractor at any point during the Contract. If a device warranty expires, the Contractor shall notify the Department's Project Manager (or his/her designee) for the option to renew and/or replace the device if the unit is non-operational.

The Contractor shall act on behalf of the Department to track manufacturer warranties and pursue warranty repairs from device manufacturers when failures are covered by the

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manufacturer's warranty. The Contractor is responsible for coordinating warranty repairs with the Department's Project Manager (or his/her designee) and the device manufacturer/reseller. In the event warranty or insurance coverage is applicable, the Contractor shall identify the proper procedure for contacting the entity responsible for coverage, secure the proper forms used for claim notification, and coordinate the repair, return, and disposition of equipment. Repaired Department equipment returned from the manufacturer shall be held in inventory as spare parts if it is not to be immediately reinstalled. The Contractor shall support the Department in pursuing claims until each claim is resolved to the satisfaction of the Department.

### 4.3.5 Lost, Stolen, or Damaged Department Owned Resources

The Department's Project Manager will provide a list of Department owned resources for the Contractor. The Contractor shall acknowledge receipt and responsibility of the Department owned resources by executing a State of Florida Department of Transportation "Property Transfer Receipt" form.

A representative of the Department will inventory all Department owned resources annually. In the event Department owned resources have been lost, stolen, or damaged, and had been in exclusive possession and control of the Contractor, the Contractor shall replace the Department owned resources at its own expense within 15 calendar days of the time when the item(s) was known to be lost, stolen, or damaged. If the item is not directly replaceable due to non-availability of identical models, the Contractor will replace the item with a functionally equal or better item or directly compensate the Department. The risk of loss to any equipment being repaired or replaced shall be the responsibility of the Contractor having possession or control of the equipment at the time of the loss.

### 4.3.6 Use of Subcontractor(s) or Subconsultant(s)

The support of the System may require a multi-disciplinary team made up of a prime Contractor and subcontractors to successfully fulfill the obligations of this Contract. The Contractor must provide contact information for all subcontractors and indicate their areas of expertise and responsibility. Use of subcontractors must be coordinated with, and approved by, the Department's Project Manager.

## 4.4 Working Hours, On-call Responsibilities, Response Times, and Limitations

### 4.4.1 Standard Hours of Operation

The Contractor shall have maintenance personnel available 24 hours a day, 7 days a week and 365 days a year for the duration of the Contract. The Department's business hours are Monday through Friday from 8:00 a.m. – 5:00 p.m. The Department's offices are typically closed at 5:00 pm on weekdays, on holidays and weekends.

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The SWIFT Center is operational 24 hours a day, 7 days a week and 365 days a year. The STMC is operational from 6:00 a m – 10:00 p m on weekdays. When the STMC is closed the SWIFT Center provides operations for I-75 in Manatee and Sarasota Counties.

The following holidays are observed by the Department. The Department may have other holidays issued by the State of Florida. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day and the following day
- Christmas Day

### 4.4.2 On-call Responsibilities

The Contractor shall provide on-call staff with vehicles, equipment, tools, materials, supplies, cellular phones and other incidentals required to respond to any repair work issued by the Department at all times. On-call staff assignments shall be coordinated with the Department's Project Manager and clearly communicated to staff responsible for RTMC operation. Qualified maintenance staff shall be on-call during afterhours, weekends, Department-observed holidays and at all times for the term of this Contract to respond to calls and issues. The Contractor may be required to perform repairs and maintenance outside of normal business hours, 24 hours a day, 7 days a week, year-round.

The Contractor shall provide the Department's Project Manager (or his/her designee) with a list of telephone numbers that will be answered 24 hours a day, 7 days a week by the Contractor's personnel to satisfy this Contract requirement. The Contractor shall also provide an e-mail addresses to which all the Department's electronic correspondence shall be sent.

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### 4.4.3 Response Times

The Contractor shall respond to Department's notifications, mobilize and be present at the work site and ready for work with qualified Contractor staff with appropriate equipment, tools, and available parts within the time frames established under this Contract.

Failure by the Contractor to meet the required response time shall result in the Contractor being assessed a Non-Performance invoice reduction, receive a poor performance evaluation and/or may cause the Department to terminate the Contract.

#### 4.4.3.1 Device Failures

Failures shall be characterized as ***Emergency***, ***Priority***, or ***Routine*** as defined below:

• ***Emergency failures*** are failures that represent an immediate risk to the public, failures that cause a closure of the public travel-ways, or failures to the communications network that render the Freeway Management System inoperable.

• ***Priority failures*** are failures of individual cameras, sensors, signs, etc. that are required for the complete operation of the Freeway Management System.

• ***Routine failures*** are failures that, while requiring attention, are not adversely affecting the immediate operation of the Freeway Management System.

#### 4.4.3.2 Repair Services Response Time

Response times for the failures characterized above are defined below:

• Upon notification of an ***Emergency System failure*** by the Department, the CONTRACTOR shall respond and complete repairs or eliminate the instant danger ***within four (4) hours*** of the reported incident. The notification may be verbally by telephone, Email, facsimile, or text message.

• Upon notification of a ***Priority System failure*** by the Department, the Contractor shall respond and complete repairs or eliminate the instant danger ***within 24 hours*** of the reported incident. The notification may be verbally by telephone or written by letter, system report, E-mail, facsimile, text message or through the daily/weekly maintenance check.

• Upon notification of a ***Routine System failure*** by the Department, the Contractor shall respond and complete repairs ***within 7 days*** or a longer timeframe approved by the DEPARTMENT'S Project Manager of the reported incident. The notification may be verbally by telephone or written by letter, system report, E-mail, facsimile, text message or through the daily/weekly maintenance check.

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#### 4.4.3.3 Acknowledgement Times

The CONTRACTOR shall be responsible for acknowledgement of all notifications of device failures within the times listed below:

• Emergency – 10 minutes from receipt of the notification or LOA/TWO

• Priority – 30 minutes from receipt of the notification or LOA/TWO

• Routine – 90 minutes from receipt of the notification or LOA/TWO

The DEPARTMENT reserves the right to enforce a Non-Performance invoice reduction for times not met.

### 4.4 Security and Safety Requirements

The Contractor shall utilize proper safety measures to ensure the proper protection for persons and property at all times.

The Contractor shall be responsible for ensuring that all equipment used is maintained in a safe and efficient manner in accordance with all local, state, and federal laws, safety organizations, regulations, and guidelines pertaining to providing the required services.

The Contractor shall follow all safety requirements outlined in the National Electric Safety Code, OSHA, and any standards or practices for safe installation or maintenance of required equipment per this Contract.

The Contractor shall be responsible for any injury to person(s) or damage to property that occurs as a result of Contractor activities under this Contract. The Contractor shall notify the Department immediately after any injury incurred by person(s) working under this Contract.

At the conclusion of a workday, the Contractor’s personnel must leave the work area free of safety hazards. The Department assumes no liability for any equipment or personal belongings or effects left unattended on Department property.

The Contractor shall be solely responsible for the safety of all its personnel.

The Contractor shall be solely responsible for maintaining the safety required and providing safety equipment and procedures for the protection of employees and the public throughout the area(s) where work is performed under this Contract.

If any deficiency may cause harm to life or property, or violate any rules or regulations such as, but not limited to, Americans with Disabilities Act, OSHA, or otherwise contained

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herein, the Department may take immediate corrective action(s), and the Contractor shall be responsible for the burden of any associated direct and/or indirect costs.

### 4.5 License and Insurance Qualifications

The Contractor shall hold the licenses and certifications necessary to provide the services described in this Contract in the counties specified and be required to submit proof of licenses and certifications prior to work being performed.

The Contractor shall certify that skilled employees and/or subcontractor(s), who possess the necessary specialty licenses, as required by law to perform the work, shall provide the services being performed and provided by the Contractor as described in this Contract.

All records, insurance, and licenses must be current. The Contractor must provide the Department's Project Manager with evidence of current records, insurance, and licenses and copies must be kept on file in the Contractor's office and at the SunGuide RTMC for the duration of this Contract and all renewals, and will be provided within 24 hours upon request by the Department.

The Contractor shall be required to submit proof of the following licenses and certifications along with the Technical Proposal:

- FDOT ITS Contractor Pre-Qualifications – 6.3.1 – Intelligent Transportation Systems Analysis & Design, 6.3.2 – Intelligent Transportation Systems Implementation, 6.3.3 – Intelligent Transportation Traffic Engineering Systems Communications;

- Low and High Voltage Electrical Contracting License;

- Civil and Electrical Engineering State of Florida Professional Engineers Licenses;

- CISCO network certifications e.g. CCNA Certification (Cisco Certified Network Associate Certification);

- MOT Certifications: The Contractor's personnel responsible for the work zone traffic control plan development and the work zone traffic control supervisor must be certified in the advanced training category by a Department approved training Provider.

- Fiber Optic Cable Certifications: Technicians should have fiber training from at least one of the fiber optic cable manufacturers e.g. Corning Fiber training, Light Brigade Fiber training, BICSI Fiber training, etc.

The Contractor shall certify they have skilled employees and/or Sub-Contractor(s)/Sub-Consultant(s) who possess the necessary specialty licenses, as required by law to perform

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the work. The Contractor shall be required to provide the Department with the required types of insurance in the limits as stated in the Contract.

### 4.6 Location of the Work

The Contractor shall be responsible for maintenance of all existing, under-construction, and future Department owned and operated ITS infrastructure located in the counties of Collier, Lee, Charlotte, Sarasota, Manatee, Okeechobee, Glades, Hardee, Hendry, Highlands, DeSoto, and Polk. The primary area of responsibility under this contract will be for interstate ITS devices in District One on I-75 from the Collier/Broward County Line north to the I-275 interchange in Manatee County; however, the Contractor may be asked to perform maintenance services on any roadway listed in the counties above.

#### 4.6.1 Regional Transportation Management Centers

The Department has a video wall system operating inside the SWIFT Center and the STMC RTMCs. The RTMC's video wall systems consist of video wall cubes, processor, communications equipment, and software. The Department has upgraded the RTMC's video wall system to use Activu software vendor based video wall control system along with Mitsubishi video wall display cubes. The Activu software vendor based video wall control system consists of both software licenses and commercially off the shelf (COTS) available hardware equipment (e.g. servers, graphics cards, Ethernet switches, monitors, computer peripherals, cables, etc.) that are located within the IT Server Room at each RTMC.

For all RTMC video wall system failures, staff from another contract – District Wide Operations Support Services BE487 will be the primary first responder and perform the initial diagnostics to determine the area of failure. However, the Department may utilize the ITS Maintenance Contractor under this Contract to support the primary staff for video wall system failure diagnosis, preventive maintenance, and repairs.

#### 4.6.2 Field Sites

The Contractor shall provide maintenance services for components of the System located at existing and future field sites throughout the geographic coverage area of the Contract.

### 4.7 Required Qualifications

#### 4.7.1 Staffing Requirements

Support of the System will require a multi-disciplinary team. The following areas of expertise are considered to be the minimum necessary to successfully fulfill the obligations of this Contract. Subcontractors submitted with the response are allowed.

- Project management / administration;

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- Electrical trades;
- Electronic and electro-mechanical component diagnostics, troubleshooting, and repair;
- Computer hardware troubleshooting and repair;
- Local area network and wide area network design, operation, and maintenance;
- Ethernet, serial, and wireless communications;
- Networking and network protocols, including switching, routing, VLANs, OSPF, PIM, SNMP, IGMP, IGRP, DVMRP, DNS, etc.;
- Computer applications / database management;
- Analog and digital video transmission;
- Fiber optic network configuration and administration;
- FOC termination, splicing, testing, and management;
- Installation, configuration, troubleshooting, and maintenance of analog and digital video equipment, network devices, DMSs, HAR systems, RWIS, and vehicle detection systems (VDS);
- Programming and operation of traffic controllers;
- Installation and maintenance of signal devices and signal systems;
- Grounding and surge protection systems and related equipment;
- Configuration management;
- Security devices for System installations;
- Installation of ITS poles and structural supports according to Department procedures; and
- MOT.

The Contractor shall keep a staff of the required levels to respond to all requirements of this Contract at all times during the term of the Contract. The Contractor shall have the option to provide on-site maintenance staff in the Department's designated location(s), if requested by the Department. The Contractor shall develop a staffing plan indicating how

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absences and vacations will be covered, and the expected activities of each proposed staff member. The Contractor shall provide suitable replacement staff during vacations or sick periods of primary staff.

The Contractor must provide resumes for all personnel proposed for this Contract in their bid package. Any changes to staff identified in the bid package submitted by the Contractor shall be subject to review and approval by the Department in writing before any billable services are authorized. Requests to add or change staff must be accompanied with accurate and current resumes for proposed individuals, including information on their licenses and certifications as well as a description of their expected duties.

The Department will conduct Contractor performance reviews on an annual basis at a minimum. When deficiencies are identified with Contractor employees assigned to the Contract, the Contractor will immediately implement remedial action. Remedial actions may include further training of the employee, subdivision or reassignment of the employee, addition of staff, or removal of the employee from the Contract. All Contractor employees working on this Contract are understood to be working under the direction and at the will of the Department's Project Manager.

#### 4.7.1.1 Maintenance Staff Location and Availability

Contractor staff whose primary function is performing work associated with this Contract shall be located in office(s) or warehouse(s) within five miles of the I-75 corridor within District One. The staff and their office locations shall be identified in the Proposal. The Contractor shall supply additional skilled staff from other locations, as requested by the Department.

#### 4.7.1.2 Position Descriptions

The Contractor-provided maintenance staff shall have the minimum qualifications as described in the Contract. The final quantities of each position shall be determined by the Contractor and agreed upon by the Department's Project Manager as part of the proposed Management Plan. The Contractor and/or Department shall have the ability to add staff that is not defined herein, at any time under the term of this Contract, as requested by the project requirement and staffing needs change.

Principal in Charge

A management position with experience in ITS and ITS components who supervises or oversees the ITS Project Manager on this Contract. This position is not expected to be utilized often but must be available if the need arises.

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Senior Engineer PE

A Florida registered PE with experience in ITS and ITS components who is also experienced in ITS design and specifications with the ability to sign and seal Plans and Reports. This position shall have ten (10) years of experience in ITS. This position is not expected to be utilized often but must be available if the need arises.

Engineer II/ITS Specialist II

Engineer EI or expert in their respective field / industry. They review the design of ITS systems for construction of new ITS systems or for the alteration of existing systems. This position is expected to have a high level understanding of ITS and ten (10) years of experience in ITS. This is a limited use position as needed.

Engineer/ITS Specialist

Design ITS systems within established specifications for construction of new ITS systems or for the alteration of existing systems. Ensure designed products operate or are constructed to standard specifications and are within operational and safety limits. This position is expected to have three (3) years of experience in ITS. This is a limited use position as needed.

ITS Project Manager

The Contractor shall designate an ITS Project Manager who is responsible for the day to day operations under this Contract. The Contractor's ITS Project Manager shall be responsible for all work necessary to provide for the general management, oversight, quality control, and administration of all Contract activities and support personnel. The Contractor's ITS Project Manager ensures that the requirements of the Contract are met on a daily basis at all times. The ITS Project Manager is responsible for ensuring that maintenance activities supporting the System are in accordance with this Contract, ITS Maintenance Procedures Handbook, Standard Operating Procedures (SOP), protocols, and policies. The Project Manager shall attend meetings as requested, which includes update meetings and construction meetings, often acting on behalf of the FDOT. This position is a full time position. The ITS Project Manager shall have a minimum of five years' experience in with a similar project for ITS device maintenance. The ITS Project Manager is responsible for ensuring all technicians are properly trained for the positions held.

The responsibilities include, but are not limited to, the following:

- Provide oversight of all work performed under this Contract;
- Follow direction set by the Department's Project Manager;

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- Perform project-related assignments to include the planning, organizing, and developing of complicated tasks as assigned by the Department;
- Direct oversight of project professionals and staff;
- Direct training and indoctrination of workers to improve performance and acquaint workers with Contract requirements, policies, and procedures;
- Recommend changes, review progress, and approve work products for the Maintenance Program;
- Recommend ITS equipment specifications and assist in developing operating procedures for ITS devices;
- Requisition tools, spare parts, equipment, and supplies required for maintenance operations;
- Train assigned staff in proper work methods and techniques and in the set up and use of equipment;
- Monitor allocated budget for spare parts and supplies and manage spare parts consumption and usage to ensure that budget levels are met;
- Track project budget, inventory, and tasks assigned, and provide monthly updates, status of work, and cost summaries;
- Prepare and submit monthly invoices, progress reports and other documents in a timely manner as required by this Scope of Services;
- Provide sufficient staff and resources for all tasks and activities throughout the duration of the Contract;
- Ensure that maintenance staff have the required qualifications and background check documentation before being employed by the Contractor;
- Meet as requested with the Department's Project Manager to review and discuss operations of the contract;
- Provide summary minutes as required by this Scope of Services after each meeting for review and approval by the Department;
- Coordinate activities of workers repairing, upgrading, modifying, or installing equipment or systems in order to improve existing equipment;

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- Interact with the Department's staff managers and consultants to review issues pertaining to equipment or systems performance and status;

- Attend meetings as directed by the Department to ongoing phase(s) of ITS construction meeting, utility coordination meeting, and others as directed; and

- Perform other tasks as assigned by the Department.

Deputy ITS Project Manager (DPM)

The DPM shall be able to assist the ITS Project Manager with daily operations and be able to perform those duties if the ITS Project Manager is not available. The DPM will assist the Project Manager with the Day to Day managerial issues such as scheduling, invoicing, tracking work orders, and general administrative tasks. The DPM shall have a minimum of two years' experience as a senior technician or similar role. This is a limited use position as needed.

Electrician

This classification includes tradesmen who are licensed electricians. It is expected that there will always be an electrician available when needed within a few days' notice. The Electrician must be licensed in Florida with a minimum of three (3) years previous ITS experience and/or training as a journeyman electrician or electrical inspector; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities. This is a limited use position as needed.

Senior Technician

This technician has advanced skill sets that exceed the Technician II level. These technicians are considered "Duty Experts" in their fields, by having demonstrated a higher aptitude of proficiency in troubleshooting and maintenance. This technician can also supervise the work of lower-level technicians. This classification may be certified in their respective fields, including but not limited to: network administrators, traffic signalization, etc. This position shall have a minimum of five (5) years previous ITS experience.

Technician II

The technician II is an intermediate level technician, who can work independently with little or no supervision. A level II technician has been exposed to and can adequately troubleshoot and make repairs to field devices, subsystems and/or construct new sites. Other level II technicians may work in trades that require the oversight or supervision of a licensed/Certified Sr. Technician. This position shall have a minimum of two (2) years previous ITS experience.

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Technician I

A level I technician is a basic or entry level technician who has no or very little ITS or trades experience. This technician requires extra supervision and can perform basic tasks and may have minimal computer experience. These technicians are laborers who can perform preventive maintenance tasks or be part of a construction crew with supervision of a higher-level technician.

Programmer

Programmers use computer program languages to develop, maintain test and debug computer software. Programmers use coding languages such as C, C++, SQL and Java to monitor and adjust a programs framework as well as create and maintain relational databases such as SQL Server and Oracle. This is on an as needed basis and expected to be available within five working days' notice.

Administrative Assistant

The Administrative Assistant position is responsible for non-technical support of the Contract. This position assists with creating reports, performing or assisting with non-technical tasks, shipping and receiving assistance and verifications and assisting with invoicing.

#### 4.7.1.3 General Appearance and Conduct

Contractor staff shall exercise good judgment in carrying out their duties and conduct themselves in such a manner that will reflect favorably upon the Department. The Department reserves the right to require removal of any Contractor employee from this Contract who cannot perform their duties to the satisfaction of the Department or damages the reputation of the Department and/or the Contractor.

Contractor staff will wear clean and neat uniforms. Contractor staff shall be required to wear a picture ID issued or approved by the Department. Uniforms are required for all maintenance and support staff and must include company logos to assist the Department and Florida Highway Patrol in identifying authorized personnel at the RTMC and at roadside work locations. The Contractor shall provide uniforms for all personnel working onsite at the SunGuide RTMC and in the field under this Contract. The Department shall approve uniforms prior to Contractor usage. All personnel shall be well groomed.

The Contractor shall continuously monitor personnel performance as part of its own management activity.

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#### 4.7.1.4 Training

The Contractor shall provide qualified instructors and all materials for training Contractor staff in the maintenance, operation, and troubleshooting of equipment, hardware, software, and firmware for all System devices. Department staff may participate in training with Contractor staff. Training shall be conducted on an as-needed basis and shall consist of formal classroom lectures as well as "hands-on" training that consists of working with actual equipment and testing of ITS devices and the entire System.

### 4.7.2 Personnel Vetting

During the term of the Contract, the Contractor shall provide resumes of all proposed primary maintenance staff and all new hires along with certification or documentation of the following: drug test results, criminal background check, drivers' licenses, and other information for approval prior to hiring. The Contractor shall be responsible for any costs associated with personnel vetting, background checks, criminal record checks, drug-free workplace certifications and other certifications required per the Contract documents for the term of the Contract.

#### 4.7.2.1 Background Check

Each of the Contractor's staff assigned to service this Contract must pass an FDLE background check to access the SunGuide RTMC for repair and coordination/progress meetings. The Contractor shall be responsible to provide the proper documentation to law enforcement for obtaining all background checks.

All staff assigned to work on-site at the SunGuide RTMC, and other staff who's job duties require it as designated by the Department, shall complete, and submit to the Joint Task Force Manager of the FHP, the Joint Task Force (JTF) for Law Enforcement communications application for security clearance to the State Law Enforcement Radio System (SLERS) prior to providing on-site services under the terms of this Contract. The Contractor shall submit to the Department's Project Manager the application results for all staff and the Department will coordinate the SLERS security clearance with the Florida Highway Patrol. Contractor's staff not receiving security clearance to the SLERS system by the JTF shall not provide on-site services under this Contract.

It shall be the responsibility of the Contractor's Project Manager to ensure coordination of the background checks for the term of this Contract.

The Department and Contractor reserve the right to reject any staff prior to being assigned duties.

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#### 4.7.2.2 Criminal Record Check

Individuals with felony conviction records shall not be hired. A criminal history record check shall be conducted by an approved Department agency and shall be provided by the Contractor to the Department for each employee before hire or access to the RTMC. These criminal record checks shall go back as far as the employee's birth. The Contractor shall perform criminal checks annually for all Contractor staff. Additionally, the Department may elect to have the Contractor perform periodic criminal record checks on Contractor staff.

#### 4.7.2.3 Drug-Free Workplace Certification

The Contractor shall provide proof, by a licensed medical practitioner or technician, that all Contractor staff is drug-free in accordance with Section 112.0455, *Florida Statutes*, prior to beginning operations. The Contractor shall submit the proof described above for staff every year thereafter.

### 4.8 Materials to be Furnished

#### 4.8.1 Contractor Facilities

The Contractor shall provide warehouse(s) space/support as needed to meet the Contract requirements to store the Department's spare parts, portable generators, and MOT related equipment.

#### 4.8.2 TMC Devices, Field Devices, and other Hardware

All equipment and component parts that are furnished will be new, unused, will meet all requirements of this Contract, and will be in operable condition at the time of delivery. All parts will be of high-quality workmanship and no part or attachment will be applied contrary to the manufacturer's recommendations or standard practice. If authorized by the Department, working parts recovered from damaged Department equipment may be used if such use does not negatively impact the warranty of equipment in which it is installed.

The Contractor shall be responsible for determining the quantity and type of spare parts to stock in the warehouse to keep the System operational as defined in this Scope of Services. The Contractor shall provide the Department with a list of spare parts (quantity and type) for approval prior to the end of the Transition Period.

The Contractor shall provide their own server and software, if necessary, to operate any Maintenance Management Software. The Department will provide space for the server, if needed, at the SWIFT Center. The Contractor shall be responsible to provide and connect all ancillary devices to make their Maintenance Management Software operational.

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### 4.8.3 Software

For the performance of work described in the contract, the Contractor is expected to use, purchase, or have available computer software including, but not limited to:

- SunGuide software (to be provided by the Department at SunGuide RTMC);
- Maintenance management software, including trouble ticketing and inventory software (to be provided by the Contractor);
- ITSFM software (to be provided by the Department);
- ITS device manufacturer/vendor software;
- Various Microsoft Office Products and software required to perform ITS Maintenance services;
- Other software as requested by the Department

### 4.8.4 Incidental Materials

The Contractor shall be responsible for providing incidental materials that are necessary to perform the general nature of work described in this Contract.

### 4.8.5 Equipment, Machinery, Tools, and Vehicles

The Contractor shall provide on-site equipment including, but not limited to, bucket trucks, cranes, inspection/maintenance trucks/vehicles, field engineering equipment, air compressor, machinery, tools, materials, cellular phones, and other equipment necessary to perform the service required under this Contract. The Contractor shall provide all the machinery, equipment, tools and vehicles necessary to perform the services required under this Contract.

The Contractor shall have at a minimum one on-site bucket truck capable of reaching 40 feet in height exclusively for use under this Contract. In addition, the Contractor shall provide a bucket truck capable of reaching 60 feet in height within 24 hours of the request by the Department's Project Manager (or his/her designee) or as needed by the Contractor. The Contractor shall also provide a bucket truck capable of reaching 100 feet in height within 10 calendar days of the request by the Department's Project Manager (or his/her designee) or as needed by the Contractor. Bucket trucks are considered tools of the trade and will not be reimbursed by the Department.

The Contractor shall provide maintenance and inspection vehicles for the ITS Maintenance Contractor staff who perform field services. The Contractor shall provide one on-site

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environmentally controlled van or trailer accustomed for conducting fiber optic fusion splicing and other similar type of work inside the van or trailer. All vehicle(s) shall have sufficient towing and hauling capabilities to carry out the tasks specified in this Contract.

The Department currently has four DP7500 portable generators and eight T30 mobile generators that are warehoused by the existing Maintenance Contractor. The Department is in the process of permanently mounting the eight mobile generators. However, not all of the generators may be permanently mounted prior to the beginning of this contract. The Contractor shall be responsible for all equipment, machinery, tools, and vehicles for deploying these generators in accordance with the FDOT District 1 Generator Analysis Final Report (see Appendix 3) for power during emergencies. The four portable generators are deployed to existing generator field cabinets. The Contractor may also be responsible for deploying additional portable generators obtained by the Department during declared emergencies.

Contractor logos shall be required on vehicles and equipment dedicated for use and performance of work under this Contract. Contractor vehicles that are regularly used to perform work under the Contract must have the following markings: Contractor logo, SunGuide logo, and any other safety messages required for vehicles stopping on limited-access facilities to conform to all safety agency regulations. Vehicles shall be outfitted with the appropriate strobe and safety lights required to perform their field duties.

The Contractor shall be responsible to provide a new laptop computer with docking station for each primary maintenance staff. The laptop shall be compatible with the System network. Computers and individuals using Department technology resources shall comply with the Security and Use of Information Technology Resources policy of the Department.

The cost of all typical machinery, equipment, tools, trailers, and vehicles (with trailer hitch) including, but not limited to pliers, multi-meters, crimp tools, Ethernet packet sniffers, hammers, shovels, battery or electrical power tools, laptop computers, video monitors, and other equipment necessary to perform the services required under this Contract shall be the Contractor’s responsibility. The Contractor shall be responsible for maintaining their equipment, machinery, tools, and vehicles, and all fixed and recurring costs for these items throughout the term of this Contract.

The cost of consumable parts required for maintenance, such as but not limited to: electrical tape, paint, cat 5 cables, fiber optic cable jumpers, markers, screws, steel bands, weed killer chemicals, degreasers, rain-X ®, etc., shall be included in the Contractor’s fixed fee (unit total cost) amounts.

The Contractor’s individual personnel communication devices (i.e. Cellular phones, beepers, wireless internet access devices etc.) and recurring cost shall already be included in the Contractor’s Billing Rates as overhead. This cost is not an allowable Contract charge and shall not be billed as direct expenses to the Department.

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All measurement equipment and tools shall be calibrated by the manufacturer's certified calibrator and be calibrated on the frequency required by the manufacturer. These equipment and tools include, but are not limited to:

- OTDR,
- Oscilloscopes,
- Waveform and video generators,
- Multi-meters,
- Inductance Meters;
- Power Meters;
- Earth ground testers,
- Spectrum Analyzers;
- Fiber splicing equipment; and
- Network Analyzers.

The Contractor shall be responsible for providing all measurement equipment and tools necessary to perform the services outlined in this Contract. The Department may, at its sole discretion, provide certain maintenance and measurement tools/equipment for the Contractor to use under this Contract.

The Contractor shall maintain and inventory all equipment and tools provided by the Department. The Contractor shall ensure that all warranties remain valid on all equipment and that they are properly calibrated for the duration of the Contract.

### 4.8.6 Special Tools

When the Contractor encounters a repair or for any installation project that requires a special tool or machinery, it shall be the Contractor's responsibility to purchase the required tool or rent the tool/machinery. The Department will not reimburse the Contractor for any tool or machinery needed to perform the services outlined in this Contract.

#### 4.8.6.1 Control of Equipment

The Contractor shall maintain and store equipment associated with this Contract at the Contractor's warehouse location(s) approved by Department's Project Manager or at the SunGuide RTMC if designated by the Department. Storage locations shall be marked specifically for this Contract and shall not be used for any other purposes. Parts or equipment to be stored outside the Contractor's storage area shall be authorized by the Department's Project Manager; by default all spare parts or equipment not installed and operating shall be stored at the storage area dedicated to this project as approved by Department's Project Manager.

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The Contractor shall secure a new storage container(s), as necessary, under this Contract to store spare parts at the location(s) designated by the Department. The Department may elect for the Contractor to pick-up and deliver parts as needed to locations in the geographic coverage area of this Contract.

### 4.8.7 Parts Procured by Contractor

For the duration of the Contract, the Department may request the Contractor to purchase parts needed for performing the Services stated in the Contract. For all such purchases, the Contractor shall secure three estimates for each part and prepare and submit a cost estimate of all anticipated parts (lowest price) to the Department for review and approval, prior to the actual purchase. If federal funds are NOT being used for the purchase and the purchase price of the part is less than $2,500 the Contractor is only required to obtain two quotes.

The Contractor shall submit to the Department, the original or copy of the manufacturer/vendor invoice to receive reimbursement for parts purchased for this Contract. The Contractor shall be allowed to charge a 5% mark-up to the Department for any parts (approved by the FDOT's Project Manager or his/her designee) purchased using this Contract. The 5% mark-up is not allowed for the tax or shipping portion of the purchase.

All parts purchased by the Contractor shall be tied to a specific Task Work Order. Failure to adhere to this framework shall result in non-payment or reimbursement to the Contractor. In addition, the Contractor shall be assessed a Non-Performance invoice reduction, receive a poor performance evaluation and/or may cause the Department to terminate the Contract. The decision of the Department's Project Manager shall be final.

## 4.9 Criteria for Performance Evaluation (Performance Measures)

Throughout the term of the Contract, the Department will conduct reviews of various phases of the Contractor's operations to determine compliance with the Contract and the sufficiency with which control procedures are applied to assure activities are in conformity with Contract provisions and Department procedures. Activities include ITS maintenance device availability (uptime), data management and general performance measures. The frequency of the Contractor performance review shall be on a quarterly basis.

Immediate remedial action is required for deficiencies to correct work that is not at the level of accepted performance. Failures to correct deficiencies shall result in assessment of non-performance penalties.

### 4.9.1 Staff Performance

Contractor staff performance shall be reviewed with regard to work quality, professionalism, reliability, and punctuality, and other performance assessments consistent with Department policy.

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### 4.9.2 Contractor Staff Availability and Responsiveness

The Contractor shall be evaluated with respect to overall responsiveness to Department's requests. Contractor staff assigned to this Contract shall be evaluated with respect to reliability and responsiveness. Response times longer than those agreed upon between the Contractor and the Department or instances when the Department is unable to reach the Contractor to request services under this Contract will negatively impact the performance evaluation.

### 4.9.3 ITS Maintenance Device Availability/Device Uptime

ITS maintenance device availability is an important Contract performance indicator. The ITS maintenance device availability shall be calculated using the Department's Network Management Software (NMS) which currently is SolarWinds. At a minimum, the ITS maintenance device availability percentages shall be monitored and reported for the following:

- CCTV cameras
- Network Devices
- DMS
- Vehicle Detection Systems
- HAR
- RWIS

The Contractor shall ensure that the ITS maintenance device availabilities for repairs classified as routine, shall meet or exceed the goals in the table below.

**Table 4.9.3-1: ITS Maintenance Device Availability Goals**

| ITS Device | ITS Maintenance Device Availability Goal |
|---|---|
| CCTV Cameras | 99.0% |
| Network Devices | 99.0% |
| DMS | 99.0% |

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| ITS Device | ITS Maintenance Device Availability Goal |
|---|---|
| Vehicle Detection Systems | 95.0% |
| HAR | 95.0% |
| RWIS | 95.0% |

Anything less than 100 percent functional is considered "down." The Department shall be responsible for the operation and maintenance of the NMS used to monitor and manage the System communications network. The Department shall configure the NMS to communicate with ITS field network devices via simple network management protocol, allowing field devices to be auto-discovered, monitored, and controlled. The NMS determines and displays physical and logical connectivity in networks as well as information pertaining to protocols running over the network. The Department shall expand the NMS as the growth of the System network warrants.

The Contractor shall be responsible for developing an availability report within the first 30 days of the contract (**official deliverable**) and submit it for approval to the Department's Project Manager. Availability reports using a tabular format with line charts that display average monthly ITS device availability and also display historical device system availability carried forward for the duration of the Contract are acceptable. The Contractor shall coordinate the final format of reports with the Department's Project Manager. The Contractor shall develop the report using data recorded in the NMS and in conjunction with information collected through RTMC operations and the Department's Project Manager.

The report shall include the uptime of all device systems and subsystems, including but not limited to devices shown in Table 4.9.3-1. This information shall be included with the monthly report and as a stand-alone calendar year annual report (**official deliverable**) documenting the total downtime and percentage available, i.e., 99.999 percent for that year per device, with a weighted average for the total equipment percentage reported. The annual report shall be submitted for approval to the Department's Project Manager by January 31, of each year. Downtime related to incidents or natural disasters shall be recorded separately from all other System failures.

The Contractor shall bid and include all report development costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

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### 4.9.4 Response and Repair Times

The Contractor shall be evaluated with respect to both response and repair times specified in this Contract (refer to section 4.4.3.2 Repair Service Response Times and section 4.4.3.3 Acknowledgement Times).

### 4.9.5 General Performance Measures

General performance measures shall be used to indicate how well the Contractor is adhering to their proposal for this Contract and complying with the requirements of this Contract. General performance measures include, but are not limited to:

- Quality of the work performed by the ITS Maintenance Contractor staff;
- Adherence to proposed staffing plan;
- Adherence to operating hours and Contract schedules;
- On-time contract reports and invoices submittals;
- Prompt response to failure responses;
- Adherence to Preventive Maintenance Plan;
- High upkeep of the ITS Maintenance Device Availability metrics;
- Overall adherence to Contract requirements;
- Flexibility and adaptability of the ITS Maintenance Contractor to Department's needs;
- Other measurements as deemed necessary by the Department.

## 5 SERVICES AND MATERIALS PROVIDED BY THE DEPARTMENT

### 5.1 Contract Management

The Department will assign a Project Manager to be responsible for coordination with the Contractor and the direct management of their personnel as required who are performing work on behalf of the Department under this Contract.

The Department's Project Manager (or his/her designee) will administer this Contract to assure the Contractor is complying with the work described in the Contract. The Department's Project Manager (or his/her designee) will enforce the terms of the Contract.

The Department's Project Manager (or his/her designee) will assess penalties/invoice reductions based on Contractor's performance as per the Contract terms. The Department's Project Manager (or his/her designee) will perform Contractor Performance Evaluations on recurring basis for the term of the Contract.

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## 5.2 Coordination

The Department's Project Manager will assist the Contractor with coordination of activities and maintenance activities with other stakeholders and work performed on behalf of the Department under this Contract.

## 5.3 Access to Facilities

The Department will provide access to Department facilities and resources in accordance with Department policies and procedures.

## 5.4 Spare Parts and incidental materials

The Department may choose to directly purchase ITS devices, parts, and other materials. The Contractor will take full responsibility for safeguarding materials provided by the Department in accordance with the requirements of this Contract.

The Department has spare parts and portable generators located at the current Contractor's warehouse. The incoming Contractor is responsible for relocating parts to their approved storage warehouse(s). Payment for relocation of parts and incidental materials shall be included within the Transition Plan upset limiting amount price (lump sum) section of the Exhibit "C", Contract Price Proposal. The Contractor will take full responsibility for safeguarding materials provided by the Department in accordance with the requirements of this Contract. The Contractor is responsible for receiving and inventory of all existing parts and portable generators and all parts ordered by the Department or the Contractor.

## 5.5 Property of the Department

All work performed by the Contractor pursuant to this Contract, including, but not limited to, the preparation of all plans, specifications, maps, schedules, estimates, software products, electronic computer files, reports prepared or obtained under this Contract, as well as all data collected, together with summaries and charts derived there from, shall be considered works made for hire and shall become the property of the Department upon completion or termination without restriction or limitation on their use and shall be made available, upon request, to the Department or the Department's Project Manager (or his/her designee) at any time during the performance of such services and/or upon completion or termination of this Contract. Upon delivery to the Department or the Department's Project Manager (or his/her designee) of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Contractor shall not copyright any material and products or patent any invention developed under this Contract.

The Contractor guarantees that upon termination of any personnel under this Contract that they shall bear the responsibility of immediately returning all Department property (if applicable) to the Department or the Department's Project Manager (or his/her designee). In the event that the Contractor is unable to return the said items, they shall notify the

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Department or the Department's Project Manager (or his/her designee) and bear any costs associated with ensuring the security of the Department.

### 5.5.1 Intellectual Property

All hardware, software, firmware, source codes, compilers, tools, operations manuals and documentation developed, procured or used on this Contract will become the property of the Department after final acceptance (except for Contractor owned proprietary software developed and updated by the Contractor without using Department funds). Ownership of the software by the Department shall include the right to reproduce, install, use, and distribute any and all materials to any entity or individual within the Department or representatives thereof, as determined by the Department, without any additional compensation to the Contractor, suppliers, or vendors.

Works for Hire

The Department shall retain all rights and interests in, and title to, all intellectual property and products which are developed in whole, or in part, under this Contract. The Department reserves the right to waive all rights and interests in, and title to, any and all intellectual property and products which are developed in whole, or in part, under this Contract if it is deemed by the Department to be in the best interest of the Department.

Escrow of Source Code (If applicable)

The Contractor shall maintain in escrow a copy of the source code for the licensed software. With each new release of the software provided to the Department, the Contractor shall maintain the updated source code in escrow.

In the event the Contractor files for bankruptcy or ceases operations for any reason, the Department shall promptly be provided the current source code in escrow. The Department will only use the source code to support the licensed software subject to the same nondisclosure provisions of this Contract.

Machines or Computer Hardware/Software

The Contractor, without exception, shall save, defend and hold harmless the Department and its employees from liability of any nature or kind, including cost and expenses, for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation or use of articles supplied hereunder with equipment or data not supplied by Contractor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement. Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for

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the Department the right to continued use of, or replace or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the Department agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction. If the Contractor uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood that, without exception, the contract price shall include all royalties or other costs arising from the use of such design, device, or materials in any way involved in the work.

# 6 CONTRACT MONITORING, PROGRESS REPORTING, COORDINATION AND SUBMITTALS

The Department will use Contractor reports and periodic contact with the Contractor to monitor the Contract and Contractor compliance with agreement terms and conditions, applicable laws, and regulations. Contract monitoring will also be used to verify that activities are being or have been performed in accordance with this agreement; that deliverables have been completed; that funds have been accounted for and used appropriately; and that the goals and objectives of this Contract are being met by the Contractor.

The Contractor is required to develop and maintain a two-week “look ahead” schedule to assist with coordination and monitoring of work performed under the Contract. Coordinate the format of the schedule and the frequency of updates with the Department Project Manager.

Every month, the Contractor shall prepare and attend at a minimum, 2 contract progress reporting meetings, which are the bi-weekly meeting and the monthly meeting. The Contractor shall also attend other meetings as requested by the Department.

## 6.1 Status Meetings and Reports

The Contractor shall maintain complete and accurate records, in hard copy and electronic file acceptable to and approved by the Department for all System maintenance activities and any other events relating to the Contract. All documentation shall be kept in the Contractor’s office or other Department-designated location(s).

Upon the completion or termination of the Contract, all project records and files shall be delivered to the Department within 30 calendar days prior to submittal of the final invoice by the Contractor. Final payment shall not be rendered by the Department until all of the conditions of the Contract have been met. The Contractor shall provide all reports and information as stated in this Scope of Services document and as determined by the Department during the term of the Contract.

The Contractor shall keep a documented log of each and every device location as outlined in Section 4.1.6 of this Scope of Services. Preventive and routine maintenance, repair logs,

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parts replacement, special notes, recommendations, and equipment warranty records (if available) shall be included as part of the device log. Multiple device logs can be compiled into a single site log if multiple devices are at a single location. This log shall be presented to the Department prior to the Bi-weekly and Monthly Meetings. The format of the document shall be in an Excel 2003 or later format and shall be in a sortable column format that has been pre-approved by the Department.

It shall be the Contractor's responsibility to maintain complete and accurate records of all work activities and all other events relating to this Contract. Project records shall include, but not be limited to, such items as status reports, meeting notes, cost proposals, invoices, current and historical inventory records, locate tickets and reports, updated as-built plans, time sheets, and Contractor's staff records. Project files shall contain all correspondence to and from the Contractor and subcontractors; consultants; manufacturers; equipment Contractors; local, state, and federal agencies; etc., as related to this Contract. These files shall also include all materials information obtained by or given to the Contractor. All records shall be categorized and organized by date, activity, and subject. Paper documentation shall be scanned into an electronic format and become part of an electronic document repository for the Contract.

The project files shall be established such that they can be delivered to the Department's Project Manager.

### 6.1.1 Bi-Weekly Meeting and Report

The Contractor shall schedule a bi-weekly contract status meeting on the fourth Thursday of every month for the term of this Contract unless otherwise directed by the Department. On occasions, when the Department is closed for a holiday, the Contractor shall reschedule the meeting to the next business day. The Contractor shall supply a Bi-weekly Status Report **(official deliverable)** describing all activities to the Department's Project Manager. The bi-weekly status report along with Meeting Agenda **(official deliverable)** shall be submitted to the Department for review at a minimum 2 business days prior to the bi-weekly meeting to ensure sufficient review time for the Department staff. The Contractor shall provide preliminary Meeting Minutes **(official deliverable)** within 5 business days of the bi-weekly meeting for review and approval by the Department. The Contractor shall provide final Meeting Minutes **(official deliverable)** within 10 business days of the bi-weekly meeting incorporating all comments made by the Department. The bi-weekly status reports, meeting agendas and minutes shall commence at Contract Start Date and shall continue for the duration of the Contract. The bi-weekly status report shall include descriptions of all services performed and results of testing conducted during the report period, which is typically the first 2 weeks of that month. The report format shall be coordinated with the Department's Project Manager. The bi-weekly status report shall include at a minimum, but not be limited to, the device records (outlined above in this Scope of Services) and:

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- Any other information as deemed necessary by the Department.

The Contractor shall bid and include all bi-weekly meeting attendance, requirements, and report development costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

### 6.1.2 Monthly Meeting and Report

The Contractor shall schedule the monthly meeting on the second Thursday of every month for the term of this Contract unless otherwise directed by the Department. On occasions, when the Department is closed for a holiday, the Contractor shall reschedule the meeting to the next business day. The Contractor shall supply a Monthly Status Report **(official deliverable)** describing all activities to the Department's Project Manager. The monthly status report along with Meeting Agenda **(official deliverable)** shall be submitted to the Department for review at a minimum 2 business days prior to the monthly meeting to ensure sufficient review time for the Department staff. The Contractor shall provide preliminary Meeting Minutes **(official deliverable)** within 5 business days of the monthly meeting for review and approval by the Department. The Contractor shall provide final Meeting Minutes **(official deliverable)** within 10 business days of the monthly meeting incorporating all comments made by the Department. The monthly status reports, meeting agendas and minutes shall commence at Contract Start Date and shall continue for the duration of the Contract. The monthly status report shall include descriptions of all services performed and results of testing conducted during the report period, which is typically the previous calendar month. The report format shall be coordinated with the Department's Project Manager. Samples of the monthly status report, meeting agenda and summary minutes are included in Appendix "5" for the Contractor's reference only. The monthly status report shall include at a minimum, but not be limited to, the device records (outlined above in this Scope of Services) and:

- Monthly average ITS maintenance device availability for ITS subsystems e.g. CCTV cameras, DMS, VDS, RWIS, HAR, Network Devices, etc.
- Special Projects;
- ITSFM updates;
- Inventory updates;
- Vandalism or theft activity updates;
- Contractor Staffing and personnel updates; and
- Any other information as deemed necessary by the Department.

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The Contractor shall include the monthly preventive maintenance schedule and monthly preventive maintenance report as part of the monthly status report. The Contractor shall refer to Scheduled Preventive Maintenance section of this Contract for report requirements.

The Contractor shall include the monthly parts purchase projection and monthly spare parts report as part of the monthly status report. The Contractor shall refer to the Parts Procurement and Inventory sections of the Contract for report requirements.

The Contractor shall bid and include all monthly meeting attendance, requirements, and report development costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

### 6.1.3 Annual Meeting and Report

The Contractor shall prepare and organize an annual contract status meeting every year during the term of the Contract at the SWIFT RTMC before July 31 each year. The annual Meeting Agenda **(official deliverable)** shall be submitted to the Department for review at a minimum 3 business days prior to the annual meeting to ensure sufficient review time for the Department staff. The Contractor shall provide preliminary Meeting Minutes **(official deliverable)** within 5 business days of the annual meeting for review and approval by the Department. The Contractor shall provide final Meeting Minutes **(official deliverable)** within 10 business days of the annual meeting incorporating all comments made by the Department. The Contractor shall submit the draft Annual Contract Status Report **(official deliverable)** two weeks prior to the meeting for Department's review and approval. The Contractor shall submit the final Annual Contract Status Report **(official deliverable)** before September 1 each year incorporating all comments made by the Department. The reporting period of the annual contract status report shall be from July 1 of previous year through June 30 of current year. The annual contract status report shall include an overall summary of the ITS maintenance activities within that year. At a minimum, the annual contract status report shall describe the major accomplishments and lessons learned during the reporting period, as well as planned activities for the upcoming year of the District One ITS Maintenance Program. The report format shall be coordinated with the Department's Project Manager.

The Contractor shall bid and include all annual meeting attendance, requirements, and report development costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

## 6.2 ITS Maintenance Procedures Handbook Update

The Contractor shall review and provide annual updates to the FDOT District One ITS Maintenance Procedures Handbook document. The current District One ITS Maintenance Procedures Handbook is attached as Appendix "4". During the Contract's Year 1, the Contractor shall update and submit the draft ITS Maintenance Procedures Handbook

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document **(official deliverable)** on or before December 15, 2018, to the Department for review and approval. The Contractor shall submit the final updated Annual ITS Maintenance Procedures Handbook document **(official deliverable)** incorporating all comments made by the Department two weeks after the Department provides comments. Thereafter, the Contractor shall perform annual updates for new device/component additions, changes in maintenance procedures and other updates as directed by the Department. The ITS Maintenance Procedures Handbook shall establish guidelines and procedures for maintenance responsibilities and create an atmosphere conducive to teamwork, accuracy, consistency, and professionalism. The Contractor shall submit the draft updated Annual ITS Maintenance Procedures Handbook document **(official deliverable)** before June 30, each subsequent year for Department's review. The Contractor shall submit the final updated Annual ITS Maintenance Procedures Handbook document **(official deliverable)** before August 1, each subsequent year incorporating all comments made by the Department.

The Contractor shall bid and include all ITS Maintenance Procedures Handbook initial update and annual update development costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

### 6.3 ITS Device Network and Dependency Diagram (OPTIONAL TASK)

This is an optional task. The Department may request this work at any time during the Contract period or not at all.

The Contractor shall develop, update and submit an ITS Device Network and Dependency Diagram to the Department for review and approval on an annual basis. At a minimum, the ITS Device Network and Dependency Diagram shall show the relationship and dependency of each ITS device with respect to other devices along the corridor (e.g. communications and network architecture dependency, electrical dependency, device co-location, etc.) and each device connections to the fiber optic cable backbone, communication hubs and the SunGuide RTMC. Every year after the initial diagram is developed (OPTIONAL) the Contractor shall field verify all devices with regard to the diagram, update or develop the missing portions for new device/component additions, changes in configuration, and other updates as directed by the Department and submit the ITS Device Network and Dependency Diagram in electronic format to the Department for review and approval. The Contractor shall coordinate with the Department on the format of the ITS Device Network and Dependency Diagram.

The Contractor shall bid and include all ITS Device Network and Dependency Diagram initial development and annual update development costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

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## 6.4 Monthly Invoicing and Progress Reports

The Contractor shall prepare and submit monthly invoices and progress reports **(official deliverables)** to the Department for review and approval. The invoice and progress reports shall be prepared and organized with all necessary backup information as requested by the Department. The Invoice and Progress Report shall contain at a minimum, but not limited to, the following:

- Contract number;
- LOA/TWO numbers;
- Purchase order numbers if applicable;
- Ticket information for repairs;
- Employee timesheets (if applicable);
- Subconsultant invoices;
- Vendor invoices;
- All receipts of all materials purchased; and,
- Others as requested by the Department.

In addition, the Department's Project Manager (or his/her designee) may require other back-up information from the Contractor to justify the services provided and invoiced to the Department e.g. hours being invoiced, materials purchased, clarification in taxes paid, etc. The Department shall assess a lower grade in the monthly performance evaluations for late invoice submittals. Invoice period shall be for a calendar month and invoices shall be submitted to the Department by the Contractor within 30 calendar days from the end of the invoice period.

When the Contractor's invoice includes billing of the Contractors' staff hours for any services performed, the Contractor shall submit the timesheets for all staff including Sub-Contractor staff. The Contractor shall ensure that the hours submitted on the timesheets include a description for the work performed i.e. approved LOA/TWO number so that when the Contractor and Sub-Contractor staff work on various LOA/TWO's it can be tracked via the timesheets. The Contractor shall be responsible for all back-up information submitted with each invoice including information provided by their Sub-Contractor.

Within 15 calendar days of Contract Start Date, the Contractor shall coordinate and seek approval of the invoice and progress report format from the Department's Project Manager. However, during the term of the Contract, the Department may request the Contractor to

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adjust or modify the invoice and progress report formats and the Contractor shall accommodate all such requests.

The Contractor shall bid and include all Monthly Invoice and Progress Report development costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

## 6.5 Transition Period/Plan

The Contractor shall be responsible for developing a Transition Plan **(official deliverable)** and submitting it for approval to the Department's Project Manager within 7 calendar days after Contract execution date. The transition plan shall detail how the Contractor will work with the incumbent ITS Maintenance Contractor to ensure a seamless transfer of maintenance service and to ensure continuous 24 hours a day, 7 days a week system operation and functionality of all components of the System. The transition period is a 30 day period (most likely start date will be the Contract NTP date and will run for 30 days). During the transition period, all ITS Maintenance tickets will be responded by the existing Contractor and all ITS Maintenance activities will be conducted by the existing Contractor. However, it is expected that the new ITS Maintenance Contractor will begin the required transition services including completing any pending training, and provide staffing resources including onsite and field personnel to take over maintenance responsibilities and learn the intricacies of the existing System. The new Contractor will be responsible for relocating all Department owned equipment to their warehouse and must work with the existing Contractor. The new Contractor must inventory all items to ensure they are receiving what is on the existing Contractor's inventory list and must certify in writing to the Department of a complete/incomplete inventory noting any items deemed to be missing.

The new ITS Maintenance Contractor will bid a lump sum limited amount cost between a low of $1.00 up to a maximum of $100,000 for the services conducted during the Transition Period. Upon the completion of the transition period the new ITS Maintenance Contractor will assume all responsibilities of District One ITS Maintenance and provide services as per the Contract documents. The Transition Plan development shall not be paid for separately but shall be part of the lump sum limited cost for Transition Period Services of the Exhibit "C", Contract Price Proposal.

Contract Start Date - The Contract Start Date for this Contract will begin at the end of the Transition Period, from which point, the new ITS Maintenance Contractor will assume responsibilities for providing all services as stated in the new ITS Maintenance Contract.

Transition Period - For this Contract, the Transition Period is a 30 day period following the Contract NTP to the Contract Start Date. This 30 day period is to allow the Contractor to mobilize and transition from the existing Contract to the new Contract.

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## 6.6 Project Management Plan

The Contractor shall be responsible for developing a Project Management Plan **(official deliverable)** and submitting it for review and approval to the Department's Project Manager within 14 calendar days after Contract NTP. The Project Management Plan shall include, but not be limited to, the Contractor's staffing plan, hiring plan, tiered staff support plan, hurricane evacuation plan, emergency response plan, generator maintenance and refuelling plan, field and office staff internet access, cellular phones, computer and vehicle maintenance plan, and other topics as requested by the Department.

The Project Management Plan development shall not be paid for separately but shall be part of the lump sum limited amount cost for Transition Period Services of the Exhibit "C", Contract Price Proposal.

# 7 SUBMITTALS/DELIVERABLES

Submittals and deliverables have been identified throughout this Scope of Services. They include but are not limited to the following:

- Preventive Maintenance Plan
- Monthly Preventive Maintenance Schedule and Report
- Diagnostic Report and Final Repair Report
- Device Inventory
- Annual Significant Value ITS Infrastructure Inventory Report
- Bi-Weekly Status Report (including Device Records/Logs), Meeting Agenda, Preliminary and Final Meeting Minutes
- Monthly Status Report (including Device Records/Logs and Device Uptime Report), Meeting Agenda, Preliminary and Final Meeting Minutes
- Annual Meeting Agenda, Preliminary and Final Meeting Minutes, Draft and Final Status Report (including Annual Device Uptime Report)
- ITS Maintenance Procedures Handbook Draft and Final Updates
- Monthly Invoice and Progress Report
- Transition Plan
- Project Management Plan

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It is the Contractor's responsibility to ensure all submittals and deliverables are submitted in a timely manner.

## 8 WORK AUTHORIZATION AND COMPENSATION

Work authorization and compensation is described in the attached Exhibit "B", Method of Compensation.

## 9 FINANCIAL CONSEQUENCES

### 9.1 Non-Performance Penalties

This Contract contains non-performance penalties. The Contractor acknowledges that failure to complete the services by the completion date designated on the Contract document or LOA/TWO, or failure to meet the up-time requirements, other requirements and performance metrics established in the Contract shall cause the Department to incur damages and seek compensation. Therefore, the Department shall reserve the right to assess the Contractor penalties that shall be deducted from the monthly Contractor invoice. Application of this non-performance reduction in payment will not waive the Department's right to terminate this Contract in the interest of the Department.

The infractions that shall activate the invoice payment reductions for Non-Performance shall include, but not limited to:

- Not meeting the device uptime goals outlined in this Scope of Services - $500.00 per each device group goal not met, per day.
- Not providing the Preventive Maintenance Plan Schedule when required - $500.00 per occurrence, per day.
- Not providing the maintenance device equipment logs when required - $250.00 per occurrence, per day.
- Not conducting scheduled preventive maintenance within the monthly time frame as required - $250.00 per occurrence, per day until the scheduled devices are completed.
- Not meeting the repair services response times - $250.00 per occurrence.
- Not meeting the On-Call acknowledgement response times - $150.00 per occurrence.
- Not fulfilling warranty requirements - $500.00 per occurrence, per device.

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- Not performing an authorized task within the specific time - $100.00 per occurrence, per day.
- Not meeting dress code - $150.00 per occurrence.
- Not submitting progress reports on time - $250.00 per occurrence, per day.
- Not submitting invoices on time - $250.00 per occurrence, per day.
- Not keeping generators fueled - $100.00 per site, per day

### 9.2 Invoice Payment Reductions

The Department will reduce invoice payments in order to assess penalties as a result of poor Contractor performance.

## 10 OPTIONAL SERVICES

At the Department's option, the Contractor may be requested to provide optional services. Typically, the fee for these optional services is negotiated in accordance with the terms detailed in Exhibit "B", Method of Compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the service(s). A supplemental agreement adding the additional services shall be executed to the Contract.

At the Department's option, the Contractor may be requested to perform Maintenance Services to any Traffic Signal System in District One.

## 11 APPENDIX 9: FEDERAL AID TERMS AND CONDITIONS

**Insert the current version of Form 375-040-40 and mark as appropriate.**

## 12 APPENDIX 10: INFORMATION TECHNOLOGY RESOURCES

**Insert the current version of Form 375-040-29 and mark as appropriate.**

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# APPENDIX

**APPENDIX 1: SAMPLE ANNUAL SIGNIFICANT VALUE ITS INFRASTRUCTURE INVENTORY REPORT**

**APPENDIX 2: ITSFM TECHNICAL MEMORANDUM "IMPLEMENTATION GUIDELINES AND MINIMUM REQUIREMENTS FOR DISTRICT ONE"**

**APPENDIX 3: FDOT DISTRICT ONE GENERATOR ANALYSIS FINAL REPORT**

**APPENDIX 4: DISTRICT ONE ITS MAINTENANCE PROCEDURES HANDBOOK**

**APPENDIX 5: SAMPLES OF THE MONTHLY STATUS REPORTS, MEETING AGENDA AND MINUTES**

**APPENDIX 6: COLLIER AND LEE COUNTIES I-75 ITS FMS PLANS**

**APPENDIX 7: CHARLOTTE COUNTY I-75 ITS FMS PLANS**

**APPENDIX 8: SARASOTA AND MANATEE COUNTIES I-75 ITS FMS PLANS**

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State of Florida
Department of Transportation




DISTRICT ONE

# EXHIBIT "B"
# Method of Compensation

## District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One

| | |
|---|---|
| Financial Project Number: | |
| Proposal/Contract Number: | RFP-DOT-[illegible]-DR |

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**Exhibit B – Method of Compensation**
**District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One**

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**Exhibit B – Method of Compensation**
**District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One**

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**Exhibit B – Method of Compensation**
**District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One**

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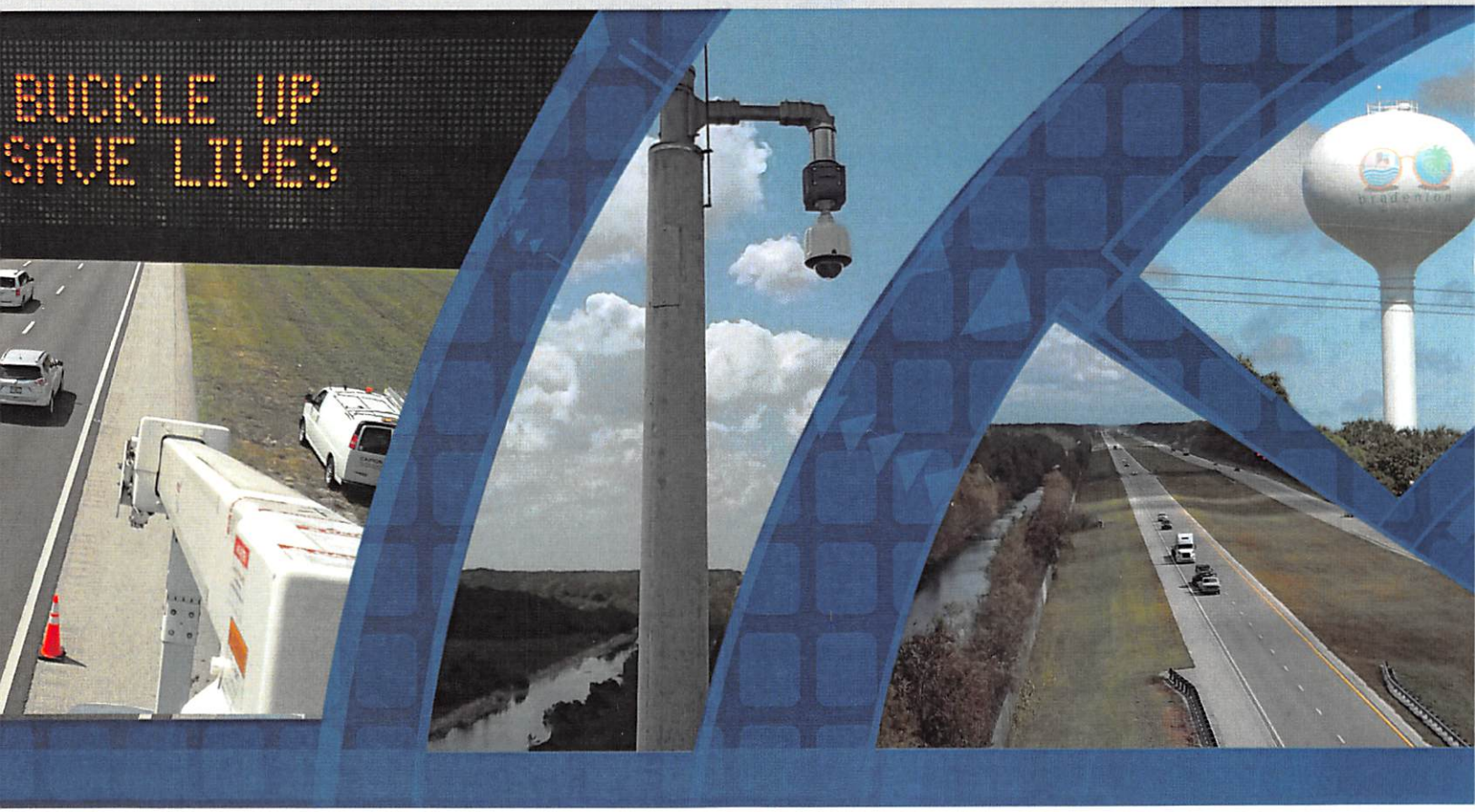
**Exhibit B – Method of Compensation**
**District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One**

FI□□□□I□L □O□S□□ □□□□□S

Pa□ment s□all □e made onl□after re□eipt and appro□al of □oods and ser□i□es □nless ad□an□e pa□ments are a□t□ori□ed □□ t□e □□ief Finan□ial Offi□er of t□e State of Florida □nder □□apters □□□ and □□□□Florida Stat□tes□ Deli□era□le□s□ m□st □e re□ei□ed and a□□epted in □ritin□ □□ t□e Department□s Pro□e□t Mana□er on t□e Department□s in□oi□e transmittal forms prior to pa□ment□ If t□e Department determines t□at t□e performan□e of t□e □ontra□tor is □nsatisfa□tor□□ t□e Department s□all notif□t□e □ontra□tor of t□e defi□ien□□to □e □orre□ted□□ i□□ □orre□tion s□all □e made □it□in □ □□siness da□s□ If t□e iss□e re□tifi□ation is □na□□epta□le to t□e Department□t□e □ontra□tor s□all □e assessed a non□performan□e penalt□per t□e Finan□ial □onse□□en□es spe□ified in t□e □□i□it □□□□S□ope of Ser□i□es□

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FLORIDA DEPARTMENT OF TRANSPORTATION




PART II PRICE PROPOSAL

# RFP-DOT-18/19-1104DR
# District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One

SUBMITTED BY TRANSCORE
MARCH 2018

TRANSCORE®
*Trusted Transportation Solutions*

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State of Florida
Department of Transportation

DISTRICT ONE

# EXHIBIT "C"
# Contract Price Proposal

## District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One

| | |
|---|---|
| Financial Project Number(s): | 432652-1-72-01, &<br>419714-3-32-01 |
| Proposal/Contract Number: | RFP-DOT-18/19-1104DR |

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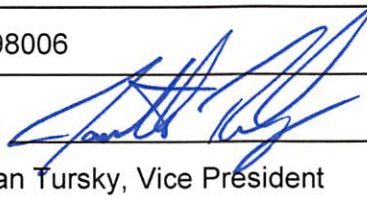
# CONTRACT PRICE PROPOSAL

Project Title: District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One
Financial Project Number: 432652-1-72-01, 419714-3-32-01
Contract Number: TBD

Proposer Name: TransCore ITS, LLC

Proposer Address: 6021 Orient Road, Tampa, Florida 33610

FEID Number: 94-3198006

Proposer/Team Principal Signature: 

Printed Name and Title: Jonathan Tursky, Vice President

The Department reserves the right to award this contract in whole or in part. The Department does not guarantee any minimums or maximums on this contract/agreement.

**By signing above, the Contractor acknowledges they have read and understood the RFP instructions and the complete procurement package and acknowledge that the Per Hour Billing Rate, Lump Sum Limited Amount and Fixed Fee (Unit Total Cost) submitted in this Price Proposal includes the Contractor's staff salaries, overhead, fringe benefits, sub-consultant/contractor costs, allowable expenses and operating margin necessary for the Contractor to perform the described services.**

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**TABLE 1**

**HOURLY RATES APPLYING TO ALL SECTIONS OF EXHIBIT "A" EXCEPT 4.1.5**

(Hourly rates may be used, even if bid items have been established, at the discretion of the Department)

| Item # | JOB CLASSIFICATION | UNIT | BILLING RATE (all inclusive) |
|---|---|---|---|
| 1. | Principle in Charge | Per Hour | $260.84 |
| 2. | Senior Engineer PE | Per Hour | $167.20 |
| 3. | Engineer II / ITS Specialist II | Per Hour | $139.34 |
| 4. | Engineer / ITS Specialist | Per Hour | $125.40 |
| 5. | ITS Project Manager | Per Hour | $152.94 |
| 6. | Deputy Project Manager | Per Hour | $113.54 |
| 7. | Electrician | Per Hour | $125.64 |
| 8. | Senior Technician | Per Hour | $106.80 |
| 9. | Technician II | Per Hour | $93.76 |
| 10. | Technician I | Per Hour | $76.37 |
| 11. | Programmer | Per Hour | $130.42 |
| 12. | Administrative Assistant | Per Hour | $57.96 |

Note: The Proposer shall review the staff requirements and other overall requirements as described in the Exhibit "A", Scope of Services and provide sufficient staffing to support the Department on this Contract. Staffing cost shall include all costs for providing staff to perform the services as described in the Exhibit "A", Scope of Services. The classifications listed under this category are estimated and they are not guaranteed. The Contractor shall only be compensated for the actual services provided and verified by the Department. See Table 11 (Additional Staffing Rates) to add additional job classifications. The Contractor shall identify job duties in the Proposal for any additional staff listed in Table 11.

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**TABLE 2**

**EXHIBIT "A" SECTION 4.1.5 – EMERGENCY REPAIR SERVICES**

(Hourly rates may be used, even if bid items have been established, at the discretion of the Department)

| Item # | RESPONSE SERVICE | UNIT | UNIT TOTAL COST |
|---|---|---|---|
| 13. | Structure Removal and Disposal– Cantilever | Each | $7,466.43 |
| 14. | Structure Removal and Disposal – Half Span Truss | Each | $8,269.33 |
| 15. | Structure Removal and Disposal – Full Span Truss | Each | $7,599.65 |
| 16. | Structure Removal – Concrete Camera Poles (Any Size) | Each | $4,042.10 |
| 17. | Structure Removal – Other Concrete Poles; Detectors, Electric, etc. (Any Size) | Each | $3,481.57 |
| 18. | Concrete Pole Structure Disposal (Any Size) | Each | $2,621.05 |
| **Item #** | **JOB CLASSIFICATION** | **UNIT** | **BILLING RATE (all inclusive)** |
| 19. | ITS Project Manager | Per Hour | $171.75 |
| 20. | Engineer / ITS Specialist | Per Hour | $156.75 |
| 21. | Electrician | Per Hour | $149.55 |
| 22. | Senior Technician | Per Hour | $126.00 |
| 23. | Technician II | Per Hour | $109.70 |
| 24. | Technician I | Per Hour | $ 87.96 |

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| TABLE 3<br>EXHIBIT "A" SECTION 4 AND 6– CONTRACT ADMINISTRATION AND PROJECT MANAGEMENT | | | |
|---|---|---|---|
| **Item #** | **FURNISH** | **UNIT** | **UNIT TOTAL COST** |
| 25. | Develop Initial Preventive Maintenance Plan (per section 4.1.2.2) | One | $376.21 |
| 26. | Preventive Maintenance Plan Updates (1) (per section 4.1.2.2) | Per Year | $1003.22 |
| 27. | Monthly Preventive Maintenance Schedule (per section 4.1.2.3) | Per Month | $627.01 |
| 28. | Monthly Preventive Maintenance Report (per section 4.1.2.4) | Per Month | $501.61 |
| 29. | Diagnostic Report (per section 4.1.4.2) | Each | $501.61 |
| 30. | Final Repair Report (per section 4.1.4.2) | Each | $501.61 |
| 31. | Develop Initial Device and Spare Part Inventory (per section 4.2.1) | One | $125.40 |
| 32. | Continually Update Device and Spare Part Inventory (per section 4.2.1) | Per Month | $830.44 |
| 33. | Significant Value ($5000) ITS Infrastructure Inventory Report (per section 4.2.1) | Per Year | $125.40 |
| 34. | ITS Device Monthly Availability Report (per section 4.9.3) | Per Month | $830.44 |
| 35. | ITS Device Annual Availability Report (per section 4.9.3) | Per Year | $250.80 |

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| TABLE 3<br>EXHIBIT "A" SECTION 4 AND 6– CONTRACT ADMINISTRATION AND PROJECT MANAGEMENT | | | |
|---|---|---|---|
| **Item #** | **FURNISH** | **UNIT** | **UNIT TOTAL COST** |
| 36. | Bi-Weekly Agenda, Meeting, Minutes, and Status Report (per section 6.1.1) | Per Bi-Weekly | $752.41 |
| 37. | Monthly Agenda, Meeting, Minutes, and Status Report (per section 6.1.2) | Per Month | $955.84 |
| 38. | Annual Agenda, Meeting, Minutes, and Status Report (per section 6.1.3) | Per Year | $627.01 |
| 39. | Annual ITS Maintenance Procedures Handbook Update (1) (per section 6.2) | Per Year | $250.80 |
| 40. | Develop ITS Device Network Dependency Diagram **(OPTIONAL TASK)** (per section 6.3) | One | $8,088.17 |
| 41. | Update ITS Device Network Dependency Diagram **(OPTIONAL TASK)** (per section 6.3) | Per Year | $4,075.29 |
| 42. | Monthly Invoice and Progress Report (per section 6.4) | Per Month | $3,823.38 |
| 43. | Transition Period including Transition Plan, Project Management Plan, and Inventory Relocation (per section 6.5, 6.6 and 5.4) | Lump Sum Limited Amount Cost, Bid Unit Total Cost between a minimum of $1.00 and a maximum of $100,000 | $5,017.17 |

All other submittals, notifications, or reports to be provided as noted in the Scope of Services (Exhibit A) are incidental to the work being done under that section. No additional compensation will be provided unless otherwise specified in Exhibit A. Any additional attendance at other meetings or providing other additional meeting minutes will be compensated at the hourly billing rate.

(1) The compensation paid for the Preventive Maintenance Plan, and the ITS Maintenance Procures Handbook annual update shall also include any interim additions made throughout the year.

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| TABLE 4<br>EXHIBIT "A" SECTION 4.2.3 - UTILITY LOCATING SERVICES | | | |
|---|---|---|---|
| **Item #** | **LABOR, MATERIALS, and EQUIPMENT** | **UNIT** | **UNIT TOTAL COST** |
| 44. | Sunshine 811 Fees and Administration Costs (per section 4.2.3) | Per Month | $3,403.55 |
| 45. | Subsurface Utility Designating Service (per section 4.2.3.1) | Per Location | $562.56 |
| 46. | Subsurface Utility Locating (Test Hole) Service (per section 4.2.3.2) | Per Each | $1,657.96 |
| 47. | Utility Location and Verification Service (during construction) (per section 4.2.3.3) | Per 500 Feet | $305.48 |
| 48. | Utility Locates (Initial call) (per section 4.2.3.4) | Per 100 feet | $245.48 |
| 49. | Utility Locates (Additional footage beyond the first 100 feet) (per section 4.2.3.4) | Per 50 feet | $52.37 |

The Per Location unit for section 4.2.3.1 designates work performed for either per intersection or for 1000 feet of straight line roadway.

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| TABLE 5<br>EXHIBIT "A" SECTION 4.3.3 – MAINTENANCE OF TRAFFIC | | | |
|---|---|---|---|
| **Item #** | **SERVICES** | **UNIT** | **UNIT TOTAL COST** |
| 50. | MOT Level 1 | Per Location – Per Day | $280.26 |
| 51. | MOT Level 2 | Per Location – Per Day | $610.97 |
| 52. | MOT Level 3 | Per Location – Per Day | $763.71 |
| 53. | MOT Level 4 | Per Location – Per Day | $1,483.71 |
| 54. | MOT Level 5 | Per Location – Per Day | $2,600.00 |
| 55. | MOT Level 6 | Per Location – Per Day | $4,320.00 |
| 56. | MOT Level 7 | Per Location – Per Day | $2,661.94 |
| 57. | Portable Dynamic Message Sign Deployment (2) | Each - Per Day | $300.00 |
| 58. | MOT Setup – Interstate Lane Closure<br>All Lanes – Traffic Pacing<br>(Rolling Roadblock) (3) | Per Location - Per Day | $6,160.00 |

(2) Portable DMS Deployment is not outlined in section 4.3.3. It is to be used for isolated cases where a Portable DMS may be needed. It includes providing, programming, and securing the sign, and transport to and from the location.

(3) Interstate Lane Closure Traffic Pacing is not outlined in section 4.3.3. It is to be used for isolated cases where Traffic Pacing as outlined in Index 102-655 of the Department Standard Plans for Road Construction (formerly Design Standards), is needed.

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| TABLE 6<br>EXHIBIT "A" SECTION 4.1.2.5 – PREVENTATIVE MAINTENANCE SERVICES | | | |
|---|---|---|---|
| **Item #** | **DEVICE SITE TYPE** | **UNIT** | **UNIT TOTAL COST** |
| 59. | Closed Circuit Television Camera System and associated components | Per Site | $256.03 |
| 60. | Interstate Dynamic Message Sign System and associated components | Per Site | $580.53 |
| 61. | Arterial Dynamic Message Sign System and associate components | Per Site | $1,470.59 |
| 62. | Microwave Vehicle Detector System and associated components | Per Unit | $549.52 |
| 63. | Communications Hub Building and associated components | Per Site | $490.35 |
| 64. | Communications Hub Cabinet and associated components (4) | Per Site | $141.47 |
| 65. | Ramp Metering System and associated components | Per Interchange | $206.99 |
| 66. | Speed Check Sign and associated components | Per Site | $185.29 |
| 67. | Inductive Loops Detection System and associated components | Per Site | $202.26 |
| 68. | Magnetic Traffic Detection System and associated components | Per Site | $185.29 |
| 69. | Highway Advisory Radio System including beacons and associated components | Per Site | $261.66 |

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| TABLE 6<br>EXHIBIT "A" SECTION 4.1.2.5 – PREVENTATIVE MAINTENANCE SERVICES | | | |
|---|---|---|---|
| 70. | Flashing Beacon System and associated components | Per Site | $220.07 |
| 71. | Portable Generator (1 or 2 cylinder) | Per Unit | $256.36 |
| 72. | Portable Generator (greater than 2 cylinders) | Per Unit | $424.43 |
| 73. | Stationary Generator (greater than 2 cylinders) | Per Unit | $528.95 |
| 74. | Road Weather Information System and associated components | Per Site | $187.52 |
| 75. | Adaptive Signal Control Technology (ASCT) System and associated components, i.e. wireless router, power supply units, video detection cameras, etc. | Per Intersection | $892.69 |
| 76. | Remote Field Cabinet Site (5) (NEMA 3) and associated components | Per Site | $76.37 |
| 77. | Field Cabinet Site (6) (NEMA 4 or 5) and associated components | Per Site | $106.92 |

(4) Communications Hub Cabinet Sites have the same requirements as a building site except the communications equipment is in a cabinet and not a building.

(5) Remote Field Cabinet Site - These sites are smaller cabinets that connect to larger field cabinets (Item #77)

(6) Field Cabinet Site – These sites can be pole or ground mounted and house various types of equipment.

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| TABLE 7<br>EXHIBIT "A" SECTION 4.1.4.1 – FIELD SITE MINOR REPAIR SERVICES | | | |
|---|---|---|---|
| **Item #** | **DEVICE SITE TYPE** | **UNIT** | **UNIT TOTAL COST** |
| 78. | Closed Circuit Television Camera System and associated components | Per Site | $281.28 |
| 79. | Interstate Dynamic Message Sign and associated components | Per Site | $540.39 |
| 80. | Arterial Dynamic Message Sign and associated components | Per Site | $540.39 |
| 81. | Microwave Vehicle Detector System and associated components | Per Site | $281.28 |
| 82. | Communications Hub Building and associated components | Per Site | $213.60 |
| 83. | Communications Hub Cabinet and associated components | Per Site | $213.60 |
| 84. | Ramp Metering System and associated components | Per Interchange | $320.41 |
| 85. | Speed Check Sign and associated components | Per Site | $213.60 |
| 86. | Inductive Loops Detection System and associated components | Per Site | $213.60 |
| 87. | Magnetic Traffic Detection System and associated components | Per Site | $213.60 |
| 88. | Highway advisory radio (HAR) transmitter, HAR beacons, and associated components | Per Site | $213.60 |

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| TABLE 7<br>EXHIBIT "A" SECTION 4.1.4.1 – FIELD SITE MINOR REPAIR SERVICES | | | |
|---|---|---|---|
| 89. | Road Weather Information System and associated components | Per Site | $427.21 |
| 90. | Flashing Beacon System and associated components | Per Site | $106.80 |
| 91. | Adaptive Signal Control Technology (ASCT) system and associated components, i.e. wireless router, power supply units, video detection cameras, etc. | Per Intersection | $892.69 |
| 92. | Camera Lowering Device | Per Site | $281.28 |
| 93. | Remote Field Cabinet Site and associated components (NEMA 3) | Per Site | $213.60 |
| 94. | Field Cabinet Site and associated components (NEMA 4 or 5) | Per Site | $267.00 |

Minor repair maintenance will include the reactive and proactive, day-to-day maintenance, replacements, and diagnostic work necessary to keep the D-1 ITS operational. Work may be generated by failures caused by Acts of God, construction activities, or crashes.

Minor Repair maintenance tasks shall include, but not be limited to:

- Field repair or replacement of ancillary parts or equipment for any ITS device and associated components
- Resetting of Dynamic Message Signs
- Resetting and focusing CCTV lens
- Resetting Vehicle Detector Station (VDS) controllers
- Configuring or repairing the communications network (switches/terminal sever/etc)
- Configuring or repairing CCTV video transmission equipment (encoders/decoders/etc)
- Repairing damage caused by vandalism or accidents

If the cause of a failure is unknown, the DEPARTMENT may have the CONTRACTOR perform diagnostic work (troubleshooting) as required to determine the cause of the failure.

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| TABLE 8<br>EXHIBIT "A" SECTION 4.1.4.1 – FIELD SITE MAJOR REPAIR SERVICES | | | |
|---|---|---|---|
| **Item #** | **REMOVE AND INSTALL** | **UNIT** | **UNIT TOTAL COST** |
| 95. | Closed Circuit Television Camera Assembly | Per Site | $320.41 |
| 96. | Interstate Dynamic Message Sign | Per Site | $10,643.14 |
| 97. | Arterial Dynamic Message Sign | Per Site | $7,421.97 |
| 98. | Microwave Vehicle Detector | Per Site | $1,052.81 |
| 99. | Highway advisory radio (HAR) transmitter, two HAR signs with beacons, cabinet and associated components | Per Site | $9,622.48 |
| 100. | Roadway Weather Information System Assembly | Per Site | $7,697.98 |
| 101. | Flashing Beacon System and associated components | Per Site | $3,848.99 |
| 102. | Camera Lowering Device | Per Site | $1,186.01 |
| 103. | Remote Field Cabinet (NEMA 3) | Per Site | $490.97 |
| 104. | Field Cabinet (NEMA 4 or 5) | Per Site | $1,050.66 |
| 105. | Concrete Spun Poles (up to 19 feet above roadway) | Each | $1,681.05 |
| 106. | Concrete Spun Poles (up to 32 feet above roadway) | Each | $2,662.98 |

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| TABLE 8<br>EXHIBIT "A" SECTION 4.1.4.1 – FIELD SITE MAJOR REPAIR SERVICES | | | |
|---|---|---|---|
| 107. | Concrete Spun Poles<br>(up to 47 feet above roadway) | Each | $5,008.73 |
| 108. | Concrete Spun Poles<br>(up to 62 feet plus above roadway) | Each | $6928.73 |
| **Item #** | **INSTALL** | **UNIT** | **UNIT TOTAL COST** |
| 109. | Closed Circuit Television Camera Assembly | Per Site | $213.60 |
| 110. | Interstate Dynamic Message Sign | Per Site | $7,088.73 |
| 111. | Arterial Dynamic Message Sign | Per Site | $6,142.98 |
| 112. | Microwave Vehicle Detector | Per Site | $540.39 |
| 113. | Highway advisory radio (HAR) transmitter, two HAR signs with beacons, cabinet and associated components | Per Site | $4,811.24 |
| 114. | Roadway Weather Information System Assembly | Per Site | $2,882.10 |
| 115. | Flashing Beacon System and associated components | Per Site | $1,080.79 |
| 116. | Camera Lowering Device | Per Site | $889.51 |
| 117. | Remote Field Cabinet Site<br>(NEMA 3) | Per Site | $368.23 |
| 118. | Field Cabinet Site<br>(NEMA 4 or 5) | Per Site | $720.52 |

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| TABLE 8<br>EXHIBIT "A" SECTION 4.1.4.1 – FIELD SITE MAJOR REPAIR SERVICES | | | |
|---|---|---|---|
| 119. | Concrete Poles<br>(up to 19 feet above roadway) | Each | $1,260.79 |
| 120. | Concrete Spun Poles<br>(up to 32 feet above roadway) | Each | $3,339.01 |
| 121. | Concrete Spun Poles<br>(up to 47 feet above roadway) | Each | $3,339.01 |
| 122. | Concrete Spun Poles<br>(up to 62 feet plus above roadway) | Each | $4,217.24 |
| 123. | Fiber Optic Pull Box | Each | $490.97 |
| 124. | Standard Pull Box | Each | $245.48 |
| 125. | Fiber Optic Splice Box | Each | $1,014.68 |
| 126. | Open Trench Conduit 2" HDPE (red) tone-able, incl pull tape | Per Foot | $10.00 |
| 127. | Open Trench 1.25" Conduit HDPE (orange) tone-able, incl pull tape | Per Foot | $8.00 |
| 128. | Directional Bore Conduit 2" HDPE tone-able, incl pull tape | Per Foot | $24.00 |
| 129. | Directional Bore Conduit 1.25" HDPE tone-able, incl pull tape | Per Foot | $20.00 |
| 130. | 96-strand single-mode Fiber | Per Foot | $1.53 |
| 131. | 48-strand single-mode Fiber | Per Foot | $1.28 |
| 132. | 12-strand multi-mode Fiber | Per Foot | $.77 |

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| TABLE 8<br>EXHIBIT "A" SECTION 4.1.4.1 – FIELD SITE MAJOR REPAIR SERVICES | | | |
|---|---|---|---|
| 133. | Electrical Service Wire, 3-conductor | Per Foot | $2.27 |
| 134. | Electrical Power Service Point | Per Assembly | $1,936.09 |
| 135. | Electrical Power Drop for Multiple Devices | Per Assembly | $3,872.18 |
| 136. | Cat 5e cable | Per Foot | $.77 |
| 137. | 96-strand Fiber Fusion Splice | Per Assembly | $2,563.25 |
| 138. | 48-strand Fiber Fusion Splice | Per Assembly | $1,708.83 |
| 139. | 12-strand Fiber Fusion Splice | Per Assembly | $854.42 |
| 140. | 1-strand Fiber Fusion Splice | Per Assembly | $640.81 |
| 141. | 12-strand multi-mode Fiber Splice | Per Assembly | $854.42 |
| 142. | Connectorize 96-strand Fiber w/connectors | Per Assembly | $3,204.06 |
| 143. | Connectorize 48-strand Fiber w/connectors | Per Assembly | $2,563.25 |
| 144. | Connectorize 12-strand Fiber w/connectors | Per Assembly | $1,281.62 |
| 145. | Connectorize 1-strand Fiber w/connectors | Per Assembly | $640.81 |
| 146. | Connectorize 12-strand Multi-mode Fiber w/connectors | Per Assembly | $854.42 |

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**TABLE 8**
**EXHIBIT "A" SECTION 4.1.4.1 – FIELD SITE MAJOR REPAIR SERVICES**

| Item # | REMOVE | UNIT | UNIT TOTAL COST |
|---|---|---|---|
| 147. | Closed Circuit Television Camera Assembly | Per Site | $213.60 |
| 148. | Interstate Dynamic Message Sign | Per Site | $7,088.73 |
| 149. | Arterial Dynamic Message Sign | Per Site | $6,412.98 |
| 150. | Microwave Vehicle Detector | Per Site | $540.39 |
| 151. | Highway advisory radio (HAR) transmitter, two HAR signs with beacons, cabinet and associated components | Per Site | $4,211.24 |
| 152. | Roadway Weather Information System Assembly | Per Site | $2,882.10 |
| 153. | Flashing Beacon System and associated components | Per Site | $810.59 |
| 154. | Camera Lowering Device | Per Site | $769.51 |
| 155. | Remote Field Cabinet Site (NEMA 3) | Per Site | $368.23 |
| 156. | Field Cabinet Site (NEMA 4 or 5) | Per Site | $720.52 |
| 157. | Concrete Poles (up to 19 feet above roadway) | Each | $1,260.79 |
| 158. | Concrete Spun Poles (up to 32 feet above roadway) | Each | $3,339.01 |

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| TABLE 8<br>EXHIBIT "A" SECTION 4.1.4.1 – FIELD SITE MAJOR REPAIR SERVICES | | | |
|---|---|---|---|
| 159. | Concrete Spun Poles<br>(up to 47 feet above roadway) | Each | $3,339.01 |
| 160. | Concrete Spun Poles<br>(up to 62 feet plus above roadway) | Each | $4,217.24 |
| 161. | Fiber Optic Pull Box | Each | $490.97 |
| 162. | Standard Pull Box | Each | $245.48 |
| 163. | Fiber Optic Splice Box | Each | $1,014.68 |
| 164. | 96-strand single-mode Fiber | Per Foot | $1.53 |
| 165. | 48-strand single-mode Fiber | Per Foot | $1.28 |
| 166. | 12-strand multi-mode Fiber | Per Foot | $0.77 |
| 167. | Electrical Service Wire, 3-conductor | Per Foot | $1.71 |
| 168. | Electrical Power Service Point | Per Assembly | $1,452.07 |
| 169. | Electrical Power Drop for Multiple Devices | Per Assembly | $2,904.13 |
| 170. | Cat 5e cable | Per Foot | $0.77 |
| **Item #** | **FURNISH and INSTALL** | **UNIT** | **UNIT TOTAL COST** |
| 171. | Portland Cement Concrete formed and finished (2500PSI) | Cubic Foot | $990.45 |

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| TABLE 9<br>EXHIBIT "A" SECTION 4.1.4.6 – MISCELLANEOUS WORK | | | |
|---|---|---|---|
| **Item #** | **MISCELLANEOUS** | **UNIT** | **UNIT TOTAL COST** |
| 172. | Deploy and Maintain One or Two Cylinder Portable Generator | Each, Per Day | $251.28 |
| 173. | Deploy and Maintain Greater Than Two Cylinder Portable Generator | Each, Per Day | $251.28 |

The Department will reimburse the Contractor for generator fuel costs for portable and permanent mount generators used for declared emergencies or documented power outages greater than 4 hours in duration. Receipts must be provided and only the actual fuel cost (including taxes) will be reimbursed. The Contractor will not be reimbursed for fuel for general preventive maintenance or any miscellaneous run time. All portable and permanent mount generators shall be refueled monthly by the Contractor during Preventive Maintenance at no additional cost to the Department.

| TABLE 10<br>OTHER MISCELLANEOUS | | | |
|---|---|---|---|
| **Item #** | **MISCELLANEOUS** | **UNIT** | **Expense items approved will be invoice priced plus 5% handling fee** |
| 174. | Approved Equipment/Parts Expenses plus 5% | Each | **(vendor – do not fill in this section) Actual + 5%** |

The Contractor shall be allowed to charge a 5% mark-up to the Department for any parts (approved by the FDOT's Project Manager or his/her designee) purchased using this Contract. The 5% mark-up is not allowed for the tax or shipping portion of the purchase.

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| TABLE 11 – Additional Staffing Rates (For All Services) | | | |
|---|---|---|---|
| **Item #** | **Job Classification** | **Unit** | **Billing Rate (All Inclusive)** |
| | | Per Hour | $ |
| | | Per Hour | $ |
| | | Per Hour | $ |
| | | Per Hour | $ |
| | | Per Hour | $ |
| | N/A | Per Hour | $ |
| | | Per Hour | $ |
| | | Per Hour | $ |
| | | Per Hour | $ |
| | | Per Hour | $ |
| | | Per Hour | $ |
| | | Per Hour | $ |
| | | Per Hour | $ |
| | | Per Hour | $ |
| | | Per Hour | $ |
| | | Per Hour | $ |
| | | Per Hour | $ |
| | | Per Hour | $ |

Note: The rates added by the Contractor in Table 11 (Additional Staffing Rates) are not part of the Price Proposal formula. Proposer can add additional job classifications and Fixed Fee (Billing Rate) per hour as needed to perform the services on this Contract. The Contractor shall identify job duties in the Proposal for any additional staff listed in Table 11.

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## ADDITIONAL FIXED FEE (UNIT TOTAL COST) NOTES:

- The Contractor's Staffing (shall be outlined in the Proposal) and shall include, but is not limited to, all labor required to provide staffing for this Contract, including but not limited to contract/project management, all labor required to develop all contract documentation (drafts, updates, revisions, addressing comments, printing, binding, electronic copies, etc.), the Contractor's attendance and participation at meetings, preparation of agenda and meeting notes, personnel management, TWO preparation, technical support and supervision, reviews of plans/documents/ reports/estimates developed by others, invoice preparation, preparation of estimates, on-call response, parts procurement/inventory/tracking, response to Department's requests as needed, mobilization costs, overhead (including but not limited to work space, furniture, equipment/tools/vehicles/machinery necessary to perform the work, tolls, vehicle fuel, cellular phones, computers, internet access, printing and scanning costs, uniforms, etc.), profits, insurance, warranty, operating margin, administrative costs and all other incidentals necessary to perform the required services.
- The Contractor's Preventive Maintenance Services fixed fee (unit total cost) shall include, but is not limited to, all labor required to perform the service including travel time, mobilization costs, MOT materials costs and MOT labor costs, overhead (including but not limited to equipment/tools/vehicles/machinery necessary to perform the work, tolls, vehicle fuel, cellular phones, computers, internet access, etc.), profits, insurance, contractor's warranty, operating margin, administrative costs, and all other incidentals necessary to perform the required services.
- The Contractor's Minor Repair Services fixed fee (unit total cost) shall include, but is not limited to, all labor required to perform the service including travel time, mobilization costs, MOT material costs and MOT labor costs, overhead (including but not limited to equipment/tools/vehicles/machinery necessary to perform the work, tolls, vehicle fuel, cellular phones, computers, internet access, etc.), profits, insurance, contractor's warranty, operating margin, administrative costs, and all other incidentals necessary to perform the required services. The Department reserves the right to reimburse the Contractor for minor repairs based upon actual labor costs and the costs of parts used.
- The Contractor's Major Repair Services fixed fee (unit total cost) shall include, but is not limited to, all labor required to perform the service including travel time, mobilization costs, overhead (including but not limited to equipment/tools/vehicles/machinery necessary to perform the work, tolls, vehicle fuel, cellular phones, computers, internet access, etc.), profits, insurance, contractor's warranty, operating margin, administrative costs, and all other incidentals necessary to perform the required services. The Department reserves the right to reimburse the Contractor for major repairs based upon actual labor costs and the costs of parts used.
- The Contractor's Directional Bore and Open Trench fixed fee (unit total cost) shall include, but is not limited to, all labor required to perform the service including travel time, mobilization costs, overhead (including but not limited to equipment/tools/vehicles/machinery necessary to perform the work, tolls, vehicle fuel, cellular phones, computers, internet access, etc.) profits, insurance, contractor's warranty, operating margin, administrative costs, and all other incidentals necessary to perform the required services. One conduit shall be included in the cost. Any additional conduits needed will require an estimate to be approved by the Department.
- The Contractor's staffing rates fixed fee (billing rate) is fully loaded and shall include, but is not limited to, labor, mobilization costs, overhead (including but not limited to equipment/tools/vehicles/machinery necessary to perform the work, tolls, vehicle fuel, cellular phones, computers, internet access, printing and scanning costs, uniforms, security clearance, drug testing, etc.), profits, insurance, contractor's warranty, operating margin, administrative costs and all other incidentals necessary to perform the required services.

**NOTE:** In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

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FLORIDA DEPARTMENT OF TRANSPORTATION

ORIGINAL




PART I TECHNICAL PROPOSAL

# RFP-DOT-18/19-1104DR
# District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One

SUBMITTED BY TRANSCORE | MARCH 2018

TRANSCORE®
*Trusted Transportation Solutions*

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TRANSCORE

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District 1 team call solution

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## 1. EXECUTIVE SUMMARY

TransCore, as your current maintenance contractor for the Florida Department of Transportation (FDOT) District One, is pleased to present this proposal to provide maintenance for the Collier, Lee, Charlotte, Sarasota, Manatee, Okeechobee, Glades, Hardee, Hendry, Highlands, Desoto, and Polk Counties. TransCore will furnish all labor, materials, equipment, tools, transportation, supplies and testing required to perform preventive, emergency and general maintenance on all ITS devices located within District One during the term of this contract. TransCore already has a strong, experienced team in place to meet the Department's goals. Our maintenance service offering centers on being timely, cost effective, and proven solutions for District One. ***One Team, One Call, One Solution!*** TransCore brings together an extremely broad set of talent and experience in maintaining ITS contracts throughout the State. We are driven by a customer-oriented philosophy, as evidenced by the excellent relationships established with all Districts in Florida.

Our history begins in 1939 when we delivered radio communications for the country's first toll road in Pennsylvania. Today, we're developing the nation's largest express lanes, creating smarter traffic systems, and managing highly anticipated vehicle-to-vehicle programs. We will exercise our technical expertise and our experience and, most importantly the in-depth knowledge of District One's entire infrastructure, to provide a seamless transition on this maintenance contract. As is highlighted and demonstrated throughout this response, ***ITS is what we do and working with FDOT is how we do it best.***

TransCore's specialized and dedicated employees are strategically and industry-aligned. Every day we anticipate the needs of our customers, with industry trends and innovations, to provide the most effective and efficient long-term solutions. Our 2,000+ professionals span the globe with 80+ offices across the United States and an additional eight worldwide. Our Florida region, employing more than 250 professionals, provides a full range of ITS and Toll services from our seven offices located in Tampa, Ft. Myers, Orlando, Miramar, Pensacola, Jacksonville, and Chipley. For over 30 years, TransCore has provided ITS design, construction, integration and maintenance services for every District in the State, including on-going ITS maintenance services in Districts 1, 3, 5, 6, 7 and FTE & Central Office. Our current District 3 and District 5 contracts include maintenance of the RTMCs. In Florida, our staff maintains over 5,700 devices, over 60 generators and over 1,000 miles of fiber and we are proud of our record of providing maintenance for more Districts and Expressway Authorities than any other ITS firm in Florida.

TransCore provides robust preventative maintenance programs in the harshest of environments, focusing on maintaining high rates of system uptime and customer service. We work directly with our customers on process improvements to help them manage their ITS infrastructure, including installation and configuration of maintenance management systems, inventory control, and overall asset management.

For District One, TransCore has been the ITS maintenance provider since 2010. ***We don't assume this role as a point of pride, but instead as one of responsibility and commitment.*** TransCore offers tailored maintenance services to each of our individual customers responding to their every need on a 24/7/365 basis for all types of emergencies. We have responded to emergencies created by events such as hurricanes, vehicular accidents, animal fatalities, power failures and vandalism. It is difficult to eliminate many of these catastrophic events as they are typically caused by forces that allow little to no control. When an emergency does occur, the response is critical. ***One Team, One Call, One Solution!***

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The TransCore team has a dedicated management and field service staff in place at strategic locations throughout Florida to ensure response and out of service times are kept to a minimum. Florida highways cover a long area of geography and specialty systems that affect our lives every day. This is evident from remote areas of Alligator Alley to heavy populated areas within District One. TransCore's organization structure is aligned into four (4) business segments with the mindset of TransCore's expertise in ITS and communications maintenance, design, implementation, integration, and tolling systems. TransCore offers properly trained and equipped technician staff on-call 24/7/365 for FDOT and District One providing real time maintenance trouble shooting and response.

This wide-ranging base of knowledge, skills, and experience translates into customer receipt of stable, reliable, and quality products and services. In addition, TransCore's resources allows timely mobilization of personnel and services to accomplish any necessary or required task by our customer. Because of our long-term relationship with FDOT, TransCore takes great pride in exceeding expectations. Our communication professionals are dedicated to the maintenance of conventional and advanced technology communications systems. Our commitment to customer support is second to none. We are staffed and equipped to provide ongoing installation and maintenance support for a variety of vendors' devices.

TransCore has provided installation, maintenance and system enhancements to FDOT over the past 20 years. This project experience gives TransCore the unique ability to understand the ITS WAN network, and ITS Devices from end-to-end. Because the experience that TransCore has is based on first-hand knowledge of the system, we are able to carry on the maintenance responsibilities of a new contract without interruption of service or quality *ensuring a seamless transition*. Ultimately, these unique attributes help identify TransCore as the lowest risk choice for the Department to ensuring maintenance and operations of your District One ITS systems. TransCore has completed over 100 Task Work Orders (TWO) under the current maintenance contract, assisting in the quality growth of the Department's Maintenance and Construction Services. We are aware of all components that this maintenance contract entails, which is more than just maintaining standard electronics. Many of the TWOs issued by the Department require services beyond that of normal maintenance duties.

TransCore understands that the primary goal of this contract is to maintain the ITS system to the highest level of availability possible. However, there are many additional aspects to this contract that are not often considered. TransCore has a broad range of support staff to assist District One with all aspects of daily requirements. Due to TransCore's diversity, we will support all activities including:

- Coordination with ongoing construction projects
- Plan review
- Plans production and as-built modifications
- ITS installation and integration services
- ITS upgrades of existing equipment
- Signal analysis and design
- Adaptive signal control installation
- Coordination with Central Office for budgeting activities
- Electrical design and generator installation analysis
- ITSFM Data gathering and editor entry

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TransCore is experienced with ITSFM data gathering, population and maintenance, working hand and hand with the District One specific functional requirements document and will utilize this knowledge to provide ITSFM services for this project.

TransCore currently employs 15 active certified ITSFM Maintainers and three active certified ITSFM Editors. Our ITSFM Editors are responsible for nearly 600 miles of ITSFM encoding for Districts 1, 3, 5, 7, Florida's Turnpike Enterprise (FTE) and the City of Tampa, while our ITSFM Maintainers make the day to day changes needed on our maintenance contracts throughout the State.

In addition, our local offices manage multiple field crews each comprised of three specifically trained ITSFM Field Technicians who have gathered over 200 miles of Data Collection (Trimble software input and Attribute Form collection) and GPS survey including Interstate I-75 and SR 70. Currently working on all arterial roadways within District One, our ITSFM experience in the state is unmatched and we dedicate our crews daily to provide the most accurate and efficient data collection and input for FDOT District One.

TransCore enhances its skill sets through hands-on interaction with the equipment currently being utilized by the Department. This is accomplished through troubleshooting routine service issues; TWOs; moves, adds, changes; and on-the-job training. TransCore continues to stay knowledgeable of technology trends and changes by providing our employees with opportunities to advance their education with cost reimbursement incentives, as well as other training opportunities. TransCore's personnel have proven track records supporting FDOT systems and, as such, eliminating trouble shooting repair time.

In 2010, TransCore's David Burnside began the project management responsibilities for the maintenance of the FDOT District One ITS System. David will continue as the Project Manager on this contract, utilizing quality control and assurance supported by our Principal-in-Charge, Jonathan Tursky, who has been involved in the ITS industry in Florida for over 15 years. David will serve as the single point-of-contact with the Department, allocating resources and providing project oversight. For the last eight years, he has been involved on this project and offers strong leadership and an exceptional understanding of the project. Our project management team has the authority to direct the activities for staff, coordinate work activities, and make changes in the internal processes, methods and materials to achieve successful and timely completion of work. ***One Team, One Call, One Solution!***

TransCore's philosophy is to provide reliable, efficient, effective service and maintenance practices through qualified field personnel. Our project management techniques are proven over the last 20 years right here in the State of Florida. TransCore will continue to incorporate this same approach/philosophy to meet and exceed the requirements of District One for the term of the contract. TransCore has continuously and successfully maintained your network, even through the adversities of hurricanes and other harsh weather conditions. No other maintenance contractor has the footprint and experience that TransCore has in Florida. This will ensure that the Department will benefit from having the most dependable and reliable system possible by the application of our experience and vast amounts of resources. Because of our proven experience for you on this contract, we are uniquely aware of the current and future importance of preventative, general and emergency maintenance of ITS on Interstate and arterial roadways throughout District One.

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### Preventive Maintenance

TransCore's overall approach to preventive maintenance (PM) is to meet or exceed each of the system's component manufacturers' recommended PM practices and procedures. To this end, it is vital for the team to maintain as much of an on-site presence as possible for equipment monitoring and overall technician familiarity. As stewards of the Department's equipment and facilities, we are aware of our surroundings at any given site. We can quickly evaluate situations such as a contractor working in the area, or anything that could cause damage or interruption of services, and any structures that are damaged by vandalism. These incidents or situations are brought to the Department's attention immediately. Our approach to preventative maintenance offers two significant benefits to the Department's ITS Communications Network:

- Maximizes system path and channel reliability by minimizing downtime by uncovering system drifting or defects in the early stages
- Keeps each assigned field technician acutely knowledgeable of all aspects of the equipment maintenance, allowing the technician to perform general and emergency maintenance effectively

### General Maintenance

Attention to detail in setting up and implementing a successful field maintenance organization is an essential part of TransCore's approach to providing professional services. In addition, our team members are strategically located throughout the District, allowing rapid deployment when service calls are received. TransCore field technicians are trained on diagnosing system alarms, carrying spare parts, and test equipment necessary to make the first visit a successful one. The field technicians also use assigned laptop computers to make an initial evaluation of a problem without travel delays.

### Emergency Maintenance

TransCore has established training and procedures for field technicians to minimize the impact of emergency system or critical circuit outages. Our procedures are specifically designed to be proactive and reduce system down-time from the effects of severe weather (such as the hurricanes that battered Florida historically and as recently as 2017). We have also established an alert escalation procedure which notifies team members of outages.

TransCore has exercised great knowledge and experience in assisting the Department with several key modifications including:

- Removal of safety barrier cable system equipment replaced with guardrail
- Cohu HD IP Camera; MVDS; DMS; HAR; RWIS; UPS upgrades
- Upgrade of field network to Gigabit connectivity
- Upgrade of distribution network switches for all hub sites
- ITS WAN Equipment installation
- Grounding and lightning protection device upgrades and replacements
- Weigh station bypass metering equipment communications connectivity
- Modification of US301 ramp congestion notification system
- Bartow InSync adaptive system installation and integration
- Manatee County adaptive signal system modifications
- TMC emergency fiber optic connectivity implementation for Hurricane Irma

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Additionally, to improve performance, TransCore utilizes up-to-date, appropriate test equipment and replacement parts, while performing standard daily, weekly, monthly and annual preventive maintenance checks. This same concept applies for the normal and emergency maintenance response requirements. TransCore also uses a mix of preventive and predictive maintenance activities, ongoing analysis of system operations, and methodical diagnostic troubleshooting and repair to maximize system availability. These activities, methods and procedures, refined through real-world field experience, have been designed to minimize any preventable adverse impacts to the network on an ongoing basis.

***With TransCore, the Department is assured of the following:***

• **Low Risk Solution –** With our experience, TransCore provides FDOT with the best value and seamless contract transition. Because of TransCore's in-depth experience, we have proven our value time after time in maintaining the ITS Network in District One.

• **Continuity –** TransCore is positioned and knowledgeable of the Department's procedures, capabilities, requirements, and personnel and is ready to "hit the ground running" to start this new contract. There will be no learning curve and no transition problems.

• **Partnership –** We want to continue our partnership with you on this project. TransCore has prepared our response to show how our selection as the maintenance contractor will benefit FDOT and its customers, both internal and external. Our team of experienced professionals has demonstrated that it can work successfully with a wide variety of client consultants and subcontractors. ***One Team, One Call, One Solution!***

• **Cost Effectiveness –** One way we are reducing cost is by finding alternative vendors and suppliers who can provide replacement or refurbished modules for equipment no longer supported by the manufacturer. This defers the need for FDOT to upgrade equipment until you are ready to do so. Also, *TransCore is an authorized repair service center for the new Cohu HD 4220 Rise Cameras* and can therefore keep the cost of repair and replacement parts low. These cost savings are then passed down to the Department.

• **Customer Satisfaction –** The best maintenance is that which happens before a failure occurs. Since this is core business to TransCore, it is our priority. Performance measures, such as response and repair times, as well as customer feedback fuel improved effectiveness. Our entire company and our employees are centered on a 100% customer satisfaction philosophy.

• **Dedicated Staff–**TransCore has assigned staff, equipment, and other resources to the project, making the maintenance of ITS our primary focus. There are no co-primary or secondary functions that will distract us from this mission.

• **Ownership –** Together, our team is committed to not only meeting but surpassing the level of excellence you expect. Accomplishing the management, technical, and administrative services required for the successful management of this contract requires an integrated, flexible, and efficient organizational structure.

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• **Innovation –** We are committed to supplying state-of-the art approaches and methods to ensure FDOT future success. We have worked with Central Office to define, test, integrate, and install new technology such as automation of the safety barricade system for District 1, wrong-way detection systems, and District One's pull-box security lids to prohibit theft.

• **Efficiency –** The FDOT D1 ITS Network is a complex combination of hardware, software, and operations and TransCore is skilled in all elements. On several occasions, TransCore has used knowledge in helping the Department resolve operational issues. This was seen at the SWFIA Project when contractor tried to install GIG switch on a 10/100 network.

• **Responsiveness –** TransCore's responsiveness to FDOT has been demonstrated numerous times. Multiple hurricanes, tropical storms and flooding resulted in several major systems outages and TransCore's technical staff responded quickly. TransCore remains ready to help FDOT as it enters the next stage of system upgrades, whether the need is on the ITS, Arterials, ITS Wan, ITSFM, switches, UPS' (Uninterrupted Power Supplies), MVDS, DMS, RWIS, HAR, cameras and camera lowering devices.

• **Reliability –** TransCore has an employee evaluation program, which addresses the work performance of our technicians. One of the specific elements of the evaluation process is the analysis of each technician's response time, repair time, and repeat call performance. Our program provides FDOT the assurance and confidence in both the TransCore employees assigned to your system and the corporate commitment behind them.

• **Single Point of Contact –** A single call will provide all the necessary services and resources to address any maintenance issue. ***One Team, One Call, One Solution!***

This proposal represents not just business to TransCore but a valued long-term relationship we are proud of and one we want to continue. As such, FDOT can be assured that we will stand behind the quality of services now and into the future. We have taken great care to offer experienced professionals and approaches to what we believe to be a high value, low risk solution that meets your current and growing maintenance needs and will ensure a successful outcome for FDOT.

It takes years to gain the experience necessary to truly know the ITS business and we are fully committed to the needs and expectations of District One. We are a company built on customer service. Every one of our employees is empowered and motivated to respond to every client need with innovation, distinction, and efficiency. From the start, our focus has been solely on transportation and exceeding the expectations or our customer. This is the mentality and dedication that we bring to this contract. ***One Team. One Call. One Solution!***

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## 2. PROPOSERS MANAGEMENT PLAN

***TransCore ITS, LLC***, brings an unmatched level of understanding, experience and dedication to providing the highest level of service possible. A proven, well-executed management approach is the foundation of a successful project. Our strong, multidisciplinary team has the appropriate skills and experience to deliver the targeted results. Our team of professionals can implement proven practices and procedures that are tailored to the requirements of District One.

Our experience provides the Department with personnel possessing extensive knowledge in traffic management along with design, implementation, testing, working procedures, and operations. TransCore's familiarity with District One ITS devices not only allow us to provide all support necessary to maintain FDOT ITS and Traffic Management components, but infrastructure as well. This knowledge brings time and cost saving measures to the District. TransCore will analyze all previous work orders and historical data to eliminate key issues.

### *A. Administration & Management*

***Organizational Structure and Management Style***

TransCore specializes in managing all aspects of ITS, Traffic Signalization, transportation software, tolling and additional complex projects for our clients. TransCore's centralized approach has made us extremely efficient in the development of long range planning. Because of our maintenance experience across Florida and around the world, we have an outstanding amount of company resources that allow for an enhanced quality of service and knowledge when faced with new challenges. TransCore develops critical repair schedules and preventative maintenance schedule requirements to reduce equipment failures. Our management staff coordinates the repair and maintenance activities to dispatch the appropriate resources. Daily planning with FDOT, Construction, and Maintenance work prevents unnecessary dispatches and reduces downtime.

Our Organizational Structure outlines the administrative and management approaches. This talented and experienced team will be led by **Contract Project Manager**, **David Burnside**, supported by **Principal-in-Charge, Jonathan Tursky** and **Deputy Project Manager, Brendan Lonergan.** Our **Project Assistant**, **Jennifer Jennings** handles detailed project compliance records and performance reports. TransCore structures our staff to divide key aspects of system maintenance into categories to be managed by area leads. This structure has already started to be deployed under the existing contract with construction activities being led by **Keven Baumann**, responsive maintenance being led by **Carlos Ogando** and preventive maintenance led by **Jerimiah Tucker**. These area lead technicians report to the Deputy Project Manager for their daily accomplishments and activities. This frees up the time of the Project Manager to address each need of the Department in a rapid fashion. We understand that the FDOT requires answers and production on complex matters in a timely manner and this organizational structure allows for this response while keeping all field staff productive.

TransCore's has developed a work culture encourages every employee to take ownership for their work while enjoying daily activities. We have found that this type of work environment keeps staff happy, while encouraging a high level of work efficiency. This culture will continue to be utilized on this new contract to keep staff at optimal performance.

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### Internal Team Coordination

TransCore is experienced in executing work order-based contracts, and we understand the staffing flexibility required to perform tasks depending on the type and size of work authorizations. We have organized a team, with the appropriate staffing levels to ramp up as the District may require or if multiple tasks are authorized concurrently. We have a mature, experienced staff that understands the timely nature of completing certain maintenance activities and the ability to work on a variety of activities that encompass a maintenance program. As the ITS maintenance contractor for other FDOT Districts, we understand the challenges and complexities associated with this type of contract. Coordination of all work performed for this maintenance contract will be executed through direction received from TransCore's Project Manager or the Deputy Project Manager.

### Daily Project Communications

For the day-to-day maintenance of the system, including emergency maintenance, TransCore's staff responsible for receiving and responding to service calls from the Department, will be outfitted with cellular devices to receive all phone calls and emails 24 hours per day, seven days per week. As an option to be provided to the Department, maintenance vehicles can be outfitted with GPS tracking devices. This will allow TransCore management staff and the Department to monitor the location of field technicians through MOMS. TransCore will develop and maintain a contact list for the Department's use to enable our team to be immediately responsive if specific individuals need to be contacted. For afterhours coverage and service, the primary source of reaching the TransCore field maintenance staff will be through our One Call number of 813-358-8610. ***One Team. One Call. One Solution!***

Daily meetings will be held by each area lead and weekly meetings held with all staff members to ensure that all necessary information is disseminated. One of the many benefits of the MOMS software that will continue to be used by TransCore is that tickets will be created for all activities on this project. Area leads, and the Department, will be able to see all activities being accomplished by each staff member to help manage goals and objectives in real time. Managers will be able to comment on technician tickets and a record of all activities will be readily available. This form of management allows for staff autonomy and eliminates excessive meeting times which keeps the FDOT District One system more available than ever.

### Bi-Weekly/Monthly Status Meetings and Project Reporting

TransCore will schedule bi-weekly meetings with the Department's Project Manager, on the second and fourth Thursday of each month, where the Bi-weekly or Monthly Status Report will be presented and discussed. TransCore will prepare, submit and disseminate meeting minutes for each of these meetings. Details of all reports and logs that will be submitted at the Bi-weekly Status Meetings include the following:

- *Bi-Weekly Status Report* – This report will be prepared and presented a minimum of two business days prior the meeting and summarize the maintenance activities performed and/or completed during the previous two weeks. Additionally, detailed maintenance activities scheduled and anticipated for the next two weeks will be presented. The Bi-weekly Status Report will describe the results of all diagnostic tests conducted during maintenance activities and the procurement status of all ordered items. The report will identify any problems that need to be addressed by District One, as well as propose any recommendations toward resolving the issues.
- *Monthly Status Report* – In addition to the items that will be provided with the Bi-Weekly Status Report, TransCore will provide status report on any Special Projects, ITSFM updates completed during the month, details of Vandalism or theft and Contractor Staffing updates. The device availability and

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inventory reports that will be provided include:

- Device Availability Matrix – TransCore will submit a monthly Device Availability Matrix to the Department's Project Manager for approval. This matrix will indicate the total downtime and percentage of operability for each device for a one-month period, supplemented by a three-dimensional line chart showing historical data. The same charts and percentages will be provided for each device subsystem.
- Inventory Status - We propose to maintain inventory records using MOMS; TransCore will generate monthly status reports from the system for delivery to the Department's Project Manager. The updated Inventory Status Report of project equipment will include spare/replacement parts and equipment being repaired by manufacturers and outside vendors. The Inventory Status Report will include detailed information associated with each device or part as specified by the project Scope of Services. TransCore will work with the Department to ensure that the layout and content of the monthly reports are suitable for the Department's needs.

- *Device Logs and Daily Project Diaries* – Along with the Monthly Status Report, TransCore will provide device logs and daily project diaries. As the MOMS is intended for this type of record keeping, we propose using this system for data entry and storage of the required project information. Records will include information such as the responding technician(s), device location and GPS coordinates, device warranty information, date and time of the failure or issue, description of the failure or issue (including preventative and routine maintenance activities), name of the source that reported the failure or issue, cause of failure if known, technician arrival time at the device location, site conditions, description of work performed, technician hours expended, equipment used, maintenance of traffic, date and time of resolution, spare parts used, inoperable parts removed and planned action for failed parts, digital photo documentation, and any additional information pertinent to the work performed.
- *Monthly Invoice* – TransCore will submit an invoice to the Department's Project Manager for all work performed within each one-month period.

### Annual Report

TransCore will generate annual reports in accordance with the Department's defined requirements. These reports will summarize the device availability and work performed during that annual period, as well as a comparison to previous years. This will enable TransCore, and the Department, to identify any trends in maintenance issues that may require a new approach to resolve the problem for the long term. Additionally, the annual report will include an assessment of the cause of equipment failures. As with the monthly reports, TransCore will work with the Department to customize the annual documentation and reporting to ensure that the information is adequate and is shown in the most useful manner for FDOT.

### Methodology to Control Costs

FDOT District One covers five counties and approximately 176 miles of Interstate 75. To be cost effective, most work is completed in house with little to no subcontracts. Our employees are well trained to handle most job functions and specialty work we perform. This saves time and money by offering one company that can manage daily operations without seeking other companies' assistance to complete work. TransCore's management plan to control cost is to have preventative maintenance technicians repair or replace minor deficiencies in the system during scheduled maintenance activities. TransCore has the knowledge and ability to provide maintenance services for any device in the system including the arterial roadways within District One. Our team understands the preventative maintenance approach to reduce failures and cost of repair to the ITS devices.

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During regular scheduled preventative maintenance, issues are identified early, often reducing lengthy and costly repairs. The Project Management staff constantly reviews work orders to dispatch the right technician to complete the work. TransCore will maximize efficiency through innovative ideas such as equipment storage, inventory controls, network monitoring tools and equipment to control and reduce cost. TransCore engineers modify software to help troubleshooting and documentation of work order status, repair activities, preventative maintenance work and inventory. TransCore's project management team reviews all locates, trouble reports, and priority work each day before assigning work. TransCore uses a systematic approach to estimate the strengths and weaknesses of project investments to determine options that provide the best approach to achieve benefits while preserving savings. Developing our own inventory control and tracking system through the implementation of our MOMS software has been vital to the success of cost savings and time. This specialized software, specifically developed for ITS maintenance, aids in the management of inventory through printed bar-code labels and mobile apps to control cost and labor while performing monthly inventory to field devices and FDOT equipment.

For day-to-day recurring ITS maintenance services, each of TransCore's trained technicians/electricians are prepared to perform the task at hand with the necessary tools and equipment such as, a smart phone, laptop, and most important, a critical spare part inventory in their vehicle that further helps to control costs and expedite repairs. The various schedule types that we manage include preventive maintenance schedules, meeting schedules (bi-weekly & monthly), reports, special projects schedules and any other assignments requested by District One.

As a previous communications dispatch supervisor, David Burnside, District One's Project Manager, understands the complexity of unnecessary travel, rework, and maximizing work order counts. Through this experience and our prior experience on this project, we see the need to diversify our technician footprint. This will be accomplished through a sophisticated dispatch plan that will consist of deploying technicians to areas where increased failures are experienced. Once a failure occurs and is identified, technicians will be on standby to ensure that each issue is addressed as rapidly as possible. This will help to ensure that all performance measures are addressed, and the system is kept at the highest level of availability.

### Coordination between TransCore and Department

During monthly meetings, work order activities, locates, PM issues, construction, and new equipment installation is discussed with the Project Manager. The coordination of this meeting improved the efficiency of the Department and the team working together for a common goal. We look forward to increasing this frequency to bi-weekly and continuing monthly meetings with the operations staff to address any issues between maintenance and operations. These meetings have especially shown value during emergency events such as Hurricane Irma. TransCore worked collectively with HNTB, Lucent Group, Kyra, and FDOT to make necessary emergency fiber connections for additional back-up servers and communications to the Satellite Traffic Management Center (STMC). This permitted Operations to work out of the District One STMC if District Seven or the RTMC was un-operational due to the storm. After the

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storm, TransCore responded immediately to dispatch emergency generators and restore power. With many downed devices, loss of utility power, and storm related outages, we maintained as many devices as possible while sustaining fuel in all generators. TransCore will continue to provide superior ITS maintenance without disruption. When faced with difficult challenges TransCore delivers. ***One Team. One Call. One Solution!***

### Services Reliability

Our methodology for services reliability is strongly based on our experience and proved track record. The training provided to our staff and the experience within this specific District One ITS provides for knowledgeable and efficient staff which fuels services reliability. We will utilize MOMS as our primary form of communications with the operations group, and IT Staff, to provide real time updates on inoperable components. This will allow for much faster and reliable response times as opposed to receiving a device report once per day to identify any issues. By receiving updates in real time, we can determine the location of the failure and dispatch the closest technician through our GPS tracking functionality. We already have procedures in place with our existing maintenance contracts to effectively communicate between the operations and maintenance teams. We look forward to working with FDOT to continue to come up with new and innovative ways for communications effort between the operations and maintenance staff.

### Maintain schedules

We have developed an Operations and Procedures Handbook to help provide a procedural guide for all maintenance activities and warranty repair work associated with District One maintenance activities. This has always remained a “living document” as equipment changes and new maintenance policies and procedures are developed to reflect the most current information. Implementation and adhering to a preventative maintenance plan has secured optimum performance and longevity to each of District One’s ITS devices. Preventative maintenance is regularly performed on ITS equipment to lessen the likelihood of it failing. Currently the devices throughout the five counties are split into four months to complete preventative maintenance three times a year.

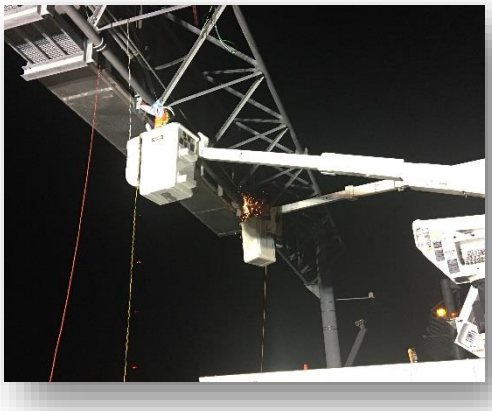
TransCore’s work order system (MOMS) maintains these schedules, generates the work orders, and records activities. When the technician identifies an issue, it is documented on the electronic preventative maintenance sheet, the work order system then automatically opens a work order for repair. Device issues if minor, are repaired while at the site to save time and money. If the repair is extensive, additional evaluation, scheduling, and estimating take place to ensure quality and price are met with the Department Project Manager’s approval. Team staff also maintain monthly conference calls with IT to discuss issues in the field, network, and communications between departments. Mr. Burnside fosters this communication to have a successful system and to improve operational efficiency.

With the changing dynamics within ITS, TransCore provides additional services pertaining to support and/or maintenance of the ITS field devices and infrastructure as needed. TransCore performs the Preventative Maintenance services during off-peak hours and occasional weekends when Maintenance-of-Traffic (MOT) is required. We will send all preventative maintenance schedules on an annual basis to the Department’s Project Manager for approval. Mr. Burnside, Mr. Tursky and staff are extremely knowledgeable of District One’s preventative maintenance schedules and the importance to the overall

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system. Additionally, all maintenance and repair schedules will be developed based on each task and submitted for approval. All estimates will include materials, labor, resources and any MOT required along with a repair schedule. Our Operations and Procedures Handbook is updated yearly to identify any new methodology or style. As we discover new techniques and develop better processes we update the procedures handbook annually.



To maintain the schedules outlined within the project Scope of Services, we will have field technical staff within the project area always, prepared to immediately respond to any maintenance requests from the Department. In case of scenarios where staff is required in addition to those who are on-site, we can readily support any maintenance needs through supplemental staff from TransCore's Tampa office and / or Miramar office. Preventative Maintenance schedules, once approved by the Department, will be automatically generated through MOMS for work to be performed by field staff during times when there may be no existing trouble calls to be handled by the maintenance contract. With proper management of the maintenance contract, all preventative and routine maintenance will be performed in a timely manner to meet the required performance goals.

## B. Identification of Key Personnel and Staffing Plan

TransCore has been exclusively dedicated to the transportation industry for over 80 years. We have fostered innovation, sharpened technology and hired the most capable and experienced personnel. The table below includes details on staff qualifications and experience, and highlights TransCore's proposed key personnel who exceed all requirements for this RFP. Our Contract Project Manager, David Burnside, is currently responsible for all project deliverables including invoicing, inventory controls, planning, schedules, network management, purchasing, plans review, staff, compliance, ITSFM and reporting. We are committed to performing duties, 24 x 7, 365 days a year as needed. All staff will be recognizable by color coordinated uniforms to provide a professional appearance. TransCore will provide phone contacts for each staff and have one call number for any emergency. Detailed resumes are included in the Appendix, Tab B.

***There will be a seamless transition to this contract as all project management staff has previous experience working for District One on ITS maintenance services, including key personnel who work under the current ITS maintenance contract.*** The TransCore team is some of the most talented staff in the industry. As the Project Manager and eight-year service provider to the Department, David Burnside has had the pleasure of working several FDOT projects including the Southwest Florida International Airport (SWFIA), diverging diamond, Bartow InSync, and on other construction projects. TransCore is proposing 10 local ITS maintenance technicians/electricians to provide the necessary preventive maintenance and repairs for the ITS infrastructure.

*Certifications, Licenses and qualifications as required by the contract are in Appendix A. Resumes for all staff is in Appendix B at the end of the proposal. We have outlined our skilled and experienced team on the following page for your reference*.

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| Team Member | % of time | Civil PE | Electrical PE | Cohu Training | MOT Certification | IMSA Traffic Signals | Fiber Optic Cabling/Splicing | FDLE Background Clearance | SLERS Background Clearance | ITSFM | CCNA | Low & High Voltage Electrical Contracting License | Years of Experience |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| David Burnside<br>Project Manager | 100% | | | • | • | • | • | • | • | • | | | 10 |
| Jason Small, PE<br>Sr. Engineer | 25% | • | • | | • | • | • | • | • | | | | 16 |
| Ronni Irizarry<br>ITS Specialist II | 50% | | | | | | | • | | | • | | 8 |
| Brendan Lonergan<br>Deputy Project Manager | 75% | | | • | • | | | • | • | | | | 14 |
| Jennifer Jennings<br>Project/Admin. Asst. | 100% | | | | | | | • | • | | | | 4 |
| Tyler Garry<br>Advanced MOT | 20% | | | • | • | • | • | • | • | • | | | 11 |
| Jonathan Tursky<br>Principal-in-Charge | 10% | | | | • | • | • | • | • | • | | | 14 |
| Carlos Ogando<br>Sr. Technician | 100% | | | | • | | | • | • | • | | | 15 |
| Kevin Bauman<br>Technician II | 100% | | | | | | | • | | | | | 10 |
| Jerimiah Tucker<br>Technician II | 100% | | | | • | | | • | | • | | | 3 |
| Jim Seel<br>ITS Specialist I | 20% | | | | | | | • | • | • | | | 8 |
| Russell Felgemacher<br>Electrician | 20% | | | | • | • | | • | • | • | | | 13 |
| William Chambers, PE<br>Electrical Engineer | 20% | | • | | | | • | • | | | | | 14 |
| Chuck Napolitano<br>Electrician | 10% | | | | • | | • | • | | | | • | 30 |

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## 3. PROPOSERS TECHNICAL PLAN

TransCore the largest firm and industry frontrunner delivering innovative products and services to transportation departments and agencies across the globe. Our mission is to provide engineering solutions for safer, more reliable travel on our roads, bridges, tunnels, and highways. We currently manage over 21,000 intersections and support the deployment of the USDOT's Connected Vehicle Deployment Pilot Project in New York City. FDOT can count on TransCore to respond to all service requests and clear the problem quickly and efficiently. TransCore works with FDOT, Operations, and field contractors to resolve any issues that may arise. TransCore, working for FDOT, will respond quickly to all service requests. Our team has a strong assembly of the best personnel who are skilled, experienced, and knowledgeable on all ITS devices. As mentioned in the Management Plan, TransCore is proposing the same core team as a value-added benefit to provide the right resources and means to minimize downtime.

TransCore has multi-year experience in maintenance and construction services to ensure quality workmanship in District One, which includes Collier, Lee, Charlotte, Sarasota, and Manatee Counties. The existing ITS system consists of 205 cameras, 65 Dynamic Messaging Signs (DMS), 320 Motor Vehicle Detection Systems, (MVDS), nine Roadway Weather Informational System (RWIS), four HUB's, 30 Highway Advisory Radio (HARB) Beacons and two Traffic Management Centers. TransCore's on-site project management staff has previously worked with District One and the ITS manufacturers in developing the current approved Preventative Maintenance plan for each of your ITS devices and subsystems. District One ITS devices utilize a combination of fiber, electric, and some electronic equipment to connect to the RTMC's.

As an example of experience and capabilities, TransCore performed the installation of Bartow's Adaptive InSync Signal Upgrades to five traffic intersections. TransCore worked with FDOT and Rhythm Engineering to install an intelligent transportation system that enables traffic signals to adapt to actual traffic demand. TransCore also installed the I-4 Fog Project which included thermal cameras, roadway weather systems, and highway advisory equipment. TransCore remains the leader in maintenance and construction of ITS devices throughout Florida. Team members have worked with Collier county to install traffic control devices and mast arms at major intersections in Naples, Florida. ITS technologies are evolving rapidly as technology changes take place and TransCore employees adapt to use a strategic plan to deliver success.

### A. Technical Approach

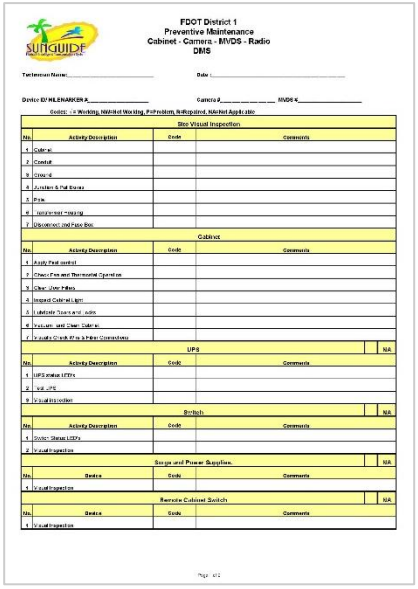
TransCore's involvement in maintenance and construction activities extend more than 40 years. Our familiarity with traffic control systems, inductive loops, lightning protection, conduit, wired and wireless communications, electrical, utility power, concrete, steel, aluminum, cabinets, camera lowering devices, wireless communications, highway signaling, ramp metering, generators, uninterrupted power supplies, Adaptive signal control, HUB's, RWIS, MVDS, HAR's, Networking devices, and video equipment runs deep.

The process for repair of field devices is usually initiated by the SunGuide TMC Operations staff. They are notified by a "Failure Alert" created by the SunGuide software when a device is off-line. After receiving the failure alert, the SunGuide TMC Operations staff creates a ticket defined as Critical/Non-Critical. Critical is any of the DMS, cameras, or three or more devices in the same area. The ticket is first reviewed by SunGuide TMC Kyra IT group to determine if the device can ping through the network and be reset through SunGuide. If the reset fails, Kyra IT Group will notify TransCore team of the device failure. TransCore team will respond within 10- minutes on any emergency; 30-minutes of notification on priority work, and 90 minutes on routine work orders. All ticket responses through the work order system will be

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closely managed by TransCore's project management staff to ensure compliance with the performance time tables. Once on-site, the technician/electrician will begin troubleshooting to determine if the failure is major or minor.


FDOT District 1
Preventive Maintenance
Cabinet - Camera - MVDS - Radio
DMS

**Preventative Maintenance-** TransCore's locally based office in Ft. Myers has a sound capability to perform this work. To ensure quality assurance, random spot checks and quality control measures are verified. We often inspect work for all modifications of the system and to make sure specifications are met to match FDOT standards. TransCore understands the PM requirements for all device types CCTV, DMS, MVDS, RWIS, HAR; and UPS. Our team has worked with manufacturers to optimize the equipment's performance. We have previously worked with Adaptive Displays, Vicon, Cohu, Bosch, Daktronics, Ledstar, Wavetronix, EIS, Alpha Technologies, Siemens, Simrex, and many other manufacturers.

**Construction Services-** TransCore has replaced two DMS due to vehicle crashes. We accomplished this in record time from start to finish, approximately five hours, restoring services to the device and minimizing lane closures and disruption of the travel lanes. In our sizeable experience while working for District One we have replaced camera poles and detector poles due to vehicle crashes. As a value-added benefit the Project Manager has provided estimates to disaster reports to seek claims against the insurance company for reimbursement. To date, TransCore has collected over $250,000 dollars in damages to ITS devices and recouped these savings back to District One. Our construction crew has been beneficial to the project by installing generator pads, handrails, and replacement of damaged ITS devices. We look forward to all future endeavors replacing equipment to newer technologies in ITS devices.

In providing the Department with a maintenance strategy, TransCore will cover five (5) major areas of service: 1) preventative maintenance; 2) construction services; 3) corrective work orders; 4) predictive work orders; and 5) force majeure work orders. The following is an overview of the preventative maintenance process that will be provided under this contract as well as methods of enhancing the ITS maintenance services. In addition to the PM checklist, we will also provide a schedule for performing the preventative maintenance for the entire year. TransCore's proposed staffing plan provides for a minimum of 10 dedicated ITS technicians that perform preventative maintenance services and respond to services calls.

**Corrective Work Orders** – Our corrective work orders can be assigned high, medium, low, or very low based on priority levels. These work orders can also be assigned to a group or individual to prevent duplicate dispatches. DMS and CCTV repair has always been the priority work orders for District One. This has been very challenging due to DMS company restructure and receiving replacement pixel boards. Many boards were reworked overseas and had long lead times on return. The team working with FDOT provided solutions to purchase better pixel boards which improved signs display. If any trouble ticket has more than two hours of trouble shooting time, FDOT Project Manager approval will be requested in writing. If approved by FDOT Project Manager, work orders will be documented and attached with all substantiated documentation to show approval.

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**Predictive Work Orders –** TransCore recognizes the importance of predictive tickets. These are utilized for planned upgrades or system outages. We have been tasked with replacing many of the analog cameras to IP cameras, analog to IP lowering devices, older MVDS to new units and newer UPS's. All this type of work is tracked and documented thru a predictive work order in MOMS. As technologies change and better means of transportation are developed TransCore can replace these devices.




**Force Majeure Work Orders-** These work orders are placed due to storm and other natural disasters often unforeseen or unpredicted. During Hurricane Irma, unprecedented events took place such as heavy wind, lightning, and rain. The storm left system outages to many ITS devices including large power outages, wind damage to highway signs, and extreme flooding. Work orders identified in this category help report number of devices out; cause of failure, and amount of time to restore. These events or effects cannot be reasonably anticipated or controlled. To provide a safe environment our technicians are trained in all MUTCD, NEC, ADA, OSHA and IEEE standards, when implementing repairs or upgrades for the ITS subsystems.

***The following detail methods will be used by technicians to minimize downtime and improve the reliability for the ITS subsystems:***

**Prioritize Trouble Tickets**- TransCore staff review and prioritize tickets generated through the work order system using tools and troubleshooting techniques to isolate failures and minimize downtime. TransCore staff understand the importance of keeping the system operational year-round. To help facilitate this work, TransCore will be on-call 24 hours a day, 7 days a week, year-round for the duration of the contract to respond to any emergency that arises. This includes but is not limited to vehicle crashes and storm related events. Priority tickets include any State of emergency associated with a disaster recovery, DMS failures, and camera work orders.

**Dispatch and Repair/Replace-** TransCore technicians will isolate the fault and resolve any issue to the network. TransCore technicians will take the necessary steps to quickly identify the issue and restore functionality. TransCore is pleased to see we will have access to SunGuide software (which we currently do not) and will be able to verify if the device is working properly before closing the ticket in the work order system. Technicians will work closely with IT Staff and Operations to maintain ITS components.

**Network Configuration & Management-** Configurations within the ITS infrastructure are necessary due to additional devices being added to the network and switch upgrades to a GIG network. TransCore CCNA certified technicians will evaluate current system settings, routing, and network typography to make recommendations. TransCore network technicians will also upgrade layer 3 switches at HUB locations to improve efficiency and dependability to the system. Our network staff have the training and certifications to complete all aspects of network management and configurations. **As a value-added service**, TransCore's certified CCNA technicians will develop a Network and Dependency Diagram to show all ITS devices with respect to other devices within the corridor. We will list all communications and network

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architecture to each device connection to the fiber optic backbone. Each year the Project Manager will update all new device additions, changes in configuration, and other updates as directed by the Department. TransCore will submit this network diagram to FDOT District One in electronic format for approval.

**Administration Reporting-** TransCore will track all device failures and uptime matrixes to determine network vulnerabilities. TransCore will make recommendations to have 100% uptime to system and system components. MOMs notifies our field ITS technicians/electricians to issues and equipment failures throughout the project. MOMS is an ongoing database to support the Departments needs in reporting:

- Device failures
- Inventory tracking
- Preventative maintenance schedules
- PM reports, work order reports
- Predictive tickets
- Warranty repair
- Device uptime reports

MOMS email notifications dispatch the appropriate resources to respond to trouble tickets both preventative and corrective. TransCore maintains server upgrades, system changes, software modifications to constantly enhance the system and user functionality at no additional cost. TransCore's MOMS will continue to be a value-added benefit due to the expansion of equipment on both Interstate and Arterial roadways as maintenance and repair devices grow. We have the necessary equipment and personnel capable of maintaining and repairing the field equipment and infrastructure deployed throughout the geographic coverage area. TransCore realizes the importance of proactive and predictive maintenance. As such, we are committed to implementing the best maintenance practices on this contract. As inventory management and control is at the heart of successful ITS maintenance services, TransCore's team will develop a spare parts requirement table that will include all the required critical parts to be kept (minimum 10%) to minimize downtime.

**CCTV –** When upgrading analog CCTV cameras to HD cameras, TransCore utilizes POE (Power Over Ethernet) to power the built-in encoder therefore minimizing the quantity of devices and failures. We are currently upgrading all lowering devices on Interstate I-75 thru all five counties. During this process of equipment upgrades, we replaced analog cameras with high definition which provides a higher resolution picture for the Operations staff. We have worked with many manufacturers of cameras including Vicon, Bosch, Axis, Cohu, & Siqura to name a few.

**DMS (LEDSTAR, DAKTRONICS, ADAPTIVE) –** One of the biggest evolutions in ITS devices has been the changes with DMS technology. TransCore's technicians/electricians have been trained on troubleshooting techniques to reduce the downtime of the DMS, which includes the color signs currently being transitioned into District One. To keep up with system vulnerabilities' in software we will maintain an updated database with the latest versions of the firmware (per sign type), all specs and technical sheets, as well as a full stock of spare parts. TransCore has experience with Daktronics full matrix, full color walk-in signs within Districts Six and Seven and we will utilize this experience to cross-train our District One technicians.

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**MVDS** –The most important aspect of the MVDS is proper calibration during the PM cycle. These procedures have been developed to ensure no less than 95% accuracy of speed and volume during calibration. This is critical as the MVDS provides the necessary data for all SunGuide travel times. Our technicians verify lanes, vehicle counts, and speeds to insure accuracy in reporting and have worked with all detector manufacturers to manage day to day operations year-round. We have developed a District One specific calibration sheet to track all failures below 95% and the readings from each detector. If accuracy statistics cannot be adjusted through calibration, then the detector is changed out with a new unit and RMA is issued.

**Communication Hub –** Hubs are critical connection points between the field devices and SunGuide TMC's. ITS maintenance at the hub starts with ensuring that the perimeter of the building is clear from debris and pull boxes or splice vaults are covered and unobstructed. It is also important to verify grounding is inspected for any deterioration and that service drops are not showing signs of excessive corrosion. Within the building, TransCore's maintenance responsibilities are all-inclusive up to the Layer 3 switch. Since the components in the hub are climate controlled, it is important to check the A/C filters and confirm functionality of the A/C fail-over. Another critical check is the generator and transfer switch ensuring all fluids are checked and the fuel tank is topped off while exercising the generator for the manufacturers recommended time.

**Adaptive Signal Control Technology (ASCT) –** Once deployed most ASCT systems are simple to operate and maintenance is minimal. TransCore technicians are trained to do all testing of system components and to identify issues with a multitude of detection techniques. While existing traffic control systems include some limited dynamic controls, such as ground induction loops and traffic cameras for monitoring the number of cars at a stop light, speed sensors embedded in the road, and synchronized light timing, such systems are often changing, and technicians manages these systems to deliver best performances. Just as TransCore was able to rapidly and efficiently assist with the detection systems on SR 70 we will continue to assist with all ASCT systems throughout the district.

**Grounding/Lightning Protection/Surge Suppression –** Every ITS subsystem needs to be thoroughly inspected for grounding, lightning and surge suppression. Damage to any of these components can result in repetitive failures. Our technicians /electricians are trained to visually and physically test the condition of the grounding array, status of surge suppression and bonding. This maintains the integrity of these protective systems.

**HAR (highway advisory radio/flashing beacons) –** Highway Advisory Radio (HAR), in conjunction with the flashing beacons signs, provides dissemination of traffic- related information over an AM broadcast band. Maintenance of the HAR transmitter sites requires verification of the grounding system. This is necessary as it is imperative for AM radio transmission and will directly dilute the capability of the AM transmitter if grounding is not perfect. The flashing beacons serve as notification to the motorists that a message is being communicated over the AM broadcast band and we will test these sites for proper functionality.



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**Communication System** – TransCore has been involved in the programming, deployment and connection of several different types of switches within District One including: Siemens, GarrettComm, Brocade, Foundry. However, our overall network experience extends to many other device manufacturers. We have developed district specific diagrams which provides us with a tool to map out the interaction between servers, field cabinets, and network components. This visual representation of the network architecture makes it easier for all users, these switches utilize fiber optics as a means of communication between field devices and the Layer 3 core switches located at the hubs and SunGuide TMC.

Two examples in troubleshooting ITS devices and procedure to complete the work order are listed below.



**CCTV Troubleshooting –** Issue: CCTV not providing video feed. After checking the surrounding area to the cabinet, the ITS technician/electrician will first check the incoming power to the cabinet from the service point. Next the technician/electrician will use a video monitor (for analog cameras) or laptop (for IP cameras) to check the video feed from the camera. Once it is determined that the camera is faulty, he will proceed to utilize the lowering device tool to lower the physical camera. A replacement camera will be installed, and network settings programmed. Each of our skilled technicians has the configuration of all field devices stored on their laptop for quick deployment to the device. Once video is seen on the network by operations staff after all repairs are complete, the technician/electrician will then proceed to set the camera titles, date/time, compass setting, and test the video for pan-tilt-zoom (PTZ). Once completed the technician can update the work order in MOMS with all notable information and close the work order.




**DMS Troubleshooting –** The ITS technicians/electricians on-site will first reset power of the DMS sign and the main controller. Then, in this example, after testing the sign the pixel failure/error remains. Technicians will use software to run system diagnostics to isolate the issue and find pixel issues that exist. Technicians will change out any failed pixel board to return to manufacturer for warranty repair/replace. Lastly, the sign is re-tested and verified with Operations or IT group and inventory updated. DMS's are important for incident management information which provides real-time information to motorists of any incident or other roadway issues. TransCore will maintain a full stock of replacement parts and will work closely with the DMS sign manufacturer(s) to keep the latest firmware version that is compatible.

TransCore's ITS maintenance team is aware that one of the most important aspects to reducing failures and providing optimal performance is a quality Responsive Maintenance plan. Experience with all District One devices help reduce time troubleshooting and cost associated to restore equipment failures. Significant system failures in maintaining layer three switches and backup generator power to storm related events was recently identified. During last year storm from Hurricane Irma several locations went

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without power. Staff deployed portable generators to assist with getting the devices back online, but wide-spread failures occurred. Fuel shortages also contributed to maintaining the generators while being deployed.

Many devices including network operations were impacted with loss of utility power. After careful planning and considerations to current generator capabilities the generators are being permanently mounted in the field. TransCore has identified a 500-gallon storage tank for fueling generators and vehicles during power outages. These activities provided evidence of our team's commitment and dedication to the restoration and maintenance of the District One ITS. We have and will always continue to work relentlessly to restore services and creating safe passages for all travelers.

## B. Facilities Capability



TransCore has thoroughly searched the area to improve the geographic region and amenities of our current office. We completely understand the capabilities, location and features this facility needs to have for this contract.

TransCore has submitted a letter of interest on a new facility, specifically tailored for this contract. Our analysis of the project corridor shows that mile mark 139, Luckett Road, is directly in the middle of the mileage covered under maintenance. The facility located at 5844 Enterprise Parkway, Ft. Myers, will provide a total square footage of 6,000sq/ft. It is located only eight miles from FDOT Regional Traffic Management Center, occupying nearly an acre of footprint. TransCore has invested a great deal of time and research into finding the best location possible and we are excited about this offering. Outdoor storage, dock height loading, office and conference room space as well as a multitude of rack space for device storage are only a few of the advantages of this building. TransCore will manage this new space with individually marked sections, horizontal row designations and vertical assignments, all input into the MOMS system, to ensure that every piece of equipment is individually monitored and easily located. TransCore's Ft. Myers office is close to the Interstate, allowing a quick response to obtain a necessary device. Any portion of this available storage space may be dedicated specifically to this contract.

This location will be supplemented by our Tampa and Miramar locations which will have the ability to provide additional storage and capabilities for this contract. Our Tampa office, which is less than two hours away, is the **only authorized Cohu repair facility in the southeast.** TransCore will utilize this facility for all repairs necessary to FDOT's Cohu cameras rather than sending units back to California for repair. The Tampa TransCore office is also located only 40 miles from the District One headquarters in Bartow. This will allow any necessary equipment to be stored local to the headquarters while also providing a central location for all device repairs within Ft. Myers.

TransCore has multiple office and warehouse space throughout Florida and has proven beneficial when performing jobs in multiple cities. This saves on travel expenses and allows for efficiency in getting to the job faster. Multiple offices have enhanced deployment efforts while reducing labor and other associated

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cost. Purchasing from many different suppliers located in different cities has also made the receiving easier when parts or supplies are needed. Our offices work together to receive merchandise and deliver where needed. For example, the Ft. Myers office needed emergency fiber from a distributor to complete emergency repairs recently on Alligator Alley. We were able to pull from stock located in our Orlando office to make these repairs in an expedited manner rather than wait 16 weeks for a new fiber optic cable order to arrive.

TransCore will provide warehouse space and support the Department's spare parts, portable generators, and MOT related equipment. The Project Manager will provide a list of all spare parts to purchase to keep the system operational as defined in the scope of services. These combined facility capabilities and inventory management practices will be used for District One and serve all necessary needs for the District. ***One Team. One Call. One Solution!***

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## C. Prior Relevant Experience

| Project Name & Description | Start Date | Completion | TransCore Contract Value | Client Contact |
|---|---|---|---|---|
| **FDOT District Seven District Wide ITS Field Device Management** - task-oriented project to provide corrective and preventive maintenance to field devices. | Jan. - 11 | Contract 2: June - 17 | Contract 2: $17.8M | FDOT District 7 Romona Burke (813) 615-8613 |
| **FDOT District One District Wide ITS Maintenance & Fiber Locate Support Services -** Task-oriented project to perform corrective and preventive maintenance for ITS field devices in District 1. | Feb - 08 | Contract 1: Jan-13 Contract 2: May-18 | Contract 1: $3.5M Contract 2: $9.4M | FDOT District 1 Justin Merritt (941) 749-3500 |
| **FDOT District Seven ITS Continuing Services** - Task-oriented project to perform services for ITS studies, planning & design of minor ITS projects. | June - 17 | Est. Completion May - 22 | $5M | FDOT District 7 Romona Burke (813) 615-8613 |
| **FDOT District Six SunGuide ITS Maintenance –** task-oriented project to maintain the ITS field equipment in Miami-Dade and Monroe Counties. | Jan - 97 | Contract 4: Est. Jul-17 | Contract 4: $8.4M | FDOT District 6 Javier Rodriguez (305) 470-5757 |
| **FDOT District Three I-10 / I-110 FMS and RTMC (DBOM) –** TransCore is providing comprehensive design, build, operate, and maintain services for an FMS and RTMC. System consists of 12 DMS, 40 CCTV, 88 MVDS, 1 RWIS and 40 miles of fiber optic cable. | July - 08 | June - 18 | $34M | FDOT District 3 Amy Diruso, PE (850) 330-1241 |
| **Pinellas County General Engineering Consultant Services for ATMS / ITS Contract No.:** Task orders services to assist in developing the scope of services, contracts, & MOU; Design of ATMS / ITS systems. | May - 17 | Contract 2: June- 22 | $3.15M | Pinellas County Mr. Ken Jacobs (727) 464-8928 |
| **FDOT Turnpike Enterprise - ITS Maintenance-Northern Section** - TransCore provides 24/7 support and preventive maintenance and repair services of ITS infrastructure and systems over 230 miles of roadway. | Apr - 13 | Contract 2: Sept-16 | $4.6M | Turnpike Operations Ed Hernandez 954-934-1625 |
| **Regional Transportation Management Center (RTMC) at Chipley FMS/RTMC Maintenance Support Services -** Routine Preventative Maintenance (RPM), Responsive Maintenance, and diagnostic and replacement services for six counties. | Oct. - 15 | Oct. - 20 | $10M | FDOT District 3 Amy Diruso, PE (850) 330-1241 |
| **FDOT District 5 ITS Maintenance** - This district-wide program provides 24/7/365 preventive maintenance and repair services of ITS infrastructure and systems in an area that expands 10 Counties. | Mar-16 | Mar-21 | $6.0M | FDOT District 5 Ron Miller 386-943-5370 |

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## 4. WORK PLAN

The FDOT District One ITS work plan is to provide a procedural guide for all maintenance activities and warranty processes work associated with the District Wide ITS Maintenance and Fiber Locate Support Services Contract. This work plan will provide FDOT staff, Operations staff, ITS Maintenance staff and others with a clear understanding of the current ITS conditions and maintenance requirements.

Maintenance of all devices will be handled through dispatch of technicians utilizing MOMS. Operations staff will complete a variety of system device checks for verification of device functionality. These checks will result in the creation of work orders or notification to the maintenance staff of issues experienced. Once these items are identified, TransCore maintenance technicians will respond as quickly and safely as possible.

**Preventative Maintenance**

Proper maintenance begins with implementing and adhering to a preventative maintenance plan that will be followed routinely to assure optimum performance and longevity of each District One ITS device. A preventative maintenance work plan includes detailed preventative maintenance procedures and checklists for each ITS device as well as documentation guidelines. A log for all ITS devices, detailing preventative and routine maintenance services, repair services, parts replacement, equipment warranty records, communications and recommendations, and any other relevant occurrence should be maintained.

The institution of a regimental maintenance plan, along with maintenance of a detailed device log, will allow any concerned entity: FDOT, Operations, ITS Maintenance Contractor, Construction Zone Contractor and others, to seamlessly identify and document all existing equipment settings, conditions and operational / maintenance status, easing any diagnostic, troubleshooting and repair services.

Spare parts stored at the warehouse are to be utilized as replacement parts for field devices. All parts transferred between parties and for use on work orders, will be accompanied by proper transmittals. These transmittals will be used as back up inventory documentation. In addition, all equipment, including spare parts, will have bar code and serial number tracking for verification of inventory. All preventive maintenance plan procedures should be adhered to and events properly documented by the construction contractor. TransCore will enter work order tickets for any outstanding issue that is unable to be resolved easily during preventative maintenance services, Additional field issues found will be tracked with proper documentation including FDOT field reviews.

**CCTV Cameras (CCTV)**

Preventative maintenance on CCTV should be carried out per the manufacturer's specifications. All items listed on the PM checklist for CCTV should be followed and recorded. If an issue is discovered during the PM process, the technician will document, on the preventative issues log, all procedures completed to troubleshoot the site and any additional work completed beyond the specific items included on the PM checklist. Technicians will replace all non-working cameras, revise all serial numbers in the Maintenance Online Management System (MOMS) and update device log documentation.

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**DMS**

Preventative maintenance on DMS will be carried out per the manufacturer's specifications. All items listed on the PM checklist for DMS will be followed and recorded. If an issue is discovered during the PM process, the technician will document, on the preventative issues log, all procedures completed to troubleshoot the site and any additional work completed beyond the specific items included on the PM checklist. Technicians will replace all non-working DMS, revise all serial numbers in the Maintenance Online Management System and update device log documentation.

Several different manufacturers of DMS are installed within FDOT District One including: Adaptive, Ledstar and Daktronics. Each manufacturer requires specific procedures for troubleshooting prior to honoring the warranty. These procedures should be referenced and verified prior to beginning any work on a DMS. If the IT department cannot clear a message on a DMS within 30 minutes, a work order will be created, and a technician dispatched to troubleshoot the DMS. Technicians will track pixel issues and warranty items for all manufacturers of DMS. When removing pixel boards, power supplies or other equipment, the technician is required to verify whether the part is covered under warranty. If deemed a warranty item, the technician will request an RMA tracking number and create an RMA ticket within MOMS.

Each DMS manufacturer has thresholds for pixel issues and recommended replacement thresholds. Ledstar has set their error threshold to 1.333%, which is equal to 45 pixels. The Ledstar shut down threshold may be reprogrammed with a different threshold number if desired. Upon reaching the threshold, the DMS is programmed to shut down. Pixel boards should be replaced when they are visually impacted or just prior to reaching the pixel threshold error status. The IT staff will perform a weekly test to help discover issues and prevent outages and a work order will be created when the Ledstar sign reaches 30-pixel errors, prior to shut down.

Adaptive DMS software can be misleading and is not always accurate. To combat this difficulty, multiple tests will be performed with different results. The manufacturer recommends board replacement after any failure on a pixel test; however, it may be necessary to wait until a visual issue occurs before replacing a pixel board. TransCore installed new Adaptive pixel boards at five locations (65.5 SB; 106.0 NB; 109.9 NB; 134.4 NB; and 145.2 SB) and these are currently under warranty. These locations require RMA procedures for manufacturer repair or replacement as soon as an issue arises. All Adaptive signs with defective pixel tests per the manufacturers recommendations should be replaced once a board reads as failed with 45-pixel errors or the message display is affected. Daktronics signs should be tested monthly for LED and electronic circuitry status. Currently no thresholds have been programmed in the controller, but this can be added based on customer preference.

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**MVDS**

Preventative maintenance on MVDS will be carried out per the manufacturer's specifications. All items listed on the PM checklist for MVDS will be followed and recorded. If an issue is discovered during the PM process, the technician will document, on the preventative issues log, all procedures completed to troubleshoot the site and any additional work completed beyond the specific items included on the PM checklist. Technicians will replace all non-working MVDS, revise all serial numbers in the Maintenance Online Management System (MOMS) and update device log documentation.

Several different manufacturers of MVDS are installed within FDOT District One including EIS and Wavetronix. During the PM process, it is important to note that each individual travel lane should be checked for volumes and speeds rather than an average of all lanes. Individual detector calibration is to be conducted during each PM visit to test the accuracy of the detector. A second accuracy check will be performed at each location following calibration to ensure that detector data being received is within the acceptable accuracy range. Data will be recorded and compared to the state specifications to verify that it falls within acceptable parameters.

When conducting the volume calibration, one technician will use a tally counter, and another will monitor the data from the laptop computer. Each travel lane will be monitored for ten minutes and documented with vehicle counts and speeds. For vehicle detectors monitoring travel lanes in both directions, additional technicians are required to test both directions of travel simultaneously. For each lane, the manual counts should be compared with MVDS counts. When performing speed calibration one technician will use a speed measurement device and another technician will monitor the software and record speed readings accordingly. The manual speeds will be used as the ground-truth, against the MVDS speed measurement. All volume and speed verification will be documented and submitted to the Department for review. As listed during the PM process, the technician will document, on the preventative issues log, all procedures completed to troubleshoot the site and any additional work completed beyond the specific items included on the PM checklist.

**Highway Advisory Radio Transmitter and Beacon (HART/HARB)**

Preventative maintenance on all HART/HARB should be carried out per the manufacturer's specifications. All items listed on the PM checklist for HAR devices will be followed and recorded. If an issue is discovered during the PM process, the technician will document, on the preventative issues log, all procedures completed to troubleshoot the site and any additional work completed beyond the specific items included on the PM checklist. Technicians will replace all non-working HART/HARB, revise all serial numbers in the MOMS and update device log documentation.

All HART/HARB are controlled with the vendor's software. If any issues with communications are experienced, the operations staff will enter a work order in MOMS. All HART/HARB will have preventative maintenance performed on a quarterly basis. Technicians will verify with the operations staff if HART are broadcasting the correct message during the PM process. Audio encoders have been placed at each transmitter to remotely verify message playback which allows operations staff to check each message. This method will continue to be utilized for the verification of HAR messages.

**Encoders**

Preventative maintenance (PM) on encoders will be carried out per the manufacturer's specifications. All items listed on the PM checklist for encoders should be followed and recorded. If an issue is discovered

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during the PM process, the technician will document, on the preventative issues log, all procedures completed to troubleshoot the site and any additional work completed beyond the specific items included on the PM checklist. Technicians will replace all non-working encoders, revise all serial numbers in MOMS and update device log documentation.

Following the completion of the CCTV retrofit, the only encoders that will be remaining in the system will be at the HAR locations and embedded in the CCTV. This will make these devices almost obsolete within the system, but we will continue to monitor and maintain as necessary.

**Generators**

Preventative maintenance (PM) on generators will be carried out per the manufacturer's specifications. All items listed on the PM checklist for generators should be followed and recorded. If an issue is discovered during the PM process, the technician will document, on the preventative issues log, all procedures completed to troubleshoot the site and any additional work completed beyond the specific items included on the PM checklist. Technicians will revise all serial numbers in the Maintenance Online Management System (MOMS) and update device log documentation.



Currently District One only has permanent mounted generators with the deployment of all previously portable units at specific device locations. Each month, for preventative maintenance, each unit is run for a period of one hour. When each generator is started, the email notification of generator startup should be verified by the PM technician with the operations staff. Generators have NH Tags entered in the MOMS inventory.

Currently two generators have motion detectors installed. These generators are located at 220.0 SB Generator #12 (seen on CCTV 220.0 NB) and 223.3 SB Generator #13 (seen on CCTV 223.4 SB). Additional locations will have the same motion sensors installed to prevent theft and vandalism in the future.

**Road Weather Information System (RWIS)**

Preventative maintenance (PM) on RWIS will be carried out per the manufacturer's specifications. All items listed on the PM checklist for RWIS be followed and recorded. If an issue is discovered during the PM process, the technician will document, on the preventative issues log, all procedures completed to troubleshoot the site and any additional work completed beyond the specific items included on the PM checklist. Technicians will replace all non-working RWIS, revise all serial numbers in the Maintenance Online Management System (MOMS) and update device log documentation.

A typical RWIS system consists of pavement sensors, atmospheric sensors, tower, cabling, processing unit, central server, and software. The system must be maintained to provide good data. All sensors will be kept clean of debris and clear of pests. Regular maintenance checks will be completed to keep each sensor working properly.

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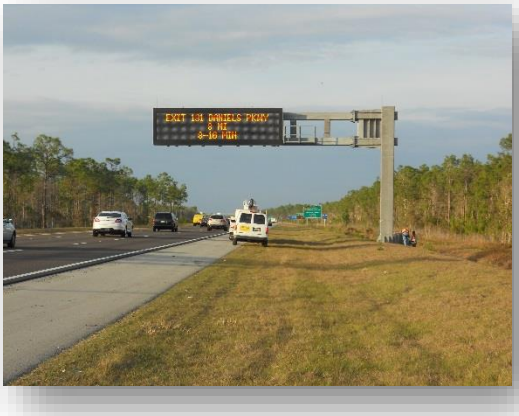
**Construction Zones**



Within construction zones, the construction contractor is responsible for locates in accordance with their contract documents. Before a project begins, as-built plans and GPS coordinates will be used to verify FDOT utilities including fiber, electric, pull boxes and splice vaults. During construction, device failures will be identified by the operations staff. Once verified, an email notification will be sent to the CEI and maintenance contractor. The maintenance contractor will enter a work order (WO) in MOMS and forward the WO to the construction contractor for repair services. Once repairs are completed, the CEI will notify the maintenance contractor and operations staff via email of the repairs completed and issues found. If equipment was replaced, serial numbers should be documented within the work order. It is imperative that all cabinets, ITS devices and locations be properly secured and locked after any work is performed.

One important item to note regarding road widening projects is the common occurrence of temporary lane additions and shifts, which will require reconfiguration and calibration of devices. During these construction activities, in locations where vehicle detectors are replaced, or poles moved, the detector will require calibrating to read the desired travel lanes. Calibrations for individual devices are to be conducted in accordance with the specific device PM worksheet. It is imperative that all new/used parts continue to operate correctly during these times of construction.

**Priority Work Orders and Call Outs**



Dynamic Message Signs have the highest priority within the District. All other equipment devices such as cameras, vehicle detectors, RWIS, HAR transmitters and beacons will be completed during normal business hours as a routine failure. However, given the use of performance measures on this contract, additional staff may be deployed to ensure that all goals are properly maintained. The on-call maintenance technician will acknowledge all emergency situations within 10 minutes of receipt of a call.

Upon notification of an Emergency D-1 ITS failure by the Department, TransCore will respond and complete repairs or eliminate the instant danger within four (4) hours of the reported incident. This emergency response can be for any device that is an instant danger to the traveling public. For any DMS in which the IT Department has no communication and cannot blank the signs message a technician will be dispatched to physical blank the sign or resolve the issue. The notification may be verbally by telephone, email, facsimile, text message or through the daily/weekly maintenance check during normal business hours. If the IT can blank the sign, then the next business day TransCore will try to resolve the issue. If for any reason the IT Department deemed the message is important and requires dispatch the maintenance provider will dispatch and resolve the issues. IT Department can also call on call dispatch for multiple devices out due to power outage. TransCore will determine if this is due to transformer, Construction

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Company, or utility outage. TransCore will contact which power company and the meter number that has caused multiple devices to be out. If deemed necessary dispatch generator and temporary restore power. The notification may be verbally by telephone or written by letter, system report, email, facsimile, text message or through the daily/weekly maintenance check.

**Work Orders/Trouble Reports**

All work orders are created, documented and closed in the MOMS work order system. High priority tickets are responded to first and are addressed as quickly as possible. Lower priority tickets are repaired as time permits. For all fiber damages or cuts, once temporary repairs are made, and the network is back operational the work order can be closed. Final repairs or issues can be tracked by other means. A work order must be opened for all work performed unless there is an approved estimate for the work being performed.

**Minor and Major Repairs**

Minor repair work is generally considered to be repairs that require less than 4 hours of labor and less than 3,000 in material. Major work is more labor intensive and may need more diagnostic services to identify the problem, MOT, or coordination to maintain the operation and functionality of the equipment. With all major repair services, approval by the FDOT Project Manager is required before any work shall begin. Major repair can include but not limited to vehicle crashes, vandalism, theft, weather, fiber damages, power loss, or loss due to construction activities. TransCore's Project Manager will prepare and submit the diagnostic report, including the damage assessment, cost estimates, and make the recommendations for repair. Our team will take the necessary steps to restore services to all minor and major repairs swiftly and cost-effectively. The Project Manager to support these efforts will submit two reports first a diagnostic report listing a detailed description to repair and a final report listing the impacts to system operations. TransCore diagnostic report will consist of the date and time, person completing the report, device location, brief description of the failure, repair work, and repair estimate with material and labor cost. Our final report will include all documentation including photographs, name of persons preparing the final report, detailed description of the failure, and final cost to repair/replace.

**Warranty/Non-Warranty**

TransCore will maintain all warranty and non-warranty equipment. All repairs to in-warranty equipment will be coordinated with the individual equipment manufacturer. Testing in accordance with each manufacturer requirement is to be conducted prior to return, along with obtaining proper RMA documentation to make the return process as efficient as possible. RMA's will be entered into MOMS to help track repairs. Once an RMA is given, the TransCore will prepare all items to be shipped and give the device to the SWIFT Center for actual shipping.

Non-warranty items will be sent to a manufacturer/repair shop to evaluate needed repairs. If the equipment has reached its working life or the cost to repair exceeds its value, a new replacement part may be recommended. A cost estimate will be provided to FDOT for approval. If repair or replacement costs are approved by FDOT, items will be repaired or replaced and invoiced for reimbursement accordingly. All serial numbers, RMA's, and new equipment will be tracked in MOMS. TransCore will bill unit cost to remove the device, unit cost to install the device and the shipping cost to ship the device back to the manufacturer/vendor. TransCore will not troubleshoot any repairs/warranty that is the responsibility, by contract, of another contractor. A work order that is deemed to be for equipment under another contractor's warranty obligation will be closed and a warranty work order will be opened listing

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the original work order as reference. Most warranty periods are one year after final acceptance. The Department will be notified of any warranty repairs and work being performed by another contractor. Any FDOT part removed from a construction project that requires to be returned for repairs should be given to the maintenance contractor to handle the RMA process. Any equipment changes, or serial number changes should be documented on the work order.

**Inventory/Spare Parts**

The maintenance contractor is obligated to track all installed, in transit and spare part equipment / devices, via serial numbers, in the MOMS work order system. Spare parts will be located at TransCore's warehouse and distributed for repairs. In addition, a spare parts inventory will be kept in each technician vehicle. All changes will be documented on work orders and recorded in MOMS. ITSFM data will be updated simultaneous to any changes being made to a device within the system. Bar code scanning and other methods will used to maintain accurate inventory records. Damaged or non-working parts will be removed from MOMS inventory. Any part destroyed, or surplus equipment will need photos to document the status. Equipment identified for discard will require a disposition of equipment or surplus form. TransCore is familiar with this process and will complete monthly.




All inventory parts with a significant value of $5,000 or greater will be tracked in MOMS separately to make reporting even easier for FDOT. A report will be produced on an annual basis for all these items and can be tracked even a daily basis through MOMS. Field Technicians will field verify inventory, through the MOMS app during the regular PM cycle. This exceeds the requirements for this project and will give the Department the assurance that inventory will be fully verified on a quarterly basis. TransCore understands the importance of keeping accurate inventory reports and listing the value for all assets. As an example of our superior performance in this area, TransCore has performed greater than 99% accuracy on all central office inventory audits statewide and never lost an individual part.

**Locates**

ITS facilities will be located within the project limits and managed through the Sunshine One Call system. These ITS facilities include, but are not limited to, fiber optic cable, conduit, pull boxes, splice vaults, CCTV, MVDS, DMS, HAR, RWIS, electrical power cable and services. TransCore will locate and protect these facilities unless they are in an active construction zone. TransCore will maintain a daily spreadsheet of locate requests and footages for invoice tracking purposes.

**Sunshine One Call**

TransCore is already a member of Sunshine One on behalf of the Department for the District One facilities. FDOT utilities are located by TransCore when approved in advance by the Department. Some utilities outside of construction zones will be marked and flagged to identify FDOT facilities are present. All FDOT locate requests will be tracked through irthNET and any special request or additional locating will be approved through FDOT before locating activities are completed.

Locates are only valid for a short period of time due to lawn maintenance, wear and weather that can affect paint marking visibility**.** Locate markings may only be visible for a period of 3 to 5 days. Once locates have been performed, TransCore will notify the responsible construction contractor. It is the construction

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contractor's obligation to keep up with these locates or obtain approval from FDOT prior to the maintenance contractor's re-marking of any previously located areas.

**Construction Zone Locates**

As-built documentation and GPS coordinates will be provided to assist with locating FDOT facilities. On certain occasions, utility locating assistance may be required and provided to the construction contractor with the approval. The construction contractor will be required to request in writing to FDOT, for additional locate help. The construction contractor will also be required to maintain locates and protect all utilities within their zone. TransCore will assist the Department in any way possible with construction zone locates.

**Disaster Reporting/Vehicle Crashes**



Once notified by FDOT of an incident or disaster, TransCore will collect all necessary crash reports and site information from the agency that reported the incident. A disaster report will be generated as documentation of the incident. The report will include photo documentation to show the condition of the site following the incident and once repairs have been completed. An estimate of repairs to be completed, including materials and labor, will be required to be approved by FDOT prior to the start of the work. TransCore will also contact the insurance companies of the responsible party on behalf of the department. All monies received will be documented and copies of the check or payment given to FDOT for record keeping. As work is completed TransCore will invoice the department and credit any payment received. A copy of the final disaster report and payment will be sent to Shenika Harris. In the event the responsible party does not have insurance, TransCore will provide all necessary disaster reports, vehicle crash reports, and cost estimates as normal and invoice the Department for the repairs completed.

**Device Availability Matrix/Uptime Reporting**

The device availability matrix will include the uptime of all device systems and subsystems. The matrix will be included with the monthly invoice and will document the total uptime availability of the ITS.

**Part Performance**

A Part Performance summary will be provided to FDOT with the monthly invoice and in backup of the device uptime matrix. This part performance summary will include the detailed uptime of each device located in the field and provide a percentage of uptime for each. The maintenance contractor will bring up any issues or equipment failures that require attention to FDOT. Any excessive issues or recommendations are to be noted during the monthly preventative maintenance meetings.

**Vehicle Detector Reporting**

Detector calibration sheets are documented for volume and speed and provided in an annual package. This is an electronic copy and kept on TransCore's server for record keeping. Technicians will monitor each round of detectors and verify if it is reporting correctly. Each lane is verified for volume and speed against the detector data. Any discrepancies in travel lanes, volume or speed require a work order be created to correct the issue.

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**Meeting Minutes/ITS Monthly Meeting**

The maintenance contractor is to document all meeting minutes and distribute them to attendees. Each action item is documented and updated as they are completed.

**Invoicing**

Invoicing is completed monthly for all charges and activities. Once completed, the invoice will be provided to FDOT for review. All supporting documents, receipts, invoices, preventative maintenance sheets and work orders are submitted as back-up documentation. Once FDOT reviews and comments on the invoice, TransCore will submit a final invoice for payment.

**As-Built Documentation**

All updates to as-built documentation are entered into the ITSFM database and MOMS. Changes to the system will be completed and modified in the applicable databases. As field changes are completed by technicians, the individual systems will be updated. The ITSFM database will print as-built documentation or maps with all conduit runs, electric, fiber and device locations for project reference. This can be used to determine field locates and as reference to contractors for any field related questions.

**Staff Approvals/Drug Testing/FDLE & SLERS Background Checks**

Resumes, drug testing and background test results will be submitted to FDOT by TransCore for all proposed staff on the contract. Any changes in personnel will additionally be submitted to the FDOT project manager for approval. Drug testing will be performed every six months on all employees approved on the contract, and a database will be maintained by the maintenance contractor of all drug testing activities. FDLE Background checks will be performed every two years and results provided to FDOT. If an employee becomes ineligible due to any reason, the FDOT project manager will be notified immediately and that employee will be removed from the project. Any employees with SLERS clearance will not require recertification as this will be handled by FHP. Any employee with SLERS clearance will not be required to maintain FDLE clearance. Any new hire and or submitted staff cannot work on the project until the background and drug testing results are completed and successful with no unfavorable results.

**Daily Work Reports**

TransCore will complete a daily work report consisting of the work order number, device type, device number, and device location, time of arrival at the site, time of departure from the site and description of services performed. All the details that are documented on the daily work report should match the details that are documented on work orders. Technicians will be required to provide detailed documentation on both the work orders and daily work reports.

**ITSFM**

All ITS construction projects require data to be collected to develop and maintain the District's ITSFM database. FDOT has deployed ITS field devices, traffic signal equipment, and telecommunications systems throughout the state. These subsystems are comprised of a complex network of fiber optic and electrical cables, wireless paths, electronics, and field devices that are constantly changing through system expansions, routine maintenance, and equipment upgrades. To maintain accurate records, the most recent attribute forms will be downloaded from the FDOT website. Data collection guidance and tools to ensure consistent and accurate data is compiled for encoding into the ITSFM. This system is designed to support various types of field equipment with each having a different set of custom attributes. It is important that an adequate amount of feature attributes be stored in the system to meet the functional

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requirements for operation and maintenance. It is the responsibility of each contractor to enter the minimum attribute with any field changes. Attribute forms begin with gathering various source documents that contain information (attributes) regarding the location, type, size, year installed, etc. for each equipment site and its components.



*(TransCore has over 300 pieces of equipment in the state of Florida, as well as various types of equipment creating the opportunity for optimal response and repair time, saving time therefore money!)*

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## 5. TRANSITION PLAN

A key aspect of any 'cut-over' of a recurring services contract, is a seamless transition from the existing contract to the new contract. With TransCore, District One you can rest assured that the transition plan for RFP will be orderly. We have transitioned contracts more than 10 times over the past 20 years on many of our ITS maintenance programs across Florida where we were the incumbent provider and when TransCore transitioned from another maintenance provider. TransCore ensures a seamless, uninterrupted transition to this contract. To further aid a smooth transition period, the same personnel will continue in the same key roles.

TransCore has thoroughly reviewed your scope-of-services and is aware of the additional scope in the arterial environment. Upon notice-to-proceed, TransCore's project management staff will meet with the Department's Project Manager to review the proposed staffing modifications on the contract. A staffing submittal will be provided to include resumes, certifications, and licenses. In addition, we will provide all contact information of all key personnel ensuring District One there will be no lapse in ITS maintenance coverage during the transition.

During the transition period, we will closely coordinate with the Department's Project Manager and the RTMC Operations staff, including IT, to familiarize everyone with the new scope of services and contract requirements. Additionally, to get ahead of schedule on the contract transition, TransCore has already finalized all required preventative maintenance (PM) plans/checklists for this new effort.

TransCore is currently managing the District's inventory through the MOMS system, which also monitors the Return Material/Merchandise Authorization (RMA) process. There will be no transition time required for TransCore's management of District One existing spare parts. With TransCore, District One will be provided with a seamless transition plan, assuring zero lapse in coverage during new contract start-up. ***One Team. One Call. One Solution!***

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# DRUG-FREE WORKPLACE PROGRAM CERTIFICATION



287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?**

☒ **YES**

☐ **NO**

NAME OF BUSINESS: TransCore ITS, LLC

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL SERVICES

375-040-62
PROCUREMENT
01/16

Prime Contractor: TransCore ITS, LLC

Address/Phone Number: 6021 Orient Rd., Tampa, FL 33610 - 8813.620.3983

Procurement Number: RFP-DOT-18 19-1104DR

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. This list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

1. Federal Tax ID Number: 25 18443 71
2. Firm Name: TransCore ITS, LLC
3. Phone: 813.620.3983
4. Address: 6021 Orient Road
   Tampa, Florida 33610
5. Year Firm Established: 1939

6. [ ] DBE
   [X] Non-DBE

7. Annual Gross Receipts
   [ ] Less than $1 million
   [ ] Between $1 - $5 million
   [ ] Between $5 - $10 million
   [ ] Between $10 - $15 million
   [X] More than $15 million

---

1. Federal Tax ID Number: 122-3336390
2. Firm Name: Activu Corporation
3. Phone: 973.366.5550
4. Address: 301 Roundhill Drive
   Rockaway, NJ 07866
5. Year Firm Established: 1983

6. [ ] DBE
   [X] Non-DBE

7. Annual Gross Receipts
   [ ] Less than $1 million
   [ ] Between $1 - $5 million
   [ ] Between $5 - $10 million
   [ ] Between $10 - $15 million
   [X] More than $15 million

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1. Federal Tax ID Number: 59-3154999
2. Firm Name: Echezabal & Associates, Inc.
3. Phone: 8813.933.2505
4. Address: 108 W. Country Club Drive
   Tampa, Florida 33612
5. Year Firm Established: 1992

6. [X] DBE
   [ ] Non-DBE

7. Annual Gross Receipts
   [ ] Less than $1 million
   [X] Between $1 - $5 million
   [ ] Between $5 - $10 million
   [ ] Between $10 - $15 million
   [ ] More than $15 million

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1. Federal Tax ID Number: 46-0595600
2. Firm Name: Bermann Precision Underground, Inc.
3. Phone: 727.374.1993
4. Address: 1543 Robinson Dr. N
   St. Petersburg, FL 33710
5. Year Firm Established: 2012

6. [ ] DBE
   [X] Non-DBE

7. Annual Gross Receipts
   [ ] Less than $1 million
   [ ] Between $1 - $5 million
   [ ] Between $5 - $10 million
   [ ] Between $10 - $15 million
   [ ] More than $15 million

---

**AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:**

**BID SHEET (Invitation to Bid – ITB)**
**PRICE PROPOSAL (Request for Proposal – RFP)**
**REPLY (Invitation to Negotiate – ITN)**

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# BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL SERVICES

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Pro□□rement □□m□er□ _____

□□ □FR Part □□□□□ T□e list is intended to □e a listin□ of all firms t□at are parti□patin□□or attemptin□ to parti□pate□on DOT□assisted □ontra□ts□T□e list m□st in□l□de all firms t□at □id on prime □ontra□ts□or □id or □□ote s□□□ontra□ts and s□pplies materials on DOT□assisted pro□e□ts□in□l□din□ □ot□ D□□s and non□D□□s□T□is list m□st in□l□de all s□□□ontra□tors □onta□tin□ □o□ and e□pressin□ an interest in teamin□ □it□ □o□on a spe□ifi□ DOT□assisted pro□e□t□Prime □ontra□tors m□st pro□ide information for □□m□ers □□□□□ and □□and s□o□ld pro□ide an□information t□e□□a□e a□aila□le on □□m□ers □□□□ and □for t□emsel□es□and t□eir s□□□ontra□tors□

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□□ Firm □ame□ Amsco
□□ P□one□ 727.374.1993
□□ □ddress□ 4311 W. Ida Street
Tampa, FL 33614

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□□ Federal Ta□ ID □□m□er□ 20-8775560.
□□ Firm □ame□ Insight Global, LLC
□□ P□one□ 813.549.7214
□□ □ddress□ 4211 W. Boyscout Avenue
Tampa, FL 33607

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1. Federal Ta□ ID □□m□er□ 35-0257090
2. Firm □ame□ Cummins Sales & Service
3. P□one□ 239.337.1211
□□ □ddress□ 2671 Edison Avenue
Ft. Myers, FL 33916

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□□ Federal Ta□ ID □□m□er□ 43-1966231
□□ Firm □ame□ Hunter Merchant Crane
□□ P□one□ 954.346.8739
□□ □ddress□ 1360 NW 33rd Street
Pompano, FL 33064

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**AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:**

**BID SHEET (Invitation to Bid – ITB)**
**PRICE PROPOSAL (Request for Proposal – RFP)**
**REPLY (Invitation to Negotiate – ITN)**

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# ANTICIPATED DBE PARTICIPATION STATEMENT

375-040-63
PROCUREMENT
02/07

The Prime contractor is encouraged to complete this form and submit this form with your bid/price proposal/reply. Submission of this form is not mandatory.

Procurement Number: RFP-DOT-18/19-1104DR

Contractor's Name: TransCore ITS, LLC

Contractor's FEID Number: 94-3198006

Is the prime contractor a Florida Department of Transportation Certified Disadvantaged Business Enterprise (DBE)?
( yes ☐ ) ( no ☒ )

Expected amount of contract dollars to be subcontracted to DBE(s): $ 0

**OR**

It is our intent to subcontract 0 % of the contract dollars to DBE(s). Listed below are the proposed DBE sub-contractors:

| DBE (s) Name | Type of Work/Specialty | Dollar Amount/Percentage |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Submitted by: Michael Crotty (Type or Print) Title: Vice President and Assistant Secretary

Date: 02.29.18

Note: This information is used to track and report anticipated DBE participation in FDOT contracts. The anticipated DBE amount will not become part of the contractual terms.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# MBE PLANNED UTILIZATION

375-040-24
PROCUREMENT
12/09

PROCUREMENT NO. RFP DOT - 18/19-1104DR FINANCIAL PROJECT NO. _____
(DEPARTMENT USE ONLY)

DESCRIPTION: District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One

I, Michael Crotty (name), Vice President and Assistant Secretary (title)

of TransCore ITS, LLC

plan to subcontract at least 0 % (percent) of the project costs on the above referenced project to Minority Business Enterprises.

If I have indicated above that a portion of the project costs will be subcontracted to MBE(s), the firms considered as proposed subconsultants/contractors and the types of services or commodities to be subcontracted are as follows:

| MBE SUBCONSULTANTS/CONTRACTORS | TYPES OF SERVICES/COMMODITIES |
|---|---|

I understand that I will need to submit Minority Business Enterprises (MBE) payment certification forms to the Department for reporting purposes only.

Signed: Michael Crotty

Title: Vice President and Assistant Secretary

Date: 2.29.18

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Florida Statutes:
287.135

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

375-030-60
PROCUREMENT
OGC – 03/17

Respondent Vendor Name: TransCore ITS, LLC

Vendor FEIN: 94-3198006

Vendor's Authorized Representative Name and Title: Michael Crotty, Vice President and Asst. Secretary

Address: 6021 Orient Road

City: Tampa State: Florida Zip: 33610

Phone Number: 813.620.3983

Email Address: jonathan.tursky@transcore.com

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or companies that are engaged in a boycott of Israel.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: Michael Crotty, Vice President and Assistant Secretary

Date: 2.29.18

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**Florida Department of Transportation**

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

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Patri□□ S□ortal□□i□e President
TR□□S□OR□ ITS□LL□
□□□□ Orient Road
Tampa□Florida □□□□□

Dear Mr□S□ortal□

T□e Florida Department of Transportation □as re□ie□ed □o□r appli□ation for □□alifi□ation pa□□a□e and determined t□at t□e data s□□mitted is ade□□ate to te□□ni□all□ □□alif□ □o□r firm for t□e follo□in□ t□pes of □or□□

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RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA**
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**
**ELECTRICAL CONTRACTORS LICENSING BOARD**

| LICENSE NUMBER | |
|---|---|
| EC0002393 | |

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

NAPOLITANO, CHARLES
TRANSCORE ITS, LLC
3901 COMMERCE PARKWAY
MIRAMAR FL 33025

ISSUED: 08/18/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608180002640

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# State of Florida

## Board of Professional Engineers

Attests that

Jason E. Small , P.E.

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

**Is licensed as a Professional Engineer under Chapter 471, Florida Statutes**

**Expiration:** 2/28/2019

**Audit No:** 228201905725 R

**P.E. Lic. No:**
74279

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# State of Florida

## Board of Professional Engineers

Attests that

**William T. Chambers III, P.E.**

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

**Is licensed as a Professional Engineer under Chapter 471, Florida Statutes**

**Expiration:** 2/28/2019

**Audit No:** 228201924255 R

**P.E. Lic. No:**
57990

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# Cisco Certifications

## Ronnie Irizarry

has successfully completed the Cisco certification exam requirements and is recognized as a

## Cisco Certified Design Associate

CISCO CERTIFIED CCDA DESIGN

| | |
|---|---|
| Date Certified | October 26, 2013 |
| Valid Through | December 27, 2020 |
| Cisco ID No. | CSCO12401054 |

Validate this certificate's authenticity at
www.cisco.com/go/verifycertificate
Certificate Verification No. 431502783905DTCJ

Chuck Robbins
Chief Executive Officer
Cisco Systems, Inc.

© 2018 Cisco and/or its affiliates

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# Cisco Certifications

## Ronnie Irizarry

has successfully completed the Cisco certification exam requirements and is recognized as a

## Cisco Certified Network Associate Security




| | |
|---|---|
| Date Certified | September 14, 2013 |
| Valid Through | December 27, 2020 |
| Cisco ID No. | CSCO12401054 |

Validate this certificate's authenticity at
www.cisco.com/go/verifycertificate
Certificate Verification No. 431502783803JQBN

Chuck Robbins
Chief Executive Officer
Cisco Systems, Inc.

© 2018 Cisco and/or its affiliates

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# Cisco Certifications

## Ronnie Irizarry

has successfully completed the Cisco certification exam requirements and is recognized as a

## Cisco Certified Network Associate Routing and Switching

CISCO CERTIFIED CCNA ROUTING & SWITCHING

| | |
|---|---|
| Date Certified | August 24, 2013 |
| Valid Through | December 27, 2020 |
| Cisco ID No. | CSCO12401054 |

Validate this certificate's authenticity at
www.cisco.com/go/verifycertificate
Certificate Verification No. 431502784147GSXG

Chuck Robbins
Chief Executive Officer
Cisco Systems, Inc.

© 2018 Cisco and/or its affiliates

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cisco

# Cisco Certifications

## Ronnie Irizarry

has successfully completed the Cisco certification exam requirements and is recognized as a

## Cisco Certified Network Professional Routing and Switching

CISCO CERTIFIED
CCNP
ROUTING & SWITCHING

| | |
|---|---|
| Date Certified | June 6, 2015 |
| Valid Through | December 27, 2020 |
| Cisco ID No. | CSCO12401054 |

Validate this certificate's authenticity at
www.cisco.com/go/verifycertificate
Certificate Verification No. 431502784245GKYK

Chuck Robbins
Chief Executive Officer
Cisco Systems, Inc.

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# Certificate of Completion

## Christopher T. Garry

**Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced Course.**

| 02/27/2022 | 15 | Bhushan Sukhram | 36965 |
|---|---|---|---|
| Date Expires | FDOT Provider # | Instructor | Certificate # |

United Safety Council
1505 E. Colonial Drive
Orlando, FL 32803
unitedsafetycouncil.com
gvictor@floridasafety.org

For more information about Temporary Traffic Control (TTC) or to verify this certificate

www.motadmin.com

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**Expiration Date**
**April, 17**
**2018**

# *Certified*
# *Fiber Optics Installer*

## Christopher T. Garry , FOI152501
## Valrico, Florida

*has successfully completed the technical examinations and requirements to be universally recognized for competency, ability, and knowledge as a Fiber Optics Installer. To be recognized for this honor, practicing installers must pass a written examination in Fiber Optics Installation procedures and technology as well as the "hands-on" skills testing. Only top installers are able to accomplish this feat. The Electronics Technicians Association, Int'l. takes great pride in presenting this official recognition to the above-named expert installer. His/her name has been published in the High-Tech News journal, embedded in the FOI permanent data base, and is available for recognition by officials of the industry. This individual may display the FOI identification items or advertise his level of accomplishment as a technician. Congratulations from ETA-I officers and members and the electronics industry. Certification renewal takes place every four years and may be accomplished by meeting specified renewal criteria established by ETA-I.*

**FOI**

**Fiber Optics Installer**

Teresa J. Maher
President, Electronics Technicians Assn., Int'l.

*ETA® International*
*Greencastle, Indiana*

Accredited By ICAC

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# Precision Contracting Services

## in Conjunction with Corning Cable Systems

## Certificate of Completion

*is hereby granted to:*

## David Burnside

*to certify that he has completed to satisfaction the*

**~4 Day Introduction to Fiber Optics Course**

*Completed: February 18, 2011*

Cindy S. Boyd, President

Thomas Dameron, Trainer

PCS is an Authorized Corning Cable Systems Training Facility

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# Certificate of Completion

THIS DOCUMENT IS PROOF THAT

## C. Tyler Garry

HAS SUCCESSFULLY COMPLETED THE

## TS-LAN-500

Hands-On Comprehensive Installation Technology Course for
Multimode and Single-mode Optical Local Area Networks

ON

## April 19, 2013




*Event Code: OV-CORN-NC-0911-1*

*Effective September 19, 2011, BICSI recognizes TS-LAN-500 Hands-On Comprehensive Installation Technology Course for Multimode and Single-mode Optical Local Area Networks training for the following BICSI Continuing Education Credits (CECs): 32 RCDD, 32 RITP, 7 NTS, 7 OSP, 15 INST2, 18 TECH, 32 CT*

Misty N. Arnold

COURSE INSTRUCTOR

Bicsi
CONTINUING EDUCATION CREDIT PROVIDER

Eric S. Quinby

MANAGER, TRAINING SERVICES

Corning Cable Systems LLC does not warrant or guaranty any services performed by the person named on this certificate, or his employer. This certificate is evidence only that the named person completed the class noted on the face hereof. Neither the person named on the face hereof nor his employer are authorized to act on behalf of Corning Cable Systems LLC or its affiliates, to bind Corning Cable Systems LLC or its affiliates to any obligation or to use the name, trademarks or servicemarks of Corning Cable Systems or its affiliates.

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State of Florida
Department of Transportation
District One Procurement Office
801 North Broadway Ave
Bartow, FL 33830

# REQUEST FOR PROPOSAL REGISTRATION

**********

## PLEASE COMPLETE AND RETURN THIS FORM ASAP

**FAX TO (863) 519-2661 OR E-MAIL TO Danielle Rose, d1-purchasing@dot.state.fl.us.**

**********

RFP Number: RFP-DOT-18/19-1104DR
Title: District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One

Proposal Due Date & Time (On or Before): March 13, 2018 @ 9AM
Technical Proposal Opening Date & Time: March 13, 2018 @ 10AM
Price Proposal Opening Date & Time: March 28, 2018 @ 2PM

Potential proposers should notify our office by returning this Registration Form as soon as possible after downloading. Complete the information below and fax this sheet only to the Florida Department of Transportation Procurement Office at (863) 519-2661, or by e-mail to Danielle Rose, d1-purchasing@dot.state.fl.us.

**THE REQUEST FOR PROPOSAL DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE. Notice of changes (Addenda), will be posted on the Florida Vendor Bid System at www.myflorida.com , under this RFP number (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", then click on "Search Advertisements", click on the drop-down arrow beside the box under Advertisement Type, select Competitive Solicitation, click on the drop-down arrow beside the box under Agency, select DEPARTMENT OF TRANSPORTATION, then go to the bottom of the same page and click on Advertisement Search. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.**

Company Name: TransCore ITS, LLC

Address: 6021 Orient Road

City, State, Zip: Tampa, FL 33610

Telephone: ( 813) 620 3983 Fax Number: ( 813 ) 626 7871 .

Contact Person: Jonathan Tursky, Vice President

Internet E-Mail Address: Jonathan.tursky@transcore.com For further information on this process, you may e-mail or telephone: Danielle Rose, d1-purchasing@dot.state.fl.us, (863) 519-2212

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# FLORIDA DEPARTMENT OF TRANSPORTATION

**ADDENDUM NO. 1** DATE: 2/9/2018

**RE: BID/RFP #: RFP-DOT-18/19-1104DR**

BID/RFP TITLE: District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One

TECHNICAL PROPOSAL OPENING DATE/TIME: March 3, 2018 @ 10:00 AM

Notice is hereby given of the following changes to the above-referenced BID/RFP:

1. **CHANGE**: PUBLIC OPENING / MEETING (PRICE PROPOSAL) - OPENING DATE/TIME:
   ORIGINALLY: MARCH 27, 2018 @ 10:00 AM

   NEW DATE: MARCH 28, 2018 @ 2:00 PM

2. **CHANGE**: POSTING OF INTENDED AWARD – DATE/TIME:
   ORIGINALLY: MARCH 27, 2018 @ 2:00 PM

   NEW DATE: MARCH 29, 2018 @ 2:00 PM

**Bidders/Proposers must acknowledge receipt** of this Addendum by completing and returning to the Procurement Office, by no later than the time and date of the bid/proposal opening. **Failure to do so may subject the bidder/proposer to disqualification.**

Danielle Rose
Procurement Agent

TransCore ITS, LLC
Bidder/Proposer

6021 Orient Road, Tamp, FL 33610
Address

Submitted by (Signature)

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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# FLORIDA DEPARTMENT OF TRANSPORTATION

**ADDENDUM NO. 2** DATE: 2/21/2018

**RE: BID/RFP #: RFP-DOT-18/19-1104DR**

BID/RFP TITLE: District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One

TECHNICAL PROPOSAL OPENING DATE/TIME: March 13, 2018 @ 10:00 AM

Notice is hereby given of the following changes to the above-referenced BID/RFP:

1. **CHANGE**: TECHNICAL PROPOSAL DUE DATE/TIME: MARCH 13, 2018 @ 9:00 AM & OPENING TIME: MARCH 13, 2018 @ 10:00 AM

   SAME AS BEFORE BUT ERROR WAS NOTICED ON ADDENDUM 1 WHERE MARCH 3RD WAS STATED ON PAGE ONE. THE DATES WERE CORRECT AS STATED ON THE RFP PORTION OF ADDENDUM 1; PG. 2 & PG. 3

**Bidders/Proposers must acknowledge receipt** of this Addendum by completing and returning to the Procurement Office, by no later than the time and date of the bid/proposal opening. **Failure to do so may subject the bidder/proposer to disqualification.**

Danielle Rose
Procurement Agent

TransCore ITS, LLC
Bidder/Proposer

6021 Orient Road, Tamp, FL 33610
Address

Submitted by (Signature)

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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# FLORIDA DEPARTMENT OF TRANSPORTATION

**ADDENDUM NO. 3** DATE: 3/5/2018

**RE: BID/RFP #: RFP-DOT-18/19-1104DR**

BID/RFP TITLE: District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One

TECHNICAL PROPOSAL OPENING DATE/TIME: March 13, 2018 @ 10:00 AM

Notice is hereby given of the following changes to the above-referenced BID/RFP:

1. **CHANGE**: TECHNICAL QUESTIONS WILL NOW BE DUE ON MARCH 9, 2018 @ 2:00PM TO GIVE VENDORS A FEW MORE DAYS TO REVIEW APPENDIXES.

**Bidders/Proposers must acknowledge receipt** of this Addendum by completing and returning to the Procurement Office, by no later than the time and date of the bid/proposal opening. **Failure to do so may subject the bidder/proposer to disqualification.**

Procurement Agent

TransCore ITS, LLC
Bidder/Proposer

6021 Orient Road, Tamp, FL 33610
Address

Submitted by (Signature)

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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Resumes

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TRANSCORE

FDOT
District One

# FDOT D1—18/19-1104 DR
# District One ITS Maintenance



***Principal in Charge***
*Jonathan Tursky*



***Contract Project Manager***
*David Burnside*



***Deputy Project Manager***
*Brendan Longeran*



***Warehouse Supervisor***
*Mike Ioakmidas*



***Administrative Assistant***
*Jennifer Jennings*



***Senior Engineer, PE***
*Jason Small*



***ITS Specialist***
*Ronnie Irizarry*



***Senior Technician***
*Carlos Ogando*



***Tech II— Construction***
*Kevin Bauman*

## PMs & Repairs

**ITS Technicians/Electricians**

William Cuevas
Jerimiah Tucker
Chawn Edmondson
Charles Placide
Roy Denson
Richard Oglesby
Justin Haight
Eric Harris
Russell Felgemacher
Tyler Garry



***Programmer***
*Susan Buczak*



***Senior Electrician***
*Charles Napolitano*

## *Subcontractors*

**Activu**
*Video Wall Maintenance/Enhancement*
**Echezebal & Associates**
*Environmental*
**Bermann Precision Underground**
*Underground Boring/Trenching*
**Hunter Merchant**
*Crane Rental*
**Amsco**
*Air Conditioning*

## *Required Certifications/Licenses*

**Low & High Voltage Electrical Contracting License**
Charles Napolitano

**Florida Civil Engineering License**
Jason Small

**Florida Electrical Engineering License**
Bill Chambers

**CISCO/CCNA**
Ronnie Irizarry

**MOT Advanced Certification**
Tyler Garry

**Fiber Optic Cable Certification**
Tyler Garry
David Burnside

District team call solution
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# JONATHAN TURSKY
## PRINCIPAL IN CHARGE

Mr. Tursky serves as Vice President and Manager for north Florida. He has over 14 years experience in all aspects of technology-rich operations across multiple industries. He is experienced in the design, implementation and integration of ITS freeway management systems, advanced traffic management systems, underground fiber optic networks, unlicensed and licensed wireless and wireless infrastructure as well as all facets of program and project management, including critical path scheduling, purchasing, earned value analysis, contract administration and estimating to completion.

Jonathan is an industry leader in ITS Strategic Planning, defining ITS requirements, developing ITS business plans, preparing cost/benefit analyses, and developing evaluation plans in these areas. He is highly proficient in the preparation of technical engineering reports and papers, proposals and presentations and currently serves as the President and Chairman of ITS Florida.

**FDOT District Seven District Wide ITS Consulting Services**
Project Manager - Task-oriented project to perform services for ITS studies, planning, design of minor ITS projects with preparation of contract plans, operations and management support of the Regional Transportation Management Center, Road Rangers, Freeway Management System, Traveler Information Systems and Information Technology.

**FDOT District 7 ITS Device Management - Tampa, FL**

Project Director - Mr. Tursky is providing management services for the staff responsible for this 5-year ITS maintenance project, which involves maintaining all freeway ITS devices within FDOT District 7. This includes preventive and routine maintenance of field devices, major repairs of field devices, communications system installations and repairs, emergency power generator deployment, and disaster reporting.

**FDOT D1 ITS Maintenance – Ft. Myers, FL**

Project Director – Mr. Tursky manages preventive & routine maintenance activities on ITS devices, such as CCTV cameras, dynamic message signs, vehicle detection stations (Wavetronix and RTMS), safety cable barrier system, roadway weather information system, as well as other specialized ITS devices. This contract also includes emergency repair work. He directs all technicians and organizes workloads to meet the District's needs. He prepares invoices and prepares all required reporting for the District.

**Education:**
B.S., Mechanical Engineering, University of South Florida

**Years of Experience:** 14 +

**Key Previous Experience:**
- ✓ FDOT District 3 DBOM
- ✓ Pasco County SR54 ATMS Phase IV
- ✓ Manatee ATMS Phase II
- ✓ SunGuide Phase II and III ITS Integration
- ✓ Wireless Design Engineer
- ✓ Advanced Bridge Warning System for SR-5
- ✓ SmartWay Information System for Tennessee DOT
- ✓ FDOT District 6 ITS Wireless deployment of 130 miles of devices

**Training/Certifications:**
- ✓ FDOT Specification Package Preparation Training
- ✓ Motorola Canopy Wireless Design & Implementation
- ✓ Bridgewave Communications Wireless Certification
- ✓ Proxim, Gold Level Wireless Design Certification
- ✓ FDOT Intermediate Level Maintenance of Traffic
- ✓ Project Management Bootcamp – PSMJ Resources, Inc.
- ✓ Tower Climbing and Safety Course – Tower Safety International

**General Engineering Consultant Services for ATMS / ITS**

Project Manager - Task orders services to provide: Assist in development of scope of services, contracts, & MOU; Design of ATMS / ITS systems; Review of plan submittals, engineering; Perform system engineering with integration; CEI services; Development of overall and project specific SEMP; Provide ICT support; Develop, update and maintain SOP; Perform signal operations analysis, timing and studies; Provide bench and field-testing of ITS/ATMS devices; Provide field services for troubleshooting and repair of ITS/ATMS devices.

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**FDOT District Six I-75, I-195, and the Lower Florida Keys ITS D/B**

Wireless Deployment Manager - Expansion of the FDOT District Six SunGuide system which involved the design and deployment of approximately 10 miles of fiber optic communications, 21 Dynamic Message Signs, 60 CCTV cameras, and 50 Microwave Detectors. Wireless communications were installed for all field devices to communicate to the TMC over approx. 102 centerline miles of roadway.

**FDOT District Seven Pinellas County Advanced Traffic Management System Stages I & II**

Project Manager - TransCore provided the system design and technical specifications for thirty 2070 signal controllers with adaptive control and systems communication using Ethernet over 18 miles of fiber optic cable; more than 35 CCTV cameras, 32 VDS, 6 DMS, and the TMC control and monitoring hardware and software.

**Pasco County SR-54, Ridge Road and Little Road Advanced Traffic Management Systems (ATMS) Design Build Project Pasco County, FL**

Project Principal – Mr. Tursky served as project principal for this project for the design, installation, integration, testing and commissioning of 30 miles of underground infrastructure, 2 DMS, 26 CCTV, 27 traffic signal controller cabinets, network equipment, video wall upgrade and the installation of 200 street light poles. This effort will ultimately provide a deployment of a new dedicated communications network; integration of components into the Traffic Management Center (TMC); facility modifications and upgrades to existing intersections for specified standards conformance and the expansion of the existing SCATS adaptive signal system.

**FDOT D1 Manatee County ATMS Phase II – Bradenton, FL**

Project Principal – An American Recovery & Reinvestment Act (ARRA) project. This project provided the design, installation, integration and testing of new signal components at 88 intersections, 20 CCTV, and 20 NISD, 72-count and 36-count fiber optic backbone with 12-count drops to device locations throughout nearly 40 miles of the county limits. In addition, installation of 2 hub sites and integration of two existing DMS signs was completed for a fully functional ATMS.

**I-10/I-110 Freeway Management System and RTMC in Escambia and Santa Rosa Counties - Pensacola, FL**

Program Manager - Mr. Tursky provided project support and responsible charge for this project. The system included the deployment of 12 dynamic message signs, 40 CCTV cameras, 88 microwave vehicle detectors, and 1 road weather information station along a fiber optic backbone along approximately 40 miles of interstates with a wireless communications extension. This includes build-out of the RTMC and video wall, along with long term system operations, maintenance, and Road Ranger Service Patrol. His role now includes the responsible charge of operations and maintenance activities for this deployment.

**FDOT District 5 ITS Maintenance**

Project Director - This district-wide program provides 24/7/365 preventive maintenance and repair services of ITS infrastructure and systems in an area that expands 10 Counties and includes: 335 CCTV cameras, 245 MVDS, 86 loops/2070 controller traffic collection systems; 238 DMS systems, 444 linear miles of fiber communication and all electrical subsystems.

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# DAVID E. BURNSIDE
## ITS PROJECT MANAGER

Mr. Burnside has served as the FDOT District One ITS Maintenance Contract Project Manager for eight years. He divides his time between the Tampa and Ft. Myers office. Prior to joining TransCore, Mr. Burnside worked for Verizon in the Fiber Optics division. Mr. Burnside last served as a Manager supervising 21 fiber optic technicians. He was responsible for assigning trouble tickets and following up to ensure all tickets were properly handled and resolved. Mr. Burnside has extensive experience working with fiber optics and copper communications.

Prior to working for Verizon, Mr. Burnside worked for TECO for 14 years. He started with TECO as an entry level employee and worked his way up to supervisor.

**FDOT District One ITS Maintenance Support – Ft. Myers, FL**

ITS Maintenance Project Manager – Mr. Burnside handles all project management and oversight for this contract. This contract is for the preventive & routine maintenance activities on ITS devices, such as CCTV cameras, dynamic message signs, vehicle detection stations (Wavetronix and RTMS), roadway weather information system, traffic signals, as well as other specialized ITS devices. This contract also includes emergency repair work. He directs all technicians and organizes workloads to meet the District's needs. He prepares invoices, quotes, financial projections, special projects, and prepares all required reporting for the District.

**FDOT District One ITS Maintenance Support – Divergent Diamond Sarasota, FL**

Project Management – Mr. Burnside is responsible of reviewing preconstruction plans for divergent diamond handling construction conflicts, attending construction meetings, and advising contractors to FDOT standards and recommendations. All conflicts including electrical and fiber, preventive & routine maintenance activities on ITS devices, such as CCTV cameras, dynamic message signs, vehicle detection stations (Wavetronix and RTMS), roadway weather information system, as well as other specialized ITS devices.

**FDOT D1 Bartow Insync Traffic Signal Upgrade – Bartow, FL**

Project Manager – Mr. Burnside served as Project Manager for this project which included upgrading five traffic signals to the Adaptive Insync traffic management system. This required additional bores, trenching, and installation of devices to existing traffic management system to work. In addition, installation of dual detection of microwave and induction loops was added to four intersections.

**FDOT D1 Southwest Florida International Airport – Ft. Myers, FL**

Project Manager- Mr. Burnside provided project support in system upgrades, additional ITS devices components, and network configuration. Project Manager provided technical support to CEI and construction firm. The system included the deployment of 2 dynamic message signs, 6 CCTV cameras, 18 microwave vehicle detectors, along with fiber optic backbone changes and maintenance activities for this deployment. Issues with fiber connections, network configurations, and switch upgrades required multiple communications with engineer of record and CEI group.

**Education:**

B.A. Degree with emphasis in Business, Nova Southeastern University

Associate in Liberal Arts Degree, Hillsborough Community College – 2003

**Years of Experience:** 24

**Key Previous Experience:**

- ✓ Proficient in all aspects of fiber optics, copper and coaxial cable
- ✓ Proficient in copper repair
- ✓ Experience with TECO provides valuable power company knowledge
- ✓ Management experience over field technicians
- ✓ Management experience in managing trouble tickets and following up for resolutions
- ✓ Certified Crane Operator
- ✓ Certified Welder
- ✓ Excellent customer service skills

**Certifications:**

- ✓ Analog & Digital Video Training- Verizon
- ✓ IMSA Traffic Signal Technician Level I & II
- ✓ Rhythm Engineering
- ✓ Insync Traffic Signals
- ✓ ITS Facility Management
- ✓ Maintenance of Traffic Intermediate Level II
- ✓ Cohu Camera

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**FDOT Weigh Station Project -Charlotte County, FL**

Mr. Burnside is in responsible of making fiber connections and installing equipment necessary to document trucks bypassing weigh station. This required additional fiber connections coordination with weigh station activities and create a working monitoring system.

**FDOT District One DMS Replacement – Sarasota, FL**

Project Manager - Mr. Burnside as the project manager providing ITS Emergency Replacement Services on this project that replaced two DMS signs after vehicle crash damaging front display pixel boards. Mr. Burnside made insurance claims to reimburse the State. Both signs were replaced quickly working with Department, Insurance, Construction Group, and Departments Legal Services.

**FDOT District One Generator and Electrical Transfer Switch Upgrades Collier, FL**

Project Manager -Mr. Burnside assessed each power drop and generator location to maintain network connectivity throughout the network. Additional generator sites added to provide emergency backup power to ITS equipment. He provided generator backup analysis and tracking of equipment and fuel.

**Verizon – Fiber Optics Division – Tampa, FL**

Local Manager - Mr. Burnside managed 21 fiber optic technicians. He was responsible for maintaining service orders and repair to all Verizon customers. He prepares daily reports, timesheets, participates in conference calls, and handles customer complaints. Mr. Burnside manages the daily workload with appointment times and manages overtime daily. He monitors trouble ques to prevent missed commitments.

**Fiber Network Field Technician** - Mr. Burnside started at Verizon as a fiber network field technician. He performed service order repair activities on fiber network facilities between and including the customer serving terminal and at the customer's premises. He performed installation and maintenance activity at the fiber hub. Mr. Burnside performed installation and maintenance of voice, data and video equipment and/or service at the customer's premises. He provided revenue enhancing products to customers.

**Copper Repair Technician** - Mr. Burnside provided copper maintenance, repair, preparation and splicing for future and current usage. He managed customer repair issues and resolved customer complaints. Mr. Burnside prepared the daily schedule report and monthly schedule for over 60 technicians, as well as the daily work completion/status report. Mr. Burnside performed outside repair of copper cable, high caps, business repair, residential repair, and DSL service. Mr. Burnside handled reports, customer complaints and inspecting for the placement of cables.

**TECO Transport – Tampa, FL**

**Laborer** – Responsible for barge maintenance, ballast of ship, and crane operations. Operated heavy equipment. Performed arc welding, stick welding, steel fabrication, channel markers and basic electrical duties. Trained in first aid. Served as an instructor for 15 years.

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# BRENDAN LONERGAN
## DEPUTY PROJECT MANAGER

Brendan Lonergan has over 15 years of experience in construction, maintenance, coordination and electrical services related to technology rich systems. He utilizes his construction and networking experience to supplement TransCore's installation and integration efforts on ATMS and ITS projects throughout the nation. He manages the Tampa TransCore internal server environment, network equipment and end user workstations/laptops for the last 3 years. Brendan's field and core network experience allows him the capabilities of full service operations from configuration, deployment and maintenance of devices. The combination of understanding the central system software, installation and networking side of all projects empowers his full understanding of these projects.

**Education:**
Jefferson High School – High School Diploma

**Years of Experience:** 15+ Years

**Certifications & Licenses:**
- ✓ Firetide Certified Wireless Mesh Administrator
- ✓ COMPTIA A+ (currently completing)
- ✓ Florida Department of Law Enforcement (FDLE) Background Clearance
- ✓ IMSA Traffic Signals Level I
- ✓ IMSA Traffic Signals Level II
- ✓ ATSSA Florida Advanced Maintenance of Traffic
- ✓ SLERS Clearance

**FDOT District One Maintenance – Ft. Myers, FL**
Responsible for the management, configuration and installation of a full layer 2 network switch replacement for upgrade from 100Mb to 1Gb network speed for all field devices on the FDOT D1 system in Lee and Collier counties. This effort included replacement of approximately 120 network switches on an active network while maintaining full communication and minimal downtime during replacement. Mr. Lonergan coordinated with TMC staff to ensure that central system devices were fully functional through SunGuide.

**FDOT District Seven ITS Device Management – Tampa, FL**
Mr. Lonergan has performed 24/7/365 troubleshooting duties for the ITS devices, communications, and power to restore system to proper operations. He coordinated with the Regional Traffic Management Center staff regarding damage to and repair of ITS devices and communications. He was responsible for coordinating manufacturer (Tapco) activities for the planning, installation, testing and certification of 14 Wrong Way Detection Sites in the Tampa Bay area on the District 7 ITS network. Most recently Mr. Lonergan worked with SunGuide to perform assessments for damage caused by Hurricane Irma to perform central system repairs.

**VDOT I-66 Active Traffic Management System – Manassas, VA**
This project was a $36 million Active Traffic Management System (ATMS) project put in place in 2016 along a 30-mile stretch of I-66 from the D.C. line through Arlington, Fairfax and Prince William counties with the goal of making the most of the available lanes. Mr. Lonergan's role on the project was to complete final integration and testing of fiber optic network, configuration and installation of network equipment and Dynamic Message Sign (DMS) equipment. This project was voted as one of America's Transportation Awards Top 12 finalists.

**City of Tampa ITS Network Maintenance – Tampa, FL**
This effort included management of 24/7/365 maintenance staff for complete maintenance of fiber optic and wireless network, installation and maintenance of CCTV and network equipment, deployment of portable messaging signs for event coverage to include setup and configuration of wireless network and DMS equipment. Project management duties included staff management, procurement, project planning and client relations.

**Pasco County ATMS Network Management – Pasco County, FL**
TransCore provides comprehensive ATMS hardware and software support services for the Pasco County network and devices. This effort includes installation of CCTV, modification of fiber optic communications, management of network configuration and support for the existing county-wide adaptive signal control system. Most recently,

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**BRENDAN LONERGAN**
**DEPUTY PROJECT MANAGER**

Mr. Lonergan provided network management services for the replacement of core networking equipment including firewall configuration, VPN connection management, layer three router upgrade for the Traffic Management Center.

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# JENNIFER JENNINGS
## PROJECT ASSISTANT

Ms. Jennifer Jennings is a Project Assistant located in TransCore's Tampa office. She possesses strong administrative skills and sound judgment. Ms. Jennings has previous experience working in the administrative field is an asset with her strong follow through and attention to detail. She has experience in office management, accounting, payroll, and many other areas.

**TransCore – Ft. Myers/Tampa, FL**

Project Assistant – Ms. Jennings performs reconciliation of temporary employee timesheets and billing to ensure accuracy. She is responsible for invoicing District One, tracking work orders, and locates. She supports day to day operations by assigning and managing work orders. She assists in keeping track of projects that are ongoing. She supports Districts with invoicing with performance reports and inventory control.

**PREVIOUS EXPERIENCE:**

**MCMI (Material Conveying Maintenance Inc.) – Tampa, FL**

Administrative Assistant/Office Coordinator – Ms. Jennings provided customer service, ordered office supplies, maintained office machines, and answered phones. She prepared staff meeting agendas and schedules for the office. She was responsible for dispatching technicians to proper job locations with detailed work orders of what was to be performed. She managed a purchase order system to order materials for jobs and tracked shipments to assure they arrived on time. She was also responsible for accounts payable and accounts receivable.

**WFG (World Financial Group) – Tampa, FL**

Administrative Assistant/Trainer – Ms. Jennings maintained the phones for the office. She was also responsible for completion of office legal forms, ordering office supplies, maintaining office machines, and coordinating training classes for new agents. She prepared staff meeting agendas and scheduling for the office. She was responsible for hiring and training new agents how to explain multiple products to clients. She successfully met deadlines on a weekly and monthly basis.

**Air-O Force 1 Heating and Cooling – Tampa, FL**

Receptionist/Administrative Assistant – Ms. Jennings answered phones for the office, greeted clients and visitors, prepared staff meeting agendas and scheduling, handled invoices, and processed incoming and outgoing mail. She oversaw client scheduling for yearly maintenance and confirming those appointments. Ms. Jennings was responsible for maintaining and ordering all office supplies for the office and supplies for the clients. Ms. Jennings was responsible for dispatching all technicians to jobs for maintenance and no cools.

**Education:**
Diploma, John Overton High School- Nashville, TN

**Years Experience:** 6

**Key Previous Experience:**
- ✓ Payroll Experience
- ✓ Strong Computer Skills
- ✓ A/P and A/R Experience
- ✓ Business Management
- ✓ Communication
- ✓ Leadership

**Training & Special Skills:**
- ✓ Notary Public
- ✓ Business Management Training
- ✓ Team Building Training
- ✓ Proficient in Microsoft Office
- ✓ Proficient in Excel
- ✓ Proficient in Adobe

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TRANSCORE

# JASON SMALL, P.E.
## ENGINEERING MANAGER

Mr. Jason Small is a Professional Engineer who manages project coordination and engineering. He has 16 years of experience in transportation testing, studies, administration as well as plan and specification development.

**FDOT District Two SR-23/I-10 DB – Jacksonville, FL**

Engineer of Record – Mr. Small provided ITS Design Services on this project that converts SR 23 from a 2/4 lane road to a toll expressway with interchanges. The ITS components for the project include 20 CCTVs, 10 DMS, 38 MVDS & Bluetooth, along with an electrical subsystem along SR 23. A fiber-optic cable system was designed along SR 23 as well as along 8.1 miles of I-10 and 33 miles of I-95 in St Johns County.

**Active Arterial Management – Davis Highway – Pensacola, FL**

Engineer of Record – Mr. Small is responsible for overseeing the active management and retiming of twelve closely spaced signalized intersections along Davis Highway. Each of these intersections is connected to, and monitored through, the TransSuite central software, as well as via CCTV cameras and Bluetooth detectors. Timing adjustments and new timing plans are developed as determined necessary.

**MDX Contract No.: RFP-14-03, Design-Build Services for SR 836 Operational. Capacity and Interchange Improvements from west of NW 57th Avenue to NW 17th Avenue - Design -** Engineer of Record – Mr. Small provided ITS Design Services on this project that upgrades SR 836 through the addition of continuous east and westbound through lane and interchange improvements with full width shoulders; and infrastructure modifications to preserve the ORT conversion of SR 836. The ITS components for the project include 12 CCTVs, 2 DMS, 30 MVDS, along with electrical, fiber-optic cable and communication systems.

**Education:**
Bachelor of Science, Civil Engineering, May 2007 , The University of South Alabama, Mobile, Alabama

**Years of Experience:** 16

**Professional Registrations:**

Professional Engineer, Florida License Number 74279

Professional Engineer, Alabama License Number 32469

**Trainining/Certifications:**

- ✓ IMSA Traffic Signal;
- ✓ FDOT Specifications Package Preparation;
- ✓ Advanced Maintenance of Traffic;
- ✓ NHI AASHTO Roadside Design Guide;
- ✓ FDOT Final Estimates Level I & II;
- ✓ FDOT Earthwork Level I;
- ✓ Florida Stormwater, Erosion, and Sedimentation Control Inspection

**Previous Experience**

**Project Administrator – Area Wide Coordinated Signal Retiming Program** - Five year, FDOT funded program, administered by the City of Pensacola. Included conducting traffic engineering studies and computer modeling necessary to coordinate and optimize traffic signals and networks throughout Escambia and Santa Rosa County. Reports are written summarizing the results of the retiming efforts, along with any additional recommendations for improvements, and provided to the Department and the Maintaining Agency.

**Traffic Engineering Studies** - Conducted, coordinated, and supervised the collection of traffic data on numerous projects throughout Santa Rosa and Escambia County Florida, Alabama, and Louisiana. Developed procedures to maximize the safety of traffic inspectors while working along the roadway. Developed procedures to test the accuracy of traffic data collectors before, during, and after conducting traffic studies.

**Ensley Area Improvements** – CEI Project Engineer - Realignment and signalization of Johnson Avenue and Detroit Boulevard along Palafox Street.

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# RONNIE IRIZARRY
## NETWORK LEAD TECHNICIAN

Mr. Irizarry is based out of the TransCore Tampa office. He has performed a wide range of roles throughout a variety of complex projects. The combination of understanding the central system software, installation and networking side of all projects empowers his full understanding of these projects. Mr. Irizarry manages configuration and installation of networks. He verifies work is completed on time, correctly and within budgetary constraints.

### FDOT District One ITS Device Management – Tampa, FL

Mr. Irizarry is a Network Engineer with TransCore. He assists with the configuration and installation of a full layer two network switch replacement for upgrade from 100Mb to 1Gb network speed for all field devices on the FDOT D1 system in Lee and Collier counties. He offers full communication and minimal downtime during replacement. He ensures that designed products operate and are constructed to standard specifications within operational and safety limits. He also reviews the design of ITS systems for construction of new ITS systems or alterations of existing systems.

**PREVIOUS EXPERIENCE**

### AT&T: Network Engineer

Mr. Irizarry was responsible for providing support on communications network as they related to routing, switching, security, voice, video and Wireless services. He upgraded all Cisco access and distribution WS Catalyst Switch Chassis version. STP, RSTP, TRUNK, VPC,SVI, and VSS. He implemented Nexus 9K, 7K, 5K and 2K aggregation and core layers L2 and L3 and FEX modules. He used Cisco routers and Switches Devices Configuration, Design Network Infrastructure and Security. Mr. Irizarry used network protocols: TCP/IP, BGP, EIGRP, IPSec, Serial, Frame Relay, PPP,VLANS,RIP, Ethernet, Metro-E, MPLS, VRF and OSPF,.

### Brighthouse: Network Engineer

Mr. Irizarry had several roles while employed with Brighthouse. He was classified as a CCNP Level Network Engineer. He worked with major ISP on Network Design, QA and troubleshooting circuits and Equipment. He implemented industry standards for service provisioning and delivery across carrier-class network. He managed the design and building of optical service delivery network over 110 hub, planned and built provisioning standards for Cisco ISR, ASR, ASA, WSA, Nexus and Catalyst app. Configured multi-state MPLS network, providing Metro-Ethernet for VPLS (mesh), Direct Internet Access, Host Voice Services (Voice over IP), Wireless and P2P Service while supporting over 6,000 enterprise hospitality customers. Mr. Irizarry implemented and troubleshot dynamic routing protocols such RIPv2, RIPng, OSPF and BGP.

### Bayer Healthcare LLC: Network Administrator

Scope of responsibility included daily management of network operations, interconnectivity infrastructure, domain server setup, Cisco Routers ,Cisco Switches and maintenance, and backup systems; analysis of, troubleshooting, and programming computer applications and systems for users; evaluation of potential network enhancements; analysis of existing hardware and software; installation and maintenance of security (firewall and antivirus) systems; migration, upgrade and deployment of all approved licensed software; user training; and maintenance of Intranet/Internet web page.

**Education:**
BS-Computer Science from the University of The Sacred Heart

**Years of Experience:** 20+ years Technical and Networking Experience

**Training/Certifications:**

- ✓ Wireless Lan 802.11a/b/g/i
- ✓ CCENT (Cisco Certified Entry Network Technician)
- ✓ CCNA (Cisco Certified Network Associate
- ✓ CCNA Security (Cisco Certified Security Associate)
- ✓ CCDA (Cisco Certified Design Associate)
- ✓ CCNP (Cisco Certified Network Professional)
- ✓ CCDP (Cisco Certified Design Professional)
- ✓ 4011 (National Security Agency and CCNS Certification)
- ✓ Proficient in oral and written communication in both English and Spanish

**Key Previous Experience:**

- ✓ IT/Network Infrastructure Design & Maintenance
- ✓ Email Encryption
- ✓ Server/Network Management
- ✓ Virtualization Solutions
- ✓ Data Protection/Backup/Recovery
- ✓ Network Security/Monitoring
- ✓ System Integration and Implementation

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# CARLOS OGANDO
## SENIOR TECHNICIAN

Mr. Ogando is a Senior ITS Field Technician in TransCore's Ft. Myers office. His responsibilities include work order review, prioritizing work activities, preventative maintenance, locates, RMA's, leadership and training of the technicians. Mr. Ogando assists the Project Manager to maximize work-loads, isolate network problems, field issues, and supervise technician's performance. His experience includes installation, integration, maintenance, and troubleshooting of CCTV cameras, dynamic message signs, MVDS, control cabinets, and miscellaneous electrical work.

**Years of Experience:** 25

**Key Previous Experience:**

- ✓ FDOT District Six ITS Device Management
- ✓ FDOT District Four ITS Maintenance
- ✓ FDOT District Six I-75, I-195, and Lower Keys ITS Design Build
- ✓ FDOT District One I-75

**Certifications/Training:**

- ✓ FDOT Intermediate Maintenance of Traffic
- ✓ IMSA Work Zone Safety Specialist
- ✓ Florida Department of Law Enforcement (FDLE) Background Clearance
- ✓ Fiber Optics Training Course
- ✓ Cohu, Ruggedcom, Vicon, Lowering Device, Wavetronix Training
- ✓ CDL, Bucket Truck, and Heavy Equipment

### FDOT District One I-75 RTMC/STMC & Freeway Management System (FMS) for Collier, Lee, Charlotte, Sarasota, and Manatee Counites – Ft. Myers, FL

Lead Technician –This contract provides maintenance for all types of ITS devices and communications such as fiber optic and wireless communications networks, CCTV cameras, Dynamic Message Signs (DMS), vehicle detection stations, video detection, Ethernet switching equipment, data communications, safety cable barrier system, and other specialized ITS devices. Mr. Ogando assists with the training of technicians in troubleshooting, repair, preventive maintenance, and replacement. Mr. Ogando leads the technicians and assists with reporting paperwork for this contract. He participates in integration activities. This contract requires preventive, routine, and emergency maintenance activities. Mr. Ogando led and coordinated technicians installing ITS devices such as CCTV cameras, Dynamic Message Signs, Roadway Weather Information Systems, ITS enhancements to the existing Safety Cable Barrier System, and microwave vehicle detectors. He assists with integration activities including the interface with the Florida Statewide Traffic Management Software, SunGuide. He also assists with the testing activities of the devices.

### FDOT District Four ITS Maintenance Contract – Ft. Lauderdale, FL

ITS Technician –This contract provides maintenance for all types of ITS devices and communications such as fiber optic and wireless communications networks, CCTV cameras, Dynamic Message Signs (DMS), vehicle detection stations, video detection, Ethernet switching equipment, data communications, and other specialized ITS devices. Mr. Ogando assists with the training of technicians in troubleshooting, repair, and replacement. Mr. Ogando participates in integration activities. This contract requires preventive, routine, and emergency maintenance activities.

### FDOT District Six ITS Device Management Contract – Miami, FL

ITS Technician – This contract provides maintenance for all types of ITS devices and communications such as fiber optic and wireless communications networks, CCTV cameras, Dynamic Message Signs (DMS), vehicle detection stations, video detection, Ethernet switching equipment, data communications, and other specialized ITS devices. He assists with the training of technicians in troubleshooting, repair, and replacement. He participates in integration activities and assists with ramp metering project. This contract requires preventive, routine, and emergency maintenance activities.

### FDOT District Six I-75, I-195, and Lower Keys ITS Design-Build – Miami, FL

ITS Technician – Mr. Ogando installs ITS devices such as CCTV cameras, Dynamic Message Signs, and microwave vehicle detectors. He assists with integration activities including the interface with the Florida Statewide Traffic Management Software, SunGuide. He assists with the testing activities of the devices.

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# KEVIN BAUMANN
## CONSTRUCTION TECHNICIAN

Mr. Baumann is based out of the TransCore Ft. Myers office and leads our construction effort. His skill in concrete is unmatched in the industry and he brings a wealth of knowledge and understanding to each project. He held a wide range of roles throughout a variety of complex projects before working with TransCore. Mr. Baumann will apply his previous knowledge in construction to ensure the safety for all team members on the project. His ability to meld his concrete knowledge with ITS projects makes him an asset to this team.

### FDOT District One ITS Device Management – Tampa, FL

Mr. Baumann has been part of several upgrades in District One. He has assisted with building generator pads that prevent flooding to the generators and maintained generators to assure safety to all workers. He has cleared out conduit and installed poles for the district. He will continue to help with the ground work for upcoming projects as well as correct any trouble areas in the district.

**PREVIOUS EXPERIENCE**

### Multiple Construction Companies

Mr. Baumann worked for several construction companies totaling his experience at seventeen years. He held many positions including a laborer, concrete finisher, and labor foreman. While he was employed with PRUS Construction Co., Baker Concrete Construction, and Endeavor Construction he managed many work crews on projects and has experience with people of diverse backgrounds. He was responsible for training the crew on proper procedures for safety and ensuring those procedures were being followed. He acquired several skills in this field that included pouring, forming, finishing concrete, demolition, transporting equipment and various construction duties.

### Years of Experience:

17 years of construction experience

### Key Previous Experience:

- ✓ Teamwork and labor-intensive skills with attention to detail
- ✓ Extremely reliable and safety conscious
- ✓ Strong Leadership Skills
- ✓ Manages time wisely
- ✓ Excellent Communications

### Skills and Certifications:

- ✓ Certified Arial Lift
- ✓ Certified Skid Steer
- ✓ Certification in Forklift/Rough Terrain
- ✓ Crane Safety and Rigging Competent Person Certificate
- ✓ OSHA 30 Certified
- ✓ Scissors Lift/Elevated Work Platforms
- ✓ Trenching Competent Person Certificate
- ✓ Certified SBCA Installer

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# C. TYLER GARRY, PMP
## ADVANCED MOT

Mr. Tyler Garry is currently pursuing his Master of Business Administration in Project Management from Saint Leo University with a scheduled graduation date of April 2018 and a cumulative 4.0 GPA. He possesses 13 years of experience with Fiber Optic infrastructure including fusion splicing, project strategizing, design and problem-solving for both telecommunications and government projects. Through his years of fiber optic experience, he has aided in the development of best practices and methods of proficiency in the testing of fiber optic networks and analysis of testing reports to ensure all fibers meet quality and specification requirements.

**TransCore – Project Manager**

Mr. Garry manages concurrent projects for TransCore through the supervision of construction activities. He is efficient in planning and organizing the daily tasks for all project activities. He oversees onsite management ensuring the project is on schedule with installation, integration, testing and commissioning involved with each project. He communicates with the client on every project and prepares up-to-date project information while confirming the project is within scope, budget, and on schedule. Mr. Garry also oversees the TransCore Network of Preferred Installers (NPI) partnership with Corning.

**FDOT District Seven Traffic Operations- Tampa & Riverview, FL**

Mr. Garry supervised the initiation, planning, execution, and closing of Traffic Signal Installations such as US 301/Balm and Floribraska/I-275, as well as ATMS Construction and Integration projects such as US 301: Fowler to SR 60. In each of these examples, Mr. Garry ensured the needs of the client were addressed with their best interests in mind, and the project was delivered per the specifications for scope, budget, and schedule. Mr. Garry worked with all parties involved while managing the day to day coordination of construction activities to ensure timely and quality execution. He was also responsible for scheduling update meetings and consulted on infrastructure improvements based on cost-benefit analysis for the client, as well as their maintaining agencies.

**City of Tampa- Tampa, FL**

Mr. Garry managed the construction and integration of both the Cross Creek Boulevard Fiber, Conduit, CCTV, Traffic Signal Installation and 50th Street Fiber, Conduit, Traffic Signal Integration projects for the City of Tampa. These projects required Mr. Garry to manage multiple subcontractors and activities, as well as file for permits with various agencies, all while overseeing regularly scheduled duties. Mr. Garry was solely responsible for project documentation, meetings, and project closeout.

**Education:**

Saint Leo University – MBA in Project Management, Pending April 2018

University of South Florida – B.S. Degree, Interdisciplinary Natural Sciences with focus in Mathematics, Physics & Biology

**Years of Experience:** 13

**Training/Certifications:**

- ✓ First Aid/CPR/AED
- ✓ IMSA Signal Tech II
- ✓ ITSFM Maintainer
- ✓ Light Brigade Fiber 1,2,3
- ✓ Wavetronix
- ✓ OSHA Certified
- ✓ PMP Certification
- ✓ Corning NPI Affiliate
- ✓ Corning TS-LAN-500
- ✓ ETA Fiber Optic Installer
- ✓ Advanced MOT

**Key Previous Experience:**

- ✓ Strong Leader/Motivator
- ✓ Excellent Written and Oral Communication Skills
- ✓ Logical Problem Solver
- ✓ Efficient and Organized
- ✓ Experience in ISP/OSP Network Design
- ✓ Lead Fiber Optic Splicer
- ✓ Experience in Testing/Troubleshooting Fiber Optic Networks
- ✓ OTDR Testing Experience
- ✓ Microsoft Office Experience

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**FDOT District Six, Miami Dade Co. Public-Private Partnership - Port of Miami Tunnel – Miami-Dade, FL**

This contract included the Control and Communication Systems covering the Traffic Surveillance and Control System (ITS: 23 DMS, 93 CCTV Cameras, 13 Microwave Detection Systems, 7 Over-height Detection Systems, 60 Lane Usage Signs, 7 Access Gates) the tunnel mechanical/electrical Supervisory, Control and Data Acquisition System (SCADA), the Communication Network System (Fiber, Copper, Wireless, Radio and required Devices and Switches) and the Telephone System. Mr. Garry was responsible for overseeing the splicing and report generation of fiber optic activities on this project.

**FDOT District Four Public Private Partnership - I-595 Corridor Roadway Improvement D/B/O/M – Ft. Lauderdale, FL**

TransCore provided design, procurement, integration, and testing of a temporary wireless ITS system which included 16 CCTV, 20 DMS, 12 MVDS that will be maintained until the permanent ITS system comes online. Installation and integration services on the permanent ITS System as well as providing ITS maintenance services during the first 10-years of operation. Mr. Garry was responsible for managing all fiber optic requirements on this project, as well as subcontractors.

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# WILLIAM T. CHAMBERS, III, P.E.
## SENIOR ENGINEER

Mr. Bill Chambers is a Florida Communications Manager with over 22 years of experience in ITS projects throughout Georgia and Florida. Mr. Chambers' distinguished background includes computer hardware and network integration, electronic circuit analysis, telecommunications, and computer programming.

**Education:**
B.S., Electrical Engineering, Georgia Institute of Technology, 1996

**Years of Experience:** 22 +

**Registrations:**
Professional Engineer (P.E.) since 2004

**Key Previous Experience:**
Project Engineer on multiple ITS/ Traffic Operations Consultant contracts with the Florida Department of Transportation (FDOT)

Served as Engineer of Record (EOR) on numerous Design-Build projects in Florida including FDOT-District 7 Skyway Bridge Video Upgrade Project, FDOT-District 6 District Office Security Surveillance System, and FDOT District Six SR 826/Upper Keys

### Central Florida Expressway (CFX) Toll System Upgrade Project
Mr. Chambers is a Senior Network/Systems Engineer for this project. This project is upgrading the existing toll system to the company's Infinity toll system. This project includes system design, installation, and maintenance of the new toll system using server virtualization and network technologies.

### Escambia County-Bob Sikes Bridge Toll System Upgrade Project
Mr. Chambers is a Senior Network/Systems Engineer for this project. This project upgraded the legacy toll system to the company's Infinity toll system. This project included system design, installation, and maintenance of the new toll system using server virtualization and network technologies.

### Miami-Dade Expressway (MDX) Toll System Upgrade Project
Mr. Chambers is a Senior Network/Systems Engineer for this project. This project is upgrading the existing toll system to the company's Infinity toll system. This project includes system design, installation, and maintenance of the new toll system using server virtualization and network technologies.

### Florida's Turnpike Enterprise (FTE) Toll System Upgrade Project
Mr. Chambers is a Senior Network/Systems Engineer for this project. This project is upgrading the existing toll system to the company's Infinity toll system. This project includes system design, installation, and maintenance of the new toll system using server virtualization and network technologies.

### Miami-Dade Causeway (MDC) Toll System Upgrade Project
Mr. Chambers is a Senior Network/Systems Engineer for this project. This project installed the company's Infinity toll system as a new toll system. This project included system design, installation, and maintenance of the new toll system using server virtualization and network technologies.

### FDOT District One Lakeland Signal System Upgrade Project
Mr. Chambers was an Engineer-of-Record for communications design for the Lakeland Signal System project. This project used Gigabit Ethernet and 10/100 Mbps Ethernet communications for 175 traffic signals and 42 CCTV cameras and integrated the viewing and control back at the Lakeland Traffic Operations Center.

### FDOT Statewide Microwave Maintenance
Mr. Chambers was a Project Manager and Senior Systems Engineer for this project. This project maintains and performs upgrades on the statewide microwave communications infrastructure for FDOT. This project not only includes the systems and network equipment troubleshooting and maintenance, but also maintenance of the physical site structures and compound. Mr. Chambers is in responsible charge of approximately seventeen team members on the contract around Florida.

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**Tampa Open Road Tolling Project**
Mr. Chambers was the Network System Design Engineer responsible for design, integration, troubleshooting, and testing of the network equipment infrastructure installed for the project. In addition, his responsibilities included being the lead project engineer responsible to conduct environmental testing activities, as well as obtain certification that the system complied with specified standards from an independent testing facility, on field system cabinets and equipment deployed on this project. This project was implemented in Tampa along the Lee-Selmon Expressway.

**FDOT District Five iFlorida Travel Time Data Collection**
Mr. Chambers was a Systems Engineer in the design and configuration of the AVI reader system and provide technical support to the prime contractor.

**FDOT District Six SunGuide Video Wall**
Mr. Chambers was Engineer-of-Record in the design of upgrades to the SunGuide TMC. Work included analysis of existing infrastructure, design expansion of electrical and communications circuits, and layout of the video wall.

**FDOT District Six SR836 Communications and Incident Management Surveillance System**
Mr. Chambers was Engineer-of-Record for the design of ITS infrastructure installed along SR836 in Miami, Florida. Equipment to be deployed on this project included Closed Circuit Television (CCTV) cameras, RTMS detectors, Dynamic Message Signs, fiber optics, and Gigabit Ethernet network switches.

**FDOT District Six SR826/Upper Florida Keys Design-Build**
Mr. Chambers was Engineer-of-Record for the design of ITS infrastructure installed along SR826 and the Florida Keys. Equipment to be deployed on this project included wireless Ethernet communications hardware, CCTV cameras, Dynamic Message Signs, Video Detection Station (VDS) detectors, and fiber optics.

**Bay Harbor Islands(BHI) Toll System Project**
Mr. Chambers is a Senior Network/Systems Engineer for this project. This project installed the company's Infinity toll system as a new toll system. This project included system design, installation, and maintenance of the new toll system using server virtualization and network technologies.

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# CHARLES NAPOLITANO
## SENIOR ELECTRICIAN

Mr. Napolitano is an ITS Installation Specialist with extensive construction management and utility coordination experience. He brings wide-ranging electrical systems installation experience and is a Master Electrician, State of Florida Registered Electrical Contractor, and holds several certifications with IMSA. Mr. Napolitano has over 30 years of installing City, State and private electrical systems. He is experienced in scheduling and coordination of commercial and residential wiring, new construction and maintenance, temporary power and generator installations, solar lighting systems, State and County roadway lighting, airport electrical systems, roadway sign lighting and installation, and traffic signalization.

**Port of Miami Tunnel - Public Private Partnership (P3); Miami-Dade County, FL; Client: FDOT District Six** - Construction Superintendent - This contract includes the Control and Communication Systems covering the Traffic Surveillance and Control System [ITS: 23 Dynamic Message Signs (DMS), 93 Closed-circuit Television (CCTV) Cameras, 13 Microwave Detection Systems (MVDS), seven Over-height Detection Systems, 60 Lane Usage Signs, seven Access Gates] the tunnel mechanical/electrical Supervisory, Control and Data Acquisition System (SCADA), the Communication Network System (Fiber, Copper, Wireless, Radio and required Devices and Switches) and the Telephone System.

**Network 1-595 Corridor Roadway Improvement D/8/0/M - Public Private Partnership (P3); Broward County, FL; Client: FDOT District Four** - Project ITS Construction Superintendent - TransCore provided design, procurement, integration, testing of a temporary wireless ITS system which includes 16 CCTV, 20 OMS, 12 MVDS that will be maintained until the permanent ITS system comes online. Provided installation and integration services on the permanent ITS System as well as providing ITS maintenance services during the first 10 years of operation.

**FDOT District Six SR 826/SR 836 Interchange, Miami, FL**
Construction Manager – Responsible for overseeing the construction of a temporary wireless solution to maintain the connection to existing ITS devices, as well as a temporary wireless early deployment to critical DMS and CCTV that provides valuable travel time information during construction. Provided utility coordination and permitting.

**FDOT District Six Video Wall Restoration – ($1.9 M) 2015**
Was responsible for the electrical permitting and installation for the control wall power distribution panel as well as the electrical circuits required for the additional consoles

**Education:**
All-State Construction College, Hollywood, FL 1984

**Years of Experience:** 30+

**Key Previous Experience:**
- ✓ Held leadership positions with previous employers
- ✓ Over 30 years of installing City, State and private electrical systems
- ✓ Experienced in all facets of electrical work including traffic signalization

**Certifications:**
- ✓ Journeyman Electrician (Miami-Dade, Broward & Palm Beach Counties) – 1979
- ✓ Master Electrician (Miami-Dade, Broward & Palm Beach Counties) – 1984
- ✓ State of Florida Registered Electrical Contractor – EC#002393
- ✓ IMSA Work Zone Safety
- ✓ IMSA Signal Technician Level 1
- ✓ IMSA Signal Technician Level 3
- ✓ Stormwater Erosion and Sedimentation Control Inspector Training Program Inspector #23570
- ✓ Class B Commercial Drivers License

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**Orlando-Orange County Expressway Authority (OOCEA) CCTV and DCS System**
Project Manager - Installation, integration, testing and warranty of 50' and 130' steel MG2 CCTV poles, ITS cabinets, Cohu CCTV cameras, Sirit DCS, Wavetronix Vehicle Detection Sensors (VDS), underground conduit, Single Mode (SM) Fiber Optic Cable (FOC), electrical services, Minuteman UPSs, RuggedCom Switches, and all other associated equipment.

- **FDOT District One Roadside Animal Detection System (RADS) in Ft. Myers, FL**
  Construction Manager - responsible for construction oversight and utility coordination for an animal detection and motorist notification system that included the installation of a "break-the-beam" type system for animal detection with detector stations positioned throughout the project corridor on both sides of US41; and installation of static signs and flashing beacons to notify motorists of the possibility of animal traffic.
- **FDOT District Four Palm Beach County I-95 ITS Deployment – Palm Beach, FL**
  Construction Manager – Responsible for all aspects of field construction for the placement of 12 Freeway DMS, 11 Arterial DMS, 47 CCTV cameras, 101 microwave detectors, 47 Voice over IP transceivers, 2 RWIS, 6 HAR Transmitter sites with 14 HAR beacon sites, and 2 communication hubs.

***Prior to TransCore, Mr. Napolitano enjoyed the following career highlights:***
**R&D Electric (2008 - 2010),** Electrical Supervisor – Assigned to the (MDX) 874 project overseeing all electrical work.
**Signal Technology and Installation Corp. (2000 - 2008),** General Manager - Responsible for scheduling crews and equipment and overseeing construction and progress of numerous projects. Acted as liaison between major utility owners and STI.
**Designed Traffic Installation Company/MasTec (1988 – 2000),** Vice President of Electrical Operations
**City of Fort Lauderdale (1979 – 1988),** General Electrical Supervisor
**Broward County Fair Electrical Contractor (1975 – 1979),** Electrician

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# SUSAN BUCZAK
## PROGRAMMER

Ms. Buczak, Network Engineer, is based out of the TransCore Tampa office. She has performed a wide range of roles throughout a variety of complex projects before working with TransCore. She is experienced with being able to develop and implement plans immediately. Ms. Buczak has experience with verifying that work is completed on time and implemented correctly.

**FDOT District One ITS Device Management – Tampa, FL**

Ms. Buczak manages and establishes specifications for construction of new ITS systems and alteration of existing systems. Ms. Buczak ensures that designed products operate and are constructed to standard specifications within operational and safety limits. She also analyses the design of ITS systems for construction or modifications of existing systems.

**PREVIOUS EXPERIENCE**

**PERL Developer**

Ms. Buczak has extensive experience as a PERL Developer with Linux System Administration. She developed and supervised many projects with PERL. She troubleshot problems with the systems, managed client issues, ongoing development as well as managed security issues.

**Coding skills:**

- Perl – Mod_Perl 2, Catalyst MVC. DBIX::Class for sql.
- CSS2 and CSS3; Media Queries and/or server-side Browser Detect with Perl.
- Javascript, Jquery, Jquery UI, JQuery Mobile. Other JS frameworks as needed.
- HTML5, XHTML; Text editor or various HTML editors. Fluid layouts, Mobile Views, Ui/UX.
- Postgresql, Mysql, MariaDB, Sqlite, Flatfile; SQL server migrations, custom db builds, result sets.
- Setup and config for PHP apps.
- User Session apps with: Perl Catalyst MVC, Moose, Template: Toolkit, DBIx:Class, DBD:Pg, DBD:mysql, DBD:SQLite, using Relational schemas and ResultSets.
- Legacy Perl code maintenance.
- Superb Photoshop skills. Lightweight .gif animations.
- Wordpress experience.
- Custom CMS (blogs) builds with Perl Catalyst.
- Familiar with many CPAN modules.

**Server Admin and Config Skills:**

- Server software includes: Apache 2.2.* - 2.4.* , Plack and Starman for Perl
- Super Postfix, Dovecot TLS, sql setup. Some Sendmail and Exim experience.
- Expert Linux Command line skillset. Full linux server setup and hardening. Generally using sh/bash and Vi for on-server config. Apt/Slapt/Ports for upgrades, compile and install custom software as needed. Patches as needed. Compile and config for Mod_Perl on Apache 2.3.* - 2.4.23. Custom kernels for built-in drivers and other specs. Configure anything on Linux really. Custom LFS based builds, web server secure chrooting/images for internet facing services.
- OWASP config and setup on Apache to protect against sql injection.

**Education:**

BFA Cooper Union for the Advancement of Science & Art

**Years of Experience:** 16+ years

**Key Previous Experience:**

- ✓ IT/Network Infrastructure Design & Maintenance
- ✓ Email Encryption
- ✓ Server/Network Management
- ✓ Virtualization Solutions
- ✓ Data Protection/Backup/Recovery
- ✓ Network Security/Monitoring
- ✓ System Integration and Implementation

**Skills and Certifications:**

- ✓ Experience with MySQL
- ✓ Experience with PostgresSQL
- ✓ Experience with MariaDB
- ✓ Experience with Linux
- ✓ Experience with HTML5
- ✓ Experience with CSS
- ✓ Experience with JavaScript
- ✓ Experience with Nagios
- ✓ Experience with C Development

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- DNS experience. Full setup and config for TinyDNS. Embedded dns images, dns cache.
- Great Networking Skills for servers and workstations.

**Non-Perl Development Employment: Dell ProSupport:** She was remote support for federal, state and local government agencies and IT departments. Some support for small business customers. Spent one year with Dell doing voice at a call center. Lots of Dell training and Dell certifications for hardware support.

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TRANSCORE

# MIKE IOAKIMIDIS
## WAREHOUSE SUPERVISOR

Mr. Mike Ioakimidis is an ITS Level 2 Technician and Inventory Manager with TransCore. Mr. Ioakimidis has spent many years working with various test equipment and systems in the field of electronics, electronic assembly and manufacturing procedures. He is certified in numerous areas benefitting management in a warehouse setting. He is experienced in troubleshooting electronic devices and performing board level repairs. His organizational and interpersonal communication skills regarding his Technical Support experience is extensive.

### TransCore ITS, LLC – Tampa, FL

As the TransCore Warehouse Manager, Mr. Ioakimidis' responsibilities are many. Utilizing his COHU CCTV Board Level Certification, he tests, troubleshoots, repairs, and refurbishes both analog and IP cameras. He manages all shipping and receiving, inventory control, parts and equipment issues, as well as testing and disposition of all ITS equipment returned from the field. He is responsible for return material authorizations (RMAs) on equipment that has failed troubleshooting and cannot be repaired locally. Mr. Ioakimidis' generates and tracks purchase orders for the lab, the Tampa office, as well as the Ft. Myers office. He trains technicians how to properly troubleshoot equipment issues and demonstrates proper safety procedures.

### Semiconductor Diagnostic Inc. – Tampa, FL

Mr. Ioakimidis tested, assembled, and troubleshot electronic components pertaining to semiconductor test equipment used to measure impurities in silicon wafers. He performed software diagnostics and upgrades to semiconductor test equipment and assisted with inventory and quality control.

### MC Enterprises Inc. – Tampa, FL

Computer Support Specialist. His duties included computer repairs and upgrades as well as assisted in the day to day operations of the IT department. He also performed preventative maintenance on company scanners and printers.

### Dauphin Technology – Chicago, IL

Mr. Ioakimidis performed component level troubleshooting, repair and testing of Hand Held Mobile Computer's. He also reworked various circuits and performed electronic upgrades and assisted in the technical support department. He also assisted in the assembly and testing of various prototype modules for hand held mobile computers.

### Education/Training:

DeVry Institute of Technology

Biztech Learning Center

Stream International

High School Diploma, Chicago, Illinois

### Years of Experience:

20+ Years

### Training/Certifications:

- ✓ Broad Band Support
- ✓ CompTIA A+
- ✓ CompTIA N+
- ✓ COHU CCTV Board Level Certification
- ✓ First Aid/CPR/AED
- ✓ Intermediate MOT
- ✓ Wavetronix Certification
- ✓ Fork Lift Certification
- ✓ Tower Climbing
- ✓ OSHA Qualified Rigger (Train the Trainer)
- ✓ Control Switches
- ✓ Bosch
- ✓ Cohu Rise Training

### Key Previous Experience:

- ✓ Electronics test, troubleshoot and repair of various systems and devices.
- ✓ PC/Broadband Support to software and hardware peripherals.

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TRANSCORE

# FRANCESCO BENEDINI
## PROGRAMMER

Mr. Benedini is a Network Engineer based out of the TransCore Tampa office. He has performed a wide range of roles throughout a variety of complex projects before working with TransCore. He has several years of background in web development using PHP and JavaScript, excellent knowledge of the LAMP stack as well as the OpenBSD web server. In-depth knowledge of HTML 5, including standards compliance and accessibility guidelines, experience in writing Cascade-Style Sheets. He has experience in auditing web applications for security flaws, knowledge of the UNIX/Linux operating systems and long-time experience in system/network administration, and configuration under these systems. He has a long history writing SQL queries and installing and maintaining databases, knowledge of C and C++ programming languages, extensive programming in multiple scripting languages, expertise in malware research, experience in creating automated honeypots for capturing and tracking malicious software, understanding of system and network security under UNIX-based and Windows-based systems, creating and maintain virtual machines/servers, auditing web applications for security flaws, and basic knowledge of Portable Executable reverse engineering. He is an asset to the team.

### THEA – Tampa, FL

TransCore provides twenty-four (24) hours per day, seven (7) days per week, maintenance of the THEA integrated Open Road Tolling/All Electronic Tolling (AET) lane system, image servers, associated ORT Concentrator and back office systems. This system provides the capability of collecting tolls using SunPass compatible transponders, Violation Enforcement System (VES) image capture, correlating a transponder to the correct vehicle, detecting and separating vehicles, and properly classifying vehicles to axle-based vehicle classifications. This system is maintained to an availability level equal to ninety-nine percent (99%). Preventive maintenance and equipment repair are completed by TransCore staff to maintain this level of full system availability.

### FDOT District One ITS Device Management – Tampa, FL

He applies all his knowledge to the tasks given to him. He helps with establishing specifications for construction of new ITS systems and alteration of existing systems. Mr. Benedini ensures that designed products operate and constructed to standard specifications within operational and safety limits. He also reviews the design of ITS systems for construction of new ITS systems or alterations of existing systems.

**Education:**

Liceo Scientifico Ettore Majorana, Italy

**Years of Experience:**

15+ years of Technical and Networking Experience

**Key Previous Experience:**

- ✓ IT/Network Infrastructure Design & Maintenance
- ✓ Email Encryption
- ✓ Server/Network Management
- ✓ Virtualization Solutions
- ✓ Data Protection/Backup/Recovery
- ✓ Network Security/Monitoring
- ✓ System Integration and Implementation

**Skills and Certifications:**

- ✓ Utilize PHP, JavaScript, MySQL, Perl, bash, OpenBSD
- ✓ Utilize C++
- ✓ Utilize HTML
- ✓ Utilize VMWare
- ✓ Utilize Wireshark
- ✓ Bilingual: Italian and English

**PREVIOUS EXPERIENCE**

### Self-financed web-based project

Mr. Benedini ran a self-financed web-based project. While running this self-financed project he utilized PHP, JavaScript, HTML5, MySQL, and Perl scripts for a large multi-user, multi-purpose commercial web portal for advertising media and videos. All the content (including layout, graphics, code, and server configuration) was developed by Mr. Benedini and included several accessibilities features as well as security features (URL-based and domain-based blacklisting against spam, IP-based blacklisting, protection against weak passwords, etc).

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**Threattrack Security (formerly Sunbelt Software)**

Mr. Benedini was employed as a software programmer. He wrote “detections” for malicious software, mainly in scripting languages. The duties included the analysis of the malware, tracking back the source, and writing C++ code utilized by the Company’s antivirus engine to flag the samples. Mr. Benedini created and maintained automated honeypot network to capture malicious software and track back its source. The honeypot network was fully developed by Mr. Benedini utilizing Perl, PHP, bash scripting, and was managed through a web interface that was created on a MySQL database. Communication with other systems was done through NFS. He oversaw seminars for other security researchers to illustrate how to recognize malware, write detections and track the source of malicious activity. He actively collaborated with other security researchers, analysts and developers to share knowledge and tracking active malware. He was apart of making improvements to stay on top of current malware.

**Thanks S.r.L.**

Mr. Benedini was employed as a Senior Web Developer and Web Security Auditor. He created websites and web portals for several small to large companies, especially in online commerce. Duties involved the creation and maintenance of databases, the development (both server side and client side) utilizing scripting languages, the creation of web-based administration interfaces, and secure communication with external sites for online payments. Mr. Benedini created accessible websites for people with visual or motor disabilities utilizing the recommendations of the World Wide Web Consortium. He audited web sites hosted on the company’s servers (created in house or externally developed) for security flaws, such as SQL injection and cross-site scripting, illustrated the problems to the authors and proposed or developed fixes. He actively collaborated with network and system administrators to improve the security of the company’s servers, on UNIX-based systems. He acted as a mentor to other programmers, particularly improving their knowledge of security risks associated with developing web-based applications.

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TRANSCORE

# WILLIAM CUEVAS
## TECHNICIAN II

Mr. Cuevas is based out of the TransCore Ft. Myers office. He has performed a wide range of roles throughout a variety of complex projects before working with TransCore. He has experience with developing and implementing plans. Mr. Cuevas shows that he can help with designing the ITS systems within established specifications for construction of new ITS systems or for alteration of existing systems.

### FDOT District One ITS Device Management – Tampa, FL

ITS Technician I – Mr. Cuevas has been a great asset in assisting with training for troubleshooting equipment in the field. He has helped with maintaining all the equipment and keeping inventory up to date. He tests and determines if equipment failed due the site or equipment. He can help anywhere needed in the district. He has also had training in ITSFM and installing all equipment in the field. He leads crews for installation and verifies projects are running on schedule.

**PREVIOUS EXPERIENCE**

### Comcast Cable

Mr. Cuevas was a communications technician responsible for installation of Cable Network, Internet Service as well as home phone service. He gained years of experience working with installing cable, Cat5/Cat6 wiring with networking devices. He was responsible for troubleshooting of Radio Frequency related problems with signal attenuation and outside interference, troubleshooting of CAT5 and CAT6 networking, and troubleshooting of home networks wired and wireless. He worked with wireless and Bluetooth equipment while in the field.

### Lending 1st Home Loans

Professional Mortgage Planner - Originated new mortgage loans through various lead sources and cold calling. He had extensive training and proven completion for converting and closing internet-based leads. He generated new business by sending mailers, calling leads, taking applications, pricing programs and selling each customer. He actively worked with each borrower to clear conditions in a timely and fast-paced manner and overcome various obstacles throughout the process to meet deadlines for signing and funding.

### Education:

Universal Technical Institute of Rancho Cucamonga

### Years of Experience:

10+ years of technical experience

### Key Previous Experience:

- ✓ Teamwork and labor intensive skills with attention to detail
- ✓ Extremely reliable and safety conscious
- ✓ Microsoft Proficient
- ✓ Strong Leadership Skills
- ✓ Manages time wisely
- ✓ Excellent Communications

### Skills and Certifications:

- ✓ Organizational Skills
- ✓ Time Management
- ✓ Strong Oral and Written Communications
- ✓ Troubleshooting
- ✓ Software
- ✓ Advanced Technology Skills

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TRANSCORE

# CHAWN EDMONDSON
## TECHNICIAN I

Mr. Edmondson is based out of the TransCore Ft. Myers office. He has experience with safety and procedures that are put in place to ensure the equipment runs efficiently. Mr. Edmondson is knowledgeable with designing the ITS systems within established specifications for construction of new ITS systems or for alteration of existing systems.

### FDOT District One ITS Device Management – Ft. Myers, FL

ITS Technician I – Mr. Edmondson has been an integral part of the install and maintenance for District One. He trains new technicians how to properly clean and maintain all equipment in the District. He assisted with the install of new equipment in Lee and Charlotte County. He is slated to work on the District One ITSFM field collection crew. His primary task will be to locate and map out conduit and fiber subsystems for our ITS infrastructure. Mr. Edmondson will also be cross trained in other disciplines relating to the field collection crew including GPS & survey using Trimble's Data Collector as well as filling out corresponding attribute forms for all equipment, devices, cabinets, power and conduit on each roadway in District One. Mr. Edmondson will be shadowing several TransCore Field Technicians in the field to learn different aspects of the work performed in the field. He will become familiar with locating activities and fiber route marker installation as well.

**PREVIOUS EXPERIENCE**

### RWL Communication

Cable Technician – Managed cable installation, high-speed internet and phone service. He would verify all service was working with the customer. He performed troubleshooting issues in the field with equipment and technicians.

### Youngquist Brothers

Mr. Edmondson was a driver for Youngquist Brothers. He was responsible for driving the tanker truck, dump truck, and flat bed trucks to job sites. He would have to verify that equipment and materials were loaded on trucks correctly so that when transporting he was not violating road way safety. He verified that equipment was in good working order before and after jobs. Mr. Edmondson kept detailed inventory of all materials for the job.

### George's Lawn Care and Maintenance

Mr. Edmondson was responsible for the maintenance of lawns and equipment. He oversaw small lawn crews and verified work to be completed by company standards. He operated commercial zero turn mowers, push mowers, weed and pest sprayers, weed eaters, and leaf blowers. It was his responsibility to keep equipment maintained and report any issues to management.

### Southern Wine and Spirits

Mr. Edmondson was a route driver for Southern Wine and Spirits. He was responsible for all inventory on his truck always. He was to take inventory daily to ensure that he had everything that needed to be delivered for the day. He would have anywhere from 300 to 400 cases that would be delivered to multiple stores a day. Mr. Edmondson used a fork lift to load and unload merchandise on semi and box trucks.

**Education:**
Diploma in Heavy Equipment Operations with CDL- New Castle School of Trades

Graduated with Degree in Commercial ART

**Years of Experience:** 3

**Key Previous Experience:**
- ✓ Teamwork and labor-intensive skills with attention to detail
- ✓ Extremely reliable and safety conscious
- ✓ Microsoft Proficient
- ✓ Strong Leadership Skills
- ✓ Manages time wisely
- ✓ Excellent Communications

**Skills and Certifications:**
- ✓ Identification & Maintenance
- ✓ Safety
- ✓ Print & Site Plans
- ✓ Troubleshooting
- ✓ Communications & Employability
- ✓ CDL Class A
- ✓ Tanker Endorsement
- ✓ Tow Motor Operator
- ✓ OSHA Certificate

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TRANSCORE

# RUSSELL FELGEMACHER
## ELECTRICIAN

Mr. Russell Felgemacher is an ITS Field Technician based out of TransCore's Tampa office. He is responsible for performing skilled level electrical work in the installation, alteration, maintenance, and repair of electrical systems, equipment, and fixtures in accordance with standards practice of the electrical trade based on maintenance contracts.

**FDOT D1 and D7 ITS Maintenance – Ft. Myers, FL/Tampa, FL**

Lead Electrician - Provides preventive & routine maintenance activities on ITS devices, such as CCTV cameras, dynamic message signs, vehicle detection stations, safety cable barrier system, roadway weather information systems, as well as other specialized ITS devices. The contracts also include emergency repair work. Mr. Felgemacher has over thirteen years of experience for FDOT District 7 electrical systems for both street lighting and ITS. He is responsible for troubleshooting electrical issues and determining the most effective way for a safe NEC compliant repair. He handles the inspections of new construction projects, to ensure proper wiring of transformer, grounding/bonding, and correct equipment for application.

**FDOT D1 I-4 Fog/Low Visibility Detection System Design/Build – Polk County, FL**

Mr. Felgemacher assisted with the turnkey design-build services for a fog/low visibility fog detection system across 17 miles of I-4. This project included the replacement of 4 DMS, 12 thermal CCTV, and the installation of 11 RWIS units, and 58 flashing beacons. All integration and programming of the SunGuide software system and device response plan configuration was included.

**Pasco County SR-54, Ridge Road and Little Road Advanced Traffic Management Systems (ATMS) Design Build Project – Pasco County, FL**

Field Technician II – This design-build project includes the designing, furnishing, installing, integrating, testing, training and documenting of all system components in order to implement a state-of-the-art ATMS. The primary components of this project include deployment of ATMS field devices; deployment of a new dedicated communications network; integration of components into the Traffic Management Center (TMC); facility modifications; upgrades to existing intersections for specified standards conformance; and, deployment of highway lighting. Mr. Felgemacher was responsible for getting electrical service to the work site trailer. He is also ordering and building the roadway lighting load centers, as well as building the inside of the ITS device cabinets for this project.

**PREVIOUS EXPERIENCE PRIOR TO TRANSCORE:**

**Transfield Services North America – Tampa, FL**

Electrical Journeyman – Mr. Felgemacher worked on the portion of this contract that was assigned to maintain all electrical for I-275, I-375, I-175 and I-4 for Pinellas and Hillsborough Counties. The contractor was required to maintain all lighting at greater than 90% burn for each county. Mr. Felgemacher was responsible for the control wiring, the step-

**Education:**

Pinellas Technical Education Center (PTEC) – Electrician Training

Dixie Hollins High School - Diploma

**Years of Experience:** 9

**Key Previous Experience:**

- ✓ Experience with highway lighting
- ✓ Survey experience
- ✓ Electrical experience
- ✓ Cable splicing experience
- ✓ Previous FDOT contract experience (Asset Maintenance)

**Certifications:**

- ✓ Electrical Journeyman
- ✓ Class A Commercial Driver's License
- ✓ Confined Space Certified
- ✓ Forklift Certified
- ✓ Bucket Truck Certified
- ✓ CAT Certified – Skid Steer, Tractor, Backhoe, Mini Excavator
- ✓ First Aid/CPR/AED
- ✓ Intermediate MOT
- ✓ IMSA Signal Technician I
- ✓ SLERS Certification
- ✓ Ground Resistance Testing
- ✓ ITSFM Maintainer
- ✓ Journeyman Certification
- ✓ Medical Card
- ✓ Wavetronix
- ✓ Tower Climbing
- ✓ Ruggedcom Certification

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up/step-down transformers, contactors, interlock, timing relays and other miscellaneous associated items. He worked on 15kv URD cable splicing; installing load break connectors (LBC), and terminate to cut-out or transformer. He is familiar with both pole and pad-mount single phase transformers, feed thru and protected. He performed inspections for new meter services or new construction. He was responsible for erecting light poles and signs. Mr. Felgemacher served as on-call Maintenance of Traffic (MOT) 24/7 for accidents on the interstates.

**Art-Works Signs & Awnings – Clearwater, FL**

Sign Builder – Mr. Felgemacher worked in final assembly for Art-Works. He was responsible for building and wiring neon signs to UL specifications. He installed self-contained channel letters, neon transformers, LED lights, and rope lighting into signs. He also performed troubleshooting services on signs having electrical issues. Mr. Felgemacher would determine the proper size of transformer needed based on the neon type and length. He also determined the sign load, wire size and breaker size for each sign. He worked with the customer for shipping or pick-up of signs.

**C. Fred Dual Land Survey – St. Petersburg, FL**

Rodman – Mr. Felgemacher was the Rodman for land surveying of new construction, lay out roads, drainage, curbing, houses, property lines, elevations, mapping roadways, ongoing constructions, and neighborhoods. He also performed utility locates. He was responsible for determining the tools needed for the day and loading the truck appropriately to prepare for the day's work.

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TRANSCORE

# JACQUES CHARLES PLACIDE
## TECHNICIAN I

Mr. Placide is based out of the TransCore Ft. Myers office as an ITS Technician I. He takes pride in his quick thinking and in his ability to develop and implement plans immediately. Mr. Placide maintains the ITS systems within established specifications for construction of new ITS systems or for alteration of existing systems.

### FDOT District One ITS Device Management – Tampa, FL

ITS Technician I – Mr. Placide has experience with the District One. He has been a key employee with making sure the maintenance on all components have been kept properly. He helps with inventory in the warehouse and in the field to assume that each device is properly documented. He has worked on installing CCTV's in the field along with training the proper procedures in maintenance. Mr. Placide is currently being cross trained in other disciplines relating to the field collection crew including GPS & survey using Trimble's Data Collector as well as filling out corresponding attribute forms for all equipment, devices, cabinets, power and conduit on each roadway in District 1. Mr. Placide is shadowing several TransCore Field Technicians in the field to learn different aspects of the work performed in the field. He will become familiar with locating activities and fiber route marker installation as well.

**PREVIOUS EXPERIENCE**

### RWL Communications Inc.

Mr. Placide reviewed the network details and the overall arrangement of the systems. He physically installed Category 3, Category 5, Enhanced Category 5, Category 6 and RG6, and Structured Cable Distribution Systems. He installed outlets, pulling cable, fire stopping and pre-termination including organizing, forming, dressing and labeling cables to industry standards. He terminated, assembled and installed 8-pin modular connectors and coaxial connectors, light crimp connectors. Some of his other requirements were maintaining and referencing industry standards industry standards including ANSI, EIA/TIA, and local and National Electric Code. He performed site surveys, read and use blueprints and floor plan and conduct visual site inspections. Determined closet and equipment layouts and installed closet hardware including backboards, connecting blocks, racks, patch panels, enclosures, and balance video equipment. He installed entrance facility grounding infrastructure and performed grounding.

**Education:**
Home Automation Systems from Cleveland Institute of Electronics (Cleveland, OH)

**Years of Experience:** 6

**Key Previous Experience:**
- ✓ Teamwork and labor-intensive skills with attention to detail
- ✓ Extremely reliable and safety conscious
- ✓ Strong Leadership Skills
- ✓ Manages time wisely
- ✓ Excellent Communications
- ✓ Demonstrates safe working practices

**Skills and Certifications:**
- ✓ Jones/NCTI Certifications
- ✓ Equipment Installer
- ✓ Troubleshooting
- ✓ Software
- ✓ Documentation of safety reports

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TRANSCORE

# RICHARD OGLESBY
## ITSFM TECHNICIAN

Mr. Oglesby is based out of the TransCore Ft. Myers office. He has experience developing and implementing plans immediately. He assists with designing the ITS systems within established specifications for construction of new ITS systems or for alteration of existing systems. He has supported many processes since he started with TransCore and effectively learns and maintains proper safety procedures.

### FDOT District One ITS Device Management – Tampa, FL

ITS Technician I – Mr. Oglesby installs and maintains equipment in District One. He is slated to work on the District One ITSFM field collection crew. His primary task will be to locate and map out conduit and fiber subsystems for our ITS infrastructure. Mr. Oglesby will also be cross trained in other disciplines relating to the field collection crew including GPS & survey using Trimble's Data Collector as well as filling out corresponding attribute forms for all equipment, devices, cabinets, power and conduit on each roadway in District One. Mr. Oglesby is shadowing several TransCore Field Technicians in the field to learn different aspects of the work performed in the field. He will become familiar with locating activities and fiber route marker installation as well.

**PREVIOUS EXPERIENCE**

### Flagger/Laborer

Mr. Oglesby was responsible for several tasks while employed with both Traffic Control Products of Florida and AWP (Area Wide Protective). He oversaw post mounting, permanent signs, FDOT certified work zones, driving company truck, and building frame signs. He ensured that the proper safety precautions were being taken. He was responsible for ensuring that technicians were not getting hurt when working in various locations.

### Shift Manager

Mr. Oglesby was a shift manager employed with Pilot Flying J. He was responsible for cash handling via POS Systems. He trained new employees on safety procedures for food and employees. He also helped with inventory so that the store was properly stocked for all shifts. He handled up to $10,000 of daily cash on nightly shifts and ensured the deposits were accurate and on time.

**Education:**
Diploma-
North Fort Myers High School

**Years of Experience:** 2

**Key Previous Experience:**

- ✓ Teamwork and labor-intensive skills with attention to detail
- ✓ Extremely reliable and safety conscious
- ✓ Microsoft Proficient
- ✓ Strong Leadership Skills
- ✓ Manages time wisely
- ✓ Excellent Communications

**Skills and Certifications:**

- ✓ Certifications in Computer repair and networking
- ✓ Network Fixes
- ✓ Equipment Installer
- ✓ Troubleshooting
- ✓ Software
- ✓ Computer Repair Tech
- ✓ Intermediate MOT certification

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TRANSCORE

# MERRILL H. SCOTT
## ENGINEER II/ITS SPECIALIST II

Mr. Merrill Scott is an Electrical Engineer with experience in the design of Intelligent Transportation Systems (ITS), fiber optic networks, power engineering and design, as well as the installation, integration, and testing of traffic management system components.

**FDOT District One I-4 Fog/Low Visibility Detection System Design/Build – Polk County, FL**
TransCore is providing turnkey design-build services for a fog/low visibility fog detection system across 17 miles of I-4. The intelligent transportation system infrastructure on this project includes the replacement of 4 DMS, 12 thermal CCTV, and the installation of 11 RWIS units, and 58 flashing beacons. All integration and programming of the SunGuide software system and device response plan configuration for this effort is included.

**2016-present; The Infra-Red Traffic Logger (TIRTL) Investigation and Testing; Salt Lake County, UT -** UDOT recently selected TransCore for the investigation of a high-accuracy traffic detection and vehicle classification unit, which uses an array of infra-red lasers from units on both sides of the road, which transmit approximately 2-4 inches above the roadway surface. Mr. Scott was selected to lead the investigation and design of optimal locations for UDOT for an extended testing period. Mr. Scott's research involved evaluation of I-15's unique roadway crowning, the overcoming of snow accumulation on the road, and mitigating weed control to ensure the line of sight between the two units, four inches off the ground, is only impeded by passing traffic. Mr. Scott eventually developed a test plan on I-15 which is currently deployed and being measured against nearby comparative radar detection data to evaluate accuracy and feasibility of this unit on Utah freeways.

**2014-present; Arriyadh Development Authority - Adaptive Traffic Control System, Riyadh, Saudi Arabia;** Mr. Scott has taken the role as the field design lead for the largest design and construction project in his career. Mr. Scott has made several extended work trips to from Saudi Arabia, collecting field data and offering engineering design preference based on field judgment, in addition to helping establish a local office in Riyadh. Mr. Scott has directed design crews for data collection and field design for over 100 traffic signal intersections in Riyadh and will continue to provide remote assistance from the United States for a total of 350 traffic signal intersections by project completion. Design for this project includes replacement of all signal cabinets and foundations, signal poles and foundations, and signal and pedestrian heads, and damaged conduits and junction boxes while avoiding conflict with existing equipment and infrastructure. Mr. Scott will has also provided signal phasing design, signing, striping, installation of video detection units for stop bar detection and advance queue detection, and integrating the equipment to TransCore's proprietary traffic management software (TransSuite) at the traffic operations center.

**Education:**
University of Utah, BS, Electrical Engineering, 2007

**Years of Experience:** 11

**Professional Affiliations:**
- ✓ Institute of Electrical and Electronic Engineers (IEEE)
- ✓ Institute of Transportation Engineers (ITE)

**Certifications:**
- ✓ International Municipal Signal Association (IMSA) - Level I
- ✓ Certification Advanced MOT Training

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**2012-2016; US-36 Active Traffic Management Deployment, Boulder/Jefferson/Adams/ Denver Counties, CO (Phases 1 and 2);** Mr. Scott played a critical role in researching cutting-edge technology for a Managed Lanes concept for first-time deployment in Colorado. Only two other states (Washington, Wisconsin) have deployed such traffic management methods into their freeway systems to date. This method of traffic management requires precise speed/volume detection device placement which then must be integrated into custom software. This software then relays a command to signs placed over each lane at approximately a ½ mile frequency. Mr. Scott also spearheaded the research of the high-bandwidth fiber optic transportation method for this project known as CWDM (Coarse Wavelength Division Multiplexing). Such technology allows the ability to multiplex multiple channels of data using varying wavelengths of light all on the same strand of fiber optic glass. This concept is typically only used by commercial ISPs (Internet Service Providers), but Mr. Scott was able to produce a practical high bandwidth network concept with maximum fault tolerance as required by CDOT on this project. The fiber optic network also provides two physical redundancies as well as a collapsed ring redundancy. In all the fiber optic network spans 3 counties for a running line of 25 miles containing backbone for CDOT, Regional Transportation District, Boulder Valley School District, and the Jefferson County Emergency Authority. Mr. Scott also designed the conversion of an existing garage storage facility to a multi-agency fiber optic hub, including a 3-phase power design and HVAC system, in accordance to the NEC and ASHRAE. In addition to the fiber optic design, Mr. Scott also designed 7 toll plazas, 59 electronic message signs (both full scale highway VMS and tolling), 45 sign structures, 150 lane use signals (LUS), and 80+ other ITS devices including CCTVs, radar detection, weather stations, and RFID antennas for toll tag tracking. Mr. Scott has provided extensive post-design support as the project has come to a close.

**2011-2013; I-80 ITS Expansion, Washoe County (Reno), NV;** Mr. Scott took part as ATMS design lead for the first-time deployment of ATMS in the Reno/Sparks area. Mr. Scott coordinated device placement, ramp metering, traffic signal integration, and a new fiber optic infrastructure throughout a 10+ mile stretch with three separate agencies. Due to the condensed size of the I-80 right of way through Reno/Sparks, Mr. Scott prepared documents required for permits with cities, universities, commercial businesses, and the FAA in support of his device placement. For unique maintenance situations, Mr. Scott developed traffic control plans required by the City of Sparks to utilize their frontage roads for device maintenance. Also, Mr. Scott provided review support for all signal design on the corridor. Upon construction completion, Mr. Scott provided unique electrical schematics for all traffic signal cabinets, since they were wired and assembled in house. Such information included all networking information pertinent to each device, loop configuration details, plans for power source locations and equipment loads, and interconnectivity of all ATMS equipment within the cabinet.

**2010-2013; I-15 Corridor Expansion (CORE), Utah County, UT;** Mr. Scott was an ATMS design lead for the largest ATMS project in the State of Utah. Mr. Scott was a key designer in the winning proposal and continued to be a primary designer for the CORE design team. His design included ramp metering, fiber distribution to 5 hub buildings, existing fiber optic utility management and coordination with four existing clients, power design with five different electric companies, and strategic placement of all ATMS elements in compliance with AASHTO and UDOT standards. Mr. Scott also assisted construction after design, including creative adaptations of ATMS equipment to keep them within performance specifications. In all, Mr. Scott was able to design fiber and power to over 100 ATMS/Traffic devices in Utah county, provided quality control and design support for over 30 traffic signals, in addition to designing toll zones for over 25 miles of urban freeway with full ATMS build-out.

**2009-2010; I-15 High Occupancy/Toll (HOT) Lanes Project, Utah/Salt Lake/Davis Counties, UT;** Mr. Scott played a key role in the field data acquisition for the I-15 HOT Lanes project. He obtained extensive data for lane placement, existing barrier, and electrical/communications elements needed for over 40 tolling sites. He used this knowledge to design barrier site plans and equipment layouts for each site making him an integral role in the design of this project.

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**2007-2008; ATMS Design Provo Canyon; Utah/Wasatch County, UT;** Mr. Scott took part as a design engineer for placement of fiber optic as well as power conduit through an 18 mile stretch of very complicated terrain through Provo Canyon. With no existing surveying data available, Mr. Scott performed all surveying himself, and successfully pieced together right-of-way lines from several different sources. Apart from this, several camera locations and variable message signs were strategically located in his design, which not only had to meet AASHTO requirements, but also accommodate strict environmental limitations.

**2007-2008; IP Upgrade - Salt Lake County;** Mr. Scott has been involved with the design of several projects to extend the ATMS fiber network with UDOT. His technical background and education was immediately used for the design, installation, testing, and integration of ITS devices. Mr. Scott assisted in the transition of UDOT's existing serial network to IP by creating adaptive cables from DB9 serial connectors to 8-pin RJ-45 connectors, changing their protocol via a serial to Ethernet/IP converter, and installing them onto new IP fiber optic switches from the old serial fiber optic transceivers. He then updated their channel configurations back at the fiber optic hub buildings. This type of labor was performed at hundreds of ATMS and traffic signal cabinets.

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TRANSCORE

# JERIMIAH TUCKER
## TECHNICIAN II

Mr. Tucker is based out of the TransCore Ft. Myers Office as a maintenance technician. As such, he is responsible for preventative maintenance activities such as service testing, cleaning equipment, inventory, lubrication, and verification of integrity and functionality of system components. Mr. Tucker also trained to identify FDOT ITS facilities both fiber and electric. FDOT facilities are monitored thru the Sunshine One Call management system. He works closely with subcontractors to identify conflicts within the ITS devices and construction projects. Mr. Tucker uses locating subsurface equipment to mark the path of potential hazards. During this process all facilities are marked with associated color marking and recorded in Sunshine One Call System.

### FDOT District One ITS Device Management

ITS Technician I – Mr. Tucker is responsible for locating fiber and other equipment for construction crews in various locations. He trains all new employees on locating and how to determine if a locate is needed as it is called in to Sunshine system. He helps with maintaining all the equipment in District One while verifying inventory. He manages site maintenance and assures all safety measures are followed when maintaining equipment. He holds a CDL license and drives the trucks for installs to be completed with cameras and other equipment. He is scheduled to work on the District One ITSFM field collection crew. His primary task will be to locate and map out conduit and fiber subsystems for the ITS infrastructure. Mr. Tucker will also be cross trained in other disciplines relating to the field collection crew including GPS & survey using Trimble's Data Collector as well as filling out corresponding attribute forms for all equipment, devices, cabinets, power and conduit on each roadway in District One. Mr. Tucker will be shadowing several TransCore Field Technicians to learn different aspects of the work performed in the field. He will become familiar with more in-depth troubleshooting of the equipment.

Mr. Tucker has gained knowledge in equipment replacement and troubleshooting skills. He is skillful in installation and repair of IP cameras, UPS, MVDS, and ITS components. He assists with larger equipment usage, has CDL certifications, is trained in the ITSFM database (which includes updating FDOT assets and field equipment. Mr. Tucker trains new employees and technicians to ITS components and traffic management systems.

**Education:**
Diploma-
North Fort Myers High

**Years of Experience:**
3 years as a Foreman
3 years as a Laborer

**Key Previous Experience:**
- ✓ Teamwork and labor intensive skills with attention to detail
- ✓ Extremely reliable and safety conscious
- ✓ Microsoft Proficient
- ✓ Strong Leadership Skills
- ✓ Manages time wisely
- ✓ Excellent Communications

**Skills and Certifications:**
- ✓ Class B CDL
- ✓ Equipment Installer
- ✓ Troubleshooting
- ✓ Software

**PREVIOUS EXPERIENCE**

### City of Cape Coral Utilities

Mr. Tucker was a laborer with many responsibilities. He repaired and installed potable irrigation service lines, potable irrigation and sewer mains as well as fire hydrants and RSG valves. He maintained a Class B CDL to drive a straight truck while hauling a 20-foot trailer and back hoe.

### City of Cape Coral Utilities

Mr. Tucker was a laborer with many responsibilities. He repaired and installed potable irrigation service lines, potable irrigation and sewer mains as well as fire hydrants and RSG valves. He maintained a Class B CDL to drive a straight truck while hauling a 20-foot trailer and back hoe.

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TRANSCORE

# JUSTIN HAIGHT
## ITSFM TECHNICIAN

Mr. Haight is based out of the TransCore Ft. Myers office. He manages site safety as well as safety in the field and ensures all technicians adhere to guidelines while working. He is eager to help complete tasks that are set in the District by working overtime. He has applied the knowledge he learned with previous work experience to learn and excel with TransCore.

### FDOT District One ITS Device Management – Tampa, FL

ITSFM Technician I – Mr. Haight has helped with taking inventory and maintaining the equipment in District One. He is slated to work on the District 1 ITSFM field collection crew. His primary task will be to locate and map out conduit and fiber subsystems for our ITS infrastructure. Mr. Haight will also be cross trained in other disciplines relating to the field collection crew including GPS & survey using Trimble's Data Collector as well as filling out corresponding attribute forms for all equipment, devices, cabinets, power and conduit on each roadway in District 1. Mr. Haight will be shadowing several TransCore Field Technicians in the field to learn different aspects of the work performed in the field. He will become familiar with locating activities and fiber route marker installation as well.

**PREVIOUS EXPERIENCE**

### Acme Barricades

Mr. Haight was a MOT/TTC (Temporary Traffic Control) Specialist responsible for providing Installation and removal of lane and road closures in accordance with FDOT MOT/TTC regulations. He received advanced certification per the state of Florida FDOT to perform TTC/MOT duties. Mr. Haight created safe work zones for construction crews to work within. He oversaw flagging and directing traffic in a safe and efficient flow to minimize traffic congestion and safety hazards. He also helped with post-mounting advanced warning signs for construction zones in accordance with FDOT standards.

### Alorica

Mr. Haight was a technical support agent. He had many roles that included but were not limited to providing outstanding customer service to customers, maintaining an up to date knowledge base of PC and Computer devices, answering incoming customer phone calls, assisting customers with troubleshooting and technical support of their PC or Camera devices. He was responsible for contacting OEM if devices can't be fixed by the authorized procedures. He had to keep detailed documentation of everything that transpired on each customer call including OEM call.

### Sears

Mr. Haight held a position as stock and receiving associate. He maintained great customer service. He oversaw procuring customer merchandise in a timely fashion from stock room, transporting customer merchandise to customer car, loading merchandise in customer vehicle all while maintaining a clean and safe work environment. He had to keep the stock room well organized and be able to take inventory at a moment's notice. He operated pallet jack, ladders, roller stairs, etc.

### Years of Experience:

3 years of technical experience
1 year of MOT/TTC Specialist

### Key Previous Experience:

- ✓ Extremely reliable and safety conscious
- ✓ Microsoft Proficient
- ✓ Strong Leadership Skills
- ✓ Manages time wisely
- ✓ Excellent Communications

### Skills and Certifications:

- ✓ Customer Service Skills
- ✓ Teamwork and labor-intensive skills with attention to detail

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TRANSCORE

# ROY DENSON SR
## ITS TECHNICIAN

Mr. Denson is based in TransCore's Ft. Myers, Florida. He is an ITS Technician well rounded in all aspects of the ITS system. His ability to lead and provide quality work makes him a great addition to the technical team.

**TransCore District One ITS Maintenance**

TransCore- working with technicians on preventative maintenance activities on each equipment DMS , Cameras, Mvds, HAR, RWIS. Installed lowering devices for the replacement to newer technology and IP cameras. he is responsible for preventative maintenance activities such as service testing, cleaning equipment, inventory, lubrication, and verification of integrity and functionality of system components. has experience with the District 1. He has been a key employee with making sure the maintenance on all components have been kept properly. He helps with inventory in the warehouse and in the field to assume that each device is properly documented. He has worked on installing CCTV's in the field along with training the proper procedures in maintenance.

**City of Fort Myers Starts Complex**

Sr. Manager- Managed and Supervised the program for the Stars Complex. Responsible for creating schedules and managing staff communicating goals with employees for each fiscal year. Keeping employees apprised of necessary information and weekly and monthly work. Helping community and working with clients create programs for both after school and summer programs through the City of Fort Myers Stars Program.

**Royal Palm Exceptional School**

Student Affairs Specialist- Worked as a Time Out Room Teacher. Working with students ranging in age of 5 - 21, Pre K through High at an Exceptional School. Inputting referrals and disciplinary actions into the computer mainframe. Making calls to parents and others as needed. Supervising students while in a secure setting once removed from the classroom, provide students with a quality education designed to meet their individual needs and to reach their maximum potential through personalized learning experiences, facilitated by educators and supported by parents and the community.

Education:
High School Diploma

Years of Experience:
8 years mechanical

Key Previous Experience:
D1 ITS Maintenance Contract

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TRANSCORE

# ERIC HARRIS
## TECHNICIAN I

Mr. Harris is based in TransCore's Ft. Myers, Florida office. He is an ITS Technician well rounded in all aspects of the ITS system. He is an organized and knowledgeable technician and a valuable asset to the team.

Education:
High Shcool Diploma

Years of Experience: 2

### FDOT District One ITS Maintenance

Technician I – Mr. Harris started as a preventative maintenance technician for the D1 Maintenance project and is currently serving as an ITS Technician. Some of his major lead accomplishments just to name a few include:

- Preventative Maintenance of all equipment for each site. He ensures that all equipment is cleaned and working properly. He confirms inventory at every site to verify accuracy in MOMs system
- Installations and replacements of CCTV cameras
- FDOT District 1 Installation and Calibration of WavetronixHD detectors to FDOT requirements of MVDS sites with crew of 3 or more persons.
- Dynamic Message Signs (DMS) repair and maintenance

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State of Florida
Department of Transportation
Distri□t One Pro□□rement Offi□e
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# REQUEST FOR PROPOSAL REGISTRATION

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## PLEASE COMPLETE AND RETURN THIS FORM ASAP

**FAX TO (863) 519-2661 OR E-MAIL TO Danielle Rose, d□□p□r□□asin□□ dot□state□fl□□s.**

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**THE REQUEST FOR PROPOSAL DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE. Notice of changes (Addenda), will be posted on the Florida Vendor Bid System at www.myflorida.com , under this RFP number (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", then click on "Search Advertisements", click on the drop-down arrow beside the box under Advertisement Type, select Competitive Solicitation, click on the drop-down arrow beside the box under Agency, select DEPARTMENT OF TRANSPORTATION, then go to the bottom of the same page and click on Advertisement Search. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.**

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# State of Florida
# Department of Transportation




R□□ □□ST FOR PROPOS□L

## District-Wide Intelligent Transportation System (ITS) Maintenance Services District One

## RFP-DOT-18/19-1104DR

## *PRE-PROPOSAL CONFERENCE* MANDATORY: 2-27-2018 @ 1:00PM

**CONTACT FOR QUESTIONS:**

Danielle Rose□Pro□□rement □□ent
D□□p□r□□asin□□ dot□state□fl□□s
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# INTRODUCTION SECTION

## 1) INVITATION

The State of Florida Department of Transportation hereinafter referred to as the Department requests written proposals from qualified Proposers to provide **District-Wide Intelligent Transportation Systems (ITS) Maintenance Services in District One, which includes the counties of Polk, Collier, Lee, Charlotte, Sarasota, Manatee, Okeechobee, Glades, Hardee, Hendry, Highlands, and Desoto**. It is anticipated that the term of the contract will begin on June and the effective Ma

The Department intends to award this contract to the responsive and responsible Proposer whose proposal is determined to be the most advantageous to the Department after the award said Proposer will be referred to as the Vendor. For the purpose of this document the term "Proposer" means the prime vendor acting on its own behalf and those individuals partnerships firms or corporations comprising the Proposer team. The term "proposal" means the complete response of the Proposer to the Request for Proposals RFP including properly completed forms and supporting documentation.

## 2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change notices of changes addenda will be posted on the Florida Vendor Bid System at www.myflorida.com click on SUNSS click on Doing Business with the State under Vendor Information for Vendors and Customers click on Vendor Bid System SUNSS click on Search Advertisements under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.

| ACTION / LOCATION | DATE | LOCAL TIME |
|---|---|---|
| **PRE-PROPOSAL CONFERENCE *MANDATORY . . . . . .** | **2-27-2018** | **1:00 PM** |
| *NOTE: APPENDIXES 1-8 REFERENCED IN SCOPE WILL BE PROVIDED AT THIS MEETING* | | |
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| arto FL | | |
| **DEADLINE FOR TECHNICAL QUESTIONS - . . . . . .** | **3-06-2018** | **2:00 PM** |
| There is no deadline for administrative estions. | | |
| **PROPOSALS DUE, ON OR BEFORE - . . . . . .** | **3-13-2018** | **9:00 AM** |
| Technical and Price Proposal. | | |
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| **PUBLIC OPENING (Technical Proposal) - . . . . . .** | **3-13-2018** | **10:00 AM** |
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| **PUBLIC OPENING / MEETING (Price Proposal) - . . . . .** | **3-27-2018** | **10:00 AM** |
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| arto FL | | |
| **POSTING OF INTENDED AWARD - . . . . . .** | **3-27-2018** | **2:00 PM** |

## 3) AGENDA FOR PUBLIC MEETINGS

### Agenda – Public Opening (Technical Proposals)

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### Agenda – Price Proposal Opening & Intended Award Meeting

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## 4) SPECIAL ACCOMMODATIONS

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## 5) CONTRACT USE

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## 6) COOPERATIVE PURCHASING AND AGGREGATE DISCOUNTS

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# SPECIAL CONDITIONS

## 1) MyFloridaMarketPlace

PROPOSERS MUST BE REGISTERED IN THE STATE OF FLORIDA'S MFLORIDA MARKETPLACE SYSTEM AT THE TIME AND DATE OF THE PUBLIC OPENING OF THE PROPOSAL OPENING OR THE PROPOSAL MAY BE CONSIDERED NONRESPONSIVE (see Special Condition #17). All prospective proposers that are not registered should go to https://vendor.myfloridamarketplace.com to complete online registration or call (866) 352-3776 for assisted registration.

All payments to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 7040 General Contract Condition #17. Vendors should be aware that effective July 1, 2007 through June 30, 2008 the Transaction Fee will be seventenths of one percent (.7%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

## 2) Florida Department of Financial Services (DFS) W-9 REQUIREMENT

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at https://flvendor.myfloridacfo.com to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLVendor@myfloridacfo.com with any questions.

## 3) QUESTIONS & ANSWERS

In accordance with section 287.057(23), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Non-technical questions arising from this Request for Proposal must be forwarded in writing to the procurement agent identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely by proposers will be posted on the Florida Vendor Bid System at www.myfloridamarketplace.com (click on the SUPPLIER SERVICES button, Doing Business with the State, under Advertisements for Vendors and Customers, click on Vendor Bid System, then Search Bid Advertisements) under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting their proposal.

**WRITTEN TECHNICAL QUESTIONS** should be submitted to:
**Danielle Rose, dprocasing@dot.state.fl.us, 801 North Broadway Ave Bartow, FL 33830 &**
**Fax: (863) 519-2661.**

Questions regarding administrative aspects of the proposal process should be directed to the Procurement Agent in writing at the address above or by phone (850) 414-4100.

## 4) ORAL INSTRUCTIONS / CHANGES TO THE REQUEST FOR PROPOSAL (ADDENDA)

No negotiations, decisions or actions will be initiated or executed by a proposer as a result of any oral discussions with a State employee. Only those communications which are in writing from the Department will be considered as a duly authorized expression on behalf of the Department.

Notices of changes (addenda) will be posted on the Florida Vendor Bid System at www.myfloridamarketplace.com (click on the SUPPLIER SERVICES button, Doing Business with the State, under Advertisements for Vendors and Customers, click on

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## 5) DIVERSITY ACHIEVEMENT

## DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

T□e Department□in a□□ordan□e □it□ ***Title VI of the Civil Rights Act of 1964, 42 USC 2000d- 2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21,*** □ondis□rimination in federall□assisted pro□rams of t□e Department of Transportation iss□ed p□rs□ant to s□□□ □□t□□ere□□notifies all □idders t□at t□e Department □ill affirmati□el□ens□re t□at in an□ □ontra□t□a□reement entered into p□rs□ant to t□is ad□ertisement□minorit□and disad□anta□ed □□siness enterprises □ill □e afforded t□e f□ll opport□nit□to s□□mit □ids in response to t□is in□itation and □ill not □e dis□riminated on t□e □asis of ra□e□□olor□national ori□in□or se□in □onsideration for an a□ard□

T□e Department en□o□ra□es D□□ firms to □ompete for Department □ontra□t□al ser□i□es pro□e□ts□and also en□o□ra□es non□D□□ and ot□er minorit□ □ontra□tors to □se D□□ firms as s□□□□ontra□tors□ T□e Department□its □ontra□tors□s□ppliers□and □ons□ltants s□all ta□e all ne□essar□and reasona□le steps to ens□re t□at disad□anta□ed □□sinesses □a□e an opport□nit□to □ompete for and perform □ontra□t □or□for t□e Department in a nondis□riminator□ en□ironment□ T□e Department s□all re□□ire its □ontra□tors□s□ppliers□and □ons□ltants to not dis□riminate on t□e □asis of ra□e□□olor□national ori□in□reli□ion□□ender□a□e□or disa□ilit□in t□e a□ard and performan□e of its □ontra□ts□

Federal la□ re□□ires states to maintain a data□ase of all firms t□at are parti□ipatin□ or attemptin□ to parti□ipate in DOT□assisted □ontra□ts□ To assist t□e Department in t□is endea□or□proposers are re□□ested to s□□mit t□e **Bidder's Opportunity List** □it□ t□eir Pri□e Proposal S□eet□ T□e list s□o□ld in□□de □o□rself as □ell as an□ prospe□ti□e s□□□□ontra□tor t□at □o□ □onta□ted or □□o □as □onta□ted □o□ re□ardin□ t□e pro□e□t□

Proposers are re□□ested to indi□ate t□eir intention re□ardin□ D□□ parti□ipation on t□e **Anticipated DBE Participation Statement** and to s□□mit t□at Statement □it□ t□eir Pri□e Proposal S□eet□□fter a□ard of t□e □ontra□t res□lti□ from t□is RFP□t□e a□arded □endor □ill need to □omplete t□e □nti□ipated D□□ Parti□ipation Statement□ online t□ro□□□ t□e □□□al Opport□nit□□omplian□e □O□□s□stem □it□in □□□siness da□s after a□ard of t□e □ontra□t□ T□e lin□ to a□□ess t□e □O□ s□stem is□ttps□□□□□□dot□state□l□□s□□□□alOpport□nit□□omplian□e□T□is □ill assist t□e Department in tra□□in□ and reportin□ planned or estimated D□□ □tili□ation□

D□rin□ t□e □ontra□t period□t□e □endor □ill □e re□□ired to report a□t□al pa□ments to D□□ and M□□ s□□□ontra□tors t□ro□□□ t□e □e□□□ased □O□ s□stem□□ll D□□ pa□ments m□st □e reported □□et□er or not □o□ initiall□planned to □tili□e t□e □ompan□□In order for o□r ra□e ne□tral D□□ Pro□ram to □e s□□□essf□l□□o□r □ooperation is imperati□e□If □o□ □a□e an□ □□estions□please □onta□t □OO□elp□ dot□state□l□□s □

□dditional information a□o□t t□e □O□ s□stem □an □e fo□nd on t□e □□□al Opport□nit□ Offi□e □□OO□□e□site at □ttp□□□□□dot□state□l□□s□e□□alopport□nit□offi□e□eo□s□tm □ □ □elp man□al on □o□ to □se t□e s□stem □ill □e a□aila□le □it□in t□e □O□ appli□ation□If □o□ □a□e an□ □□estions or te□□ni□al iss□es□please □onta□t t□e □OO □elp des□at □OO□elp□ dot□state□l□□s □

To re□□est □ertifi□ation or to lo□ate D□□s□□all t□e Department of Transportation□s □□□al Opport□nit□Offi□e at □□□□□ □□□□□□□□□or a□□ess an appli□ation or listin□of D□□s on t□e Internet at □□□□dot□state□l□□s□e□□alopport□nit□offi□e□□

## 6) SCOPE OF SERVICES

Details of t□e ser□i□es□information and items to □e f□nis□ed □□t□e □endor are des□ri□ed in □□□i□it "□"□S□ope of Ser□i□es□atta□□ed □ereto and made a part □ereof□

## 7) PRICES/DELIVERY

Pri□es s□all □e firm□net□deli□ered pri□es□F□O□□destination□and s□all in□l□de all □□ar□es for pa□□in□□ □andlin□□frei□□t□distri□□tion□and inside deli□er□as □ell as t□e □osts of salaries□o□er□ead□frin□e □enefits□ operatin□ mar□in□and an□fees or administrati□e □osts related to t□e items pro□ided and□or t□e □or□performed□

Deli□er□s□all □e made as a□reed to □□t□e Department□s Pro□e□t Mana□er and t□e □endor and stated in t□e related Tas□□ or□Order □T□ O□iss□ed□T□e □endor□□it□in fi□e □□da□s after re□ei□in□a T□ O□s□all notif□ t□e Pro□e□t Mana□er of an□potential deli□er□dela□s□□iden□e of ina□ilit□or intentional dela□s ma□□e □a□se for □ontra□t □an□ellation and t□e □endor □ein□fo□nd in defa□lt□

## 8) INTENDED AWARD

T□e Department intends to a□ard a □ontra□t to t□e responsi□e and responsi□le □endor □it□t□e □i□□est □□m□lati□e total points for t□e e□al□ation □riteria spe□ified □erein □See Se□tion □□□Proposal □□al□ation□□T□e Intended □□ard de□ision □ill □e anno□n□ed after final e□al□ation and totalin□ of s□ores at t□e Pri□e Proposal openin□ spe□ified in t□e Timeline □See Introd□□tion Se□tion □Timeline□□If t□e Department is □onfronted □it□ identi□al pri□in□or s□orin□ from m□ltiple □endors□t□e Department s□all determine t□e order of a□ard in a□□ordan□e □it□ se□tion □□□□□□□□□□□□ Florida Stat□tes□and R□le □□□□□□□□□□Florida □dministrati□e □ode□

## 9) MANDATORY PRE-PROPOSAL CONFERENCE

□ M□□D□TOR□ pre□proposal □onferen□e □ill □e □eld at t□e date□time and lo□ation in t□e Timeline□T□e p□rpose of t□is meetin□ is to pro□ide an open for□m for t□e Department to re□ie□ t□e S□ope of Ser□i□es and respond to □□estions from potential proposers re□ardin□t□e s□ope of ser□i□es□RFP re□□irements□□ontra□t□al re□□irements□ met□od of □ompensation□and ot□er □onditions or re□□irements t□at ma□□in an□manner□effe□t t□e □or□to □e performed□□n□□an□es and□or res□ltin□ □ddenda to t□e RFP □ill □e t□e sole prero□ati□e of t□e Department□

**Attendance at this pre-proposal conference is MANDATORY**□Fail□re □□a proposer to attend or □e represented at t□is pre□proposal □onferen□e □ill □onstit□te a non□responsi□e determination of t□eir proposal pa□□a□e□Proposals fo□nd to □e non□responsi□e □ill not □e □onsidered□

## 10) QUALIFICATIONS

□□□□ □eneral

T□e Department □ill determine □□et□er t□e Proposer is □□alified to perform t□e ser□i□es □ein□ □ontra□ted □ased □pon t□eir proposal demonstratin□ satisfa□tor□e□perien□e and □apa□ilit□in t□e □or□area□ T□e Proposer s□all identif□ne□essar□e□perien□ed personnel and fa□ilities to s□pport t□e a□ti□ities asso□iated □it□ t□is proposal□

□□□□ □□alifi□ations of □e□Personnel

T□ose indi□id□als □□o □ill □e dire□tl□in□ol□ed in t□e pro□e□t s□o□ld □a□e demonstrated e□perien□e in t□e areas delineated in t□e s□ope of □or□□Indi□id□als □□ose □□alifi□ations are presented □ill □e □ommitted to t□e pro□e□t for its d□ration □nless ot□er□ise e□□epted □□t□e Department□s Pro□e□t Mana□er□□ □ere State of Florida re□istration or □ertifi□ation is deemed appropriate□a □op□of t□e re□istration or □ertifi□ate s□o□ld □e in□□ded in t□e proposal pa□□a□e□

□□□□ □□t□ori□ed To Do □□siness in t□e State of Florida

In a□□ordan□e □it□ se□tions □□□□□□□□□□□□

DocuSign Envelope ID: 107D129A-2CAE-46BE-AC0D-B5DB7B52DD60

Talla□assee□Florida □□□□□
□□□□□□□□□□□□□

□□□□ Li□ensed to □ond□□t □□siness in t□e State of Florida

If t□e □□siness □ein□ pro□ided re□□ires t□at indi□id□als □e li□ensed □□t□e Department of □□siness and Professional Re□□lation□s□□□ li□enses s□o□ld □e o□tained □□t□e proposal d□e date and time□□□t in an□ □ase□ m□st □e o□tained prior to postin□ of t□e intended a□ard of t□e □ontra□t□ For li□ensin□□□onta□t□

Florida Department of □□siness and Professional Re□□lation
Talla□assee□Florida □□□□□□□□□
□□□□□□□□□□□□□

## 11) LIABILITY INSURANCE

T□e □endor s□all not □ommen□e an□ □or□ □ntil t□e□ □a□e o□tained t□e follo□in□ t□pes of ins□ran□e□and □ertifi□ates of s□□□ ins□ran□e □a□e □een re□ei□ed □□t□e Department□ □or s□all t□e □endor allo□ an□ s□□□ontra□tor to □ommen□e □or□on t□is pro□e□t □ntil all similar ins□ran□e re□□ired of t□e s□□□ontra□tor □as □een so o□tained□ T□e □endor s□all s□□mit t□e re□□ired □ertifi□ates of Ins□ran□e to t□e **Florida Department of Transportation, Procurement Office, Danielle Rose, 801 North Broadway Ave, MS. 1-31, Bartow, FL 33830** □it□in ten □□□□da□s after t□e endin□ date of t□e period for postin□ t□e intended a□ard de□ision**.**

□ □ □o □eneral lia□ilit□ ins□ran□e is re□□ired□

□□ T□e □endor m□st □arr□and □eep in for□e d□rin□ t□e period of t□is □ontra□t a □eneral lia□ilit□ins□ran□e poli□□or poli□ies □it□ a □ompan□a□t□ori□ed to do □□siness in t□e state of Florida□affordin□ p□□li□lia□ilit□ ins□ran□e □it□ □om□ined □odil□in□r□limits of at least □ □□□□□□□□□.00 minim□m□per person and □ □□□□□□□□□.00 minim□m□ea□□ o□□□rren□e□and propert□dama□e ins□ran□e of at least □ □□□□□□□□□.00 minim□m□ea□□ o□□□rren□e□for t□e ser□i□es to □e rendered in a□□ordan□e □it□ t□is □ontra□t□

□ □ T□e □endor m□st □a□e and maintain d□rin□ t□e period of t□is □ontra□t□a professional lia□ilit□ ins□ran□e poli□□or poli□ies or an irre□o□a□le letter of □redit esta□lis□ed p□rs□ant to □□apter □□□□Florida Stat□tes□and Se□tion □□□□□□□Florida Stat□tes□□it□ a □ompan□a□t□ori□ed to do □□siness in t□e state of Florida□affordin□ professional lia□ilit□ □o□era□e for t□e professional ser□i□es to □e rendered in a□□ordan□e □it□ t□is □ontra□t in t□e amo□nt of at least □_____□T□e □endor s□all maintain professional lia□ilit□ □o□era□e for a minim□m of t□ree □ears after □ompletion of t□e ser□i□es rendered □nder t□is □ontra□t□

□ it□ respe□t to an□ □eneral lia□ilit□ins□ran□e poli□□re□□ired p□rs□ant to t□is □□reement□all s□□□ poli□ies s□all □e iss□ed □□ □ompanies li□ensed to do □□siness in t□e State of Florida□ T□e □endor s□all pro□ide to t□e Department □ertifi□ates s□o□in□ t□e re□□ired □o□era□e to □e in effe□t □it□ endorsements s□o□in□ t□e Department to □e an additional ins□red prior to □ommen□in□ an□ □or□ □nder t□is □ontra□t□ T□e □ertifi□ates and poli□ies s□all pro□ide t□at in t□e e□ent of an□ material □□an□e in or □an□ellation of t□e poli□ies refle□tin□ t□e re□□ired □o□era□e□t□irt□da□s ad□an□e noti□e s□all □e □i□en to t□e Department or as pro□ided in a□□ordan□e □it□ Florida la□□

T□e Department s□all □e e□empt from□and in no □a□lia□le for□an□s□ms of mone□ □□i□□ ma□ represent a ded□□ti□le in an□ins□ran□e poli□□□ T□e pa□ment of s□□□ ded□□ti□le s□all □e t□e sole responsi□ilit□ of t□e □endor or s□□□ontra□tor pro□idin□ s□□□ ins□ran□e□ Poli□ies t□at in□□de Self Ins□red Retention □SIR□□ill not □e a□□epted□

## 12) PERFORMANCE BOND

□□ □ □ Performan□e □ond is not re□□ired for t□is pro□e□t□

□□T□e intended a□ard proposer s□all pro□ide t□e Department □it□ a Performan□e □ond in t□e amo□nt of

□□□□□□□ or □□e f□ll amo□nt of t□e proposal□□□□oose one or t□e ot□er□□ T□e Performan□e □ond s□all □e pro□ided □□a s□ret□ □ompan□a□t□ori□ed to do □□siness in t□e state of Florida□ T□e Performan□e □ond s□all □e e□e□□ted and f□rnis□ed to t□e Department prior to □ontra□t e□e□□tion and no later t□an ten □□□□da□s after t□e endin□ date of t□e period for postin□ t□e intended a□ard de□ision□□nless t□e Department e□tends t□e time period in □ritin□□ **Failure to provide the required Performance Bond (Form 375-040-27) to the Department within the aforementioned timeframe will void the Intended Award's proposal and the Department will proceed in contracting with the next highest responsive proposer.**

**The proposer must submit, with their Technical Proposal** □a □□rrent letter from a s□ret□ □ompan□or □ondin□ a□ent a□t□ori□ed to do □□siness in t□e state of Florida and □ritten on □ompan□ letter□ead□to do□□ment t□e proposer□s present a□ilit□ to o□tain a Performan□e □ond in t□e amo□nt of □□□□□□□□□□□□ or t□e f□ll amo□nt of t□e proposal□□□□oose one or t□e ot□er□□ Fail□re □□t□e proposer to pro□ide t□is letter □it□ its response □ill □onstit□te a non□responsi□e determination for its proposal□ **Proposals found to be non-responsive will not be considered**□

## 13) CONTRACT DOCUMENT - STANDARD WRITTEN AGREEMENT

T□e Department□s □Standard □ ritten □□reement□is atta□□ed □ereto and made a part □ereof□ T□e terms and □onditions □ontained t□erein □ill □e□ome an inte□ral part of t□e □ontra□t res□ltin□ from t□is soli□itation□ In s□□mittin□ a proposal□t□e proposer a□rees to □e le□all□ □o□nd □□t□ese terms and □onditions□

## 14) ASSIGNMENT OF WORK AND METHOD OF COMPENSATION

T□e Department s□all re□□est □endor ser□i□es on an as□needed □asis□ For t□e satisfa□tor□ performan□e of ser□i□es and□or deli□er□ of items a□t□ori□ed□t□e □endor s□all □e paid as des□ri□ed in t□e atta□□ed □□□i□it □□□□ Met□od of □ompensation□

## 15) REVIEW OF PROPOSER'S FACILITIES & QUALIFICATIONS

□fter t□e proposal d□e date and prior to □ontra□t e□e□□tion□t□e Department reser□es t□e ri□□t to perform or □a□e performed an on□site re□ie□ of t□e Proposer□s fa□ilities and □□alifi□ations□ T□is re□ie□ □ill ser□e to □erif□ data and representations s□□mitted □□t□e Proposer and ma□□e □sed to determine □□et□er t□e Proposer □as an ade□□ate□ □□alified□and e□perien□ed staff□and □an pro□ide o□erall mana□ement fa□ilities□ T□e re□ie□ ma□also ser□e to □erif□ □□et□er t□e Proposer □as finan□ial □apa□ilit□ ade□□ate to meet t□e □ontra□t re□□irements□

S□o□ld t□e Department determine t□at t□e proposal □as material misrepresentations or t□at t□e si□e or nat□re of t□e Proposer□s fa□ilities or t□e n□m□er of e□perien□ed personnel in□l□din□ te□□ni□al staff□are not ade□□ate to ens□re satisfa□tor□ □ontra□t performan□e□t□e Department □as t□e ri□□t to re□e□t t□e proposal□

## 16) PROTEST OF REQUEST FOR PROPOSAL SPECIFICATIONS

□n□person □□o is ad□ersel□affe□ted □□t□e □ontents of t□is Re□□est for Proposal m□st file t□e follo□in□ □it□ t□e Department of Transportation□□ler□of □□en□□Pro□eedin□s□Offi□e of t□e □eneral □o□nsel□□□□ S□□annee Street□ Mail Station □□□ Talla□assee□Florida □□□□□□□□□□

□□ □ □ritten noti□e of protest □it□in se□ent□t□o □□□□□o□rs after t□e postin□ of t□e soli□itation□□t□e noti□e of protest ma□□e Fa□ed to □□□□□□□□□□□□□□□ and

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## 17) UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any contractor is considered a violation of Section 274e of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

## 18) SCRUTINIZED COMPANIES LISTS

RFP responses of $1 million or more must include a completed Vendor Certification Regarding Scrutinized Companies Lists to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

Section 287.135, Florida Statutes, requires that at the time a vendor submits a bid or proposal for a contract for goods or services of $1 million or greater, the vendor must certify that the company is not on Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

For contracts $1 million and greater, if the Department determines the vendor submitted a false certification under Section 287.135, Florida Statutes, or if the vendor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the contract after it has given the vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135, Florida Statutes, or maintain the contract if the conditions of Section 287.135, Florida Statutes, are met.

## 19) RESERVATIONS

The Department reserves the right to accept or reject any/or all proposals received and reserves the right to make an award without further discussion of the proposals submitted. Therefore, the proposals should be submitted initially in the most favorable manner. It is understood that the proposal will become a part of the Department's official file without obligation to the Department.

## 20) ADDITIONAL TERMS & CONDITIONS

No conditions may be applied to any aspect of the RFP by the proposer. Any conditions placed on any aspect of the proposal documents by the proposer may result in the proposal being rejected as a conditional proposal (see "RESPONSIVENESS OF PROPOSALS" below). **DO NOT WRITE IN CHANGES ON ANY RFP SHEET.** The only recognized changes to the RFP prior to proposal opening will be a written addenda issued by the Department.

## 21) RESPONSIVENESS OF PROPOSALS

### Responsiveness of Proposals

Proposals will not be considered if not received by the Department **on or before** the date and time specified as the due date for submission. All proposals must be typed or printed in ink. A responsive proposal is an offer to perform the scope of services called for in this Request for Proposal in accordance with all requirements of this Request for Proposal and receiving 70 percent or more on the Technical Proposal. Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A proposal may be found to be irregular or non-responsive for reasons that include, but are not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, and improper and/or undated signatures.

### Multiple Proposals

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Proposals ma□ □e re□e□ted if more t□an one proposal is re□ei□ed from a Proposer□ S□□□ d□pli□ate interest ma□ □a□se t□e re□e□tion of all proposals in □ □i□□ s□□□ Proposer □as parti□ipated□S□□□ontra□tors ma□appear in more t□an one proposal□

□□□□ Ot□er □onditions

Ot□er □onditions □ □i□□ ma□□a□se re□e□tion of proposals in□l□de□□t are not limited to□e□iden□e of □oll□sion amon□ Proposers□o□□io□s la□□ of e□perien□e or e□pertise to perform t□e re□□ired □or□□fail□re to perform or meet finan□ial o□li□ations on pre□io□s □ontra□ts□or in t□e e□ent an indi□id□al□firm□partners□ip□or □orporation is on t□e □eneral Ser□i□es □dministration □□□l□ded Parties List□Proposers □□ose proposals□past performan□e□or □□rrent stat□s do not refle□t t□e □apa□ilit□□inte□rit□□or relia□ilit□to f□ll□and in □ood fait□ perform t□e re□□irements of t□e □ontra□t ma□□e re□e□ted as non□responsi□le□ T□e Department reser□es t□e ri□□t to determine □□i□□ proposals meet t□e re□□irements of t□is soli□itation□and □□i□□ Proposers are responsi□e and responsi□le□

## 22) PROPOSAL FORMAT INSTRUCTIONS

□□□□ □eneral Information

T□is se□tion □ontains instr□□tions t□at des□ri□e t□e re□□ired format for t□e proposal□ □ll proposals s□□mitted s□all □ontain t□o parts and □e mar□ed as follo□s□

P□RT I T□□□□ I□□L PROPOS□L □□M□□R RFP□DOT□□□□□□□□□□□DR
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□□□□ Te□□ni□al Proposal □Part I□ □□□ □opies and □□□□D
□Do not in□l□de pri□e information in Part I□

T□e Proposer m□st s□□mit one □□□ ori□inal and **(3)** □opies □ □□□□D of t□e te□□ni□al proposal □□i□□ are to □e di□ided into t□e se□tions des□ri□ed □elo□□Sin□e t□e Department □ill e□pe□t all te□□ni□al proposals to □e in t□is format□fail□re of t□e Proposer to follo□ t□is o□tline ma□ res□lt in t□e re□e□tion of t□e proposal□ T□e te□□ni□al proposal m□st □e s□□mitted in a separate sealed pa□□a□e mar□ed "T□□□□ I□□L PROPOS□L □□M□□R RFP□DOT□□□□□□□□□□□DR "□

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T□e Proposer s□all pro□ide an □□e□□ti□e S□mmar□to □e □ritten in nonte□□ni□al lan□□a□e to s□mmari□e t□e Proposer□s o□erall □apa□ilities and approa□□es for a□□omplis□in□ t□e ser□i□es spe□ified □erein□ T□e Proposer is en□o□ra□ed to limit t□e s□mmar□to no more t□an ten □□□□pa□es□

□□ PROPOS□R□S M□□□□□M□□T PL□□

T□e Proposer s□all pro□ide a mana□ement plan □□i□□ des□ri□es administration□mana□ement and □e□ personnel□

a□ □dministration and Mana□ement
T□e Proposer s□o□ld in□l□de a des□ription of t□e or□ani□ational str□□t□re and mana□ement st□le esta□lis□ed and t□e met□odolo□□to □e □sed to □ontrol □osts□ser□i□es relia□ilit□and to maintain s□□ed□les□ as □ell as t□e means of □oordination and □omm□ni□ation □et□een t□e or□ani□ation and t□e Department□

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□□ Identifi□ation of □e□Personnel
T□e Proposer s□o□ld pro□ide t□e names of □e□personnel on t□e Proposer's team□as □ell as a res□me for ea□□ indi□id□al proposed and a des□ription of t□e f□n□tions and responsi□ilities of ea□□ □e□person relati□e to t□e tas□to □e performed□ T□e appro□imate per□ent of time to □e de□oted e□□l□si□el□for t□is pro□e□t and to t□e assi□ned tas□s s□o□ld also □e indi□ated□

□□ PROPOS□R'S T□□□□I□□L PL□□

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a□ Te□□ni□al □pproa□□
T□e Proposer s□o□ld e□plain t□e approa□□□□apa□ilities□and means to □e □sed in a□□omplis□in□t□e tas□s in t□e S□ope of Ser□i□es□and □□ere si□nifi□ant de□elopment diffi□□lties ma□□e anti□ipated and resol□ed□ □n□spe□ifi□te□□ni□□es to □e □sed s□o□ld also □e addressed□

□□ Fa□ilit□□apa□ilities
T□e Proposer s□o□ld pro□ide a des□ription and lo□ation of t□e Proposer's fa□ilities as t□e□□□rrentl□e□ist and as t□e□□ill □e emplo□ed for t□e p□rpose of t□is □or□□

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T□e Proposer s□o□ld pro□ide a s□mmar□□□it□des□ription□date□and lo□ation of t□e prior rele□ant e□perien□e t□e□□a□e a□□□ired in pro□idin□□performin□t□is □or□□

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T□e Proposer s□all pro□ide a □ or□Plan □□i□□ sets fort□ on an a□era□e t□e estimated staff□□o□rs for ea□□ s□ill □lassifi□ation t□at □ill □e □tili□ed to perform t□e □or□re□□ired□

□□□□ Pri□e Proposal □Part II□ □□□ □op□

T□e pri□e proposal information is to □e s□□mitted in a separate sealed pa□□a□e mar□ed "PRI□□ PROPOS□L □□M□□R RFP□DOT□□□□□□□□□□□□DR "□ T□e Pri□e Proposal information s□all □e s□□mitted on t□e forms pro□ided in t□e Re□□est for Proposal□

□□□□ Presentin□ t□e Proposal

T□e proposal s□all □e limited to a pa□e si□e of ei□□t and one□□alf □□ ele□en in□□es □□□" □ □□"□□ Foldo□t pa□es ma□□e □sed□□ □ere appropriate□□□t s□o□ld not e□□eed fi□e □□□per□ent of t□e total n□m□er of pa□es □omprisin□ t□e proposal□ T□pe si□e s□all not □e less t□an □□ point font□ T□e proposals s□o□ld □e inde□ed and all pa□es se□□entiall□n□m□ered□ □indin□s and □o□ers □ill □e at t□e Proposer's dis□retion□

□nne□essaril□ ela□orate spe□ial □ro□□□res□art □or□□e□pensi□e paper and e□pensi□e □is□al and ot□er presentation aids are neit□er ne□essar□nor desired□

It is re□o□ni□ed t□at e□istin□ finan□ial reports□do□□ments□or □ro□□□res□s□□□ as t□ose t□at delineate t□e Proposer's □eneral □apa□ilities and e□perien□e□ma□not □ompl□□it□t□e pres□ri□ed format□It is not t□e intent to □a□e t□ese do□□ments reformatted and t□e□□ill □e a□□epta□le in t□eir e□istin□ form□

**23) "DRUG-FREE WORK PLACE" PREFERENCE**

□ □ene□er t□o or more □ids □□i□□ are e□□al □it□ respe□t to pri□e□□□alit□and ser□i□e are re□ei□ed□t□e Department s□all determine t□e order of a□ard in a□□ordan□e □it□ se□tion □□□□□□□□□□□Florida Stat□tes□and R□le □□□□□□□□□ Florida □dministrati□e □ode□□□i□□ in□□des a preferen□e for □id responses t□at □ertif□ t□e □□siness □as

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implemented a dr□□free □or□pla□e pro□ram in a□□ordan□e □it□Se□tion □□□□□□□□F□S□T□e □Dr□□□Free □ or□pla□e Pro□ram □ertifi□ation□m□st □e □ompleted and s□□mitted □it□ t□e □id response to □e eli□i□le for t□is preferen□e□

**24) COPYRIGHTED MATERIAL**

□op□ri□□ted material □ill □e a□□epted as part of a te□□ni□al proposal onl□if a□□ompanied □□a □ai□er t□at □ill allo□ t□e Department to ma□e paper and ele□troni□ □opies ne□essar□for t□e □se of Department staff and a□ents□It is noted t□at □op□ri□□ted material is not e□empt from t□e P□□li□ Re□ords La□□□□apter □□□□Florida Stat□tes□ T□erefore□s□□□material □ill □e s□□□e□t to □ie□in□ □□t□e p□□li□□□□t □opies of t□e material □ill not □e pro□ided to t□e p□□li□□

**25) ATTACHMENT TO RFP SUBMITTAL - CONFIDENTIAL MATERIAL**

T□e Proposer m□st in□□de an□materials it asserts to □e e□empted from p□□li□ dis□los□re □nder □□apter □□□□ Florida Stat□tes□in a separate □o□nd do□□ment la□eled "□tta□□ment to Re□□est for Proposals□□ □m□er RFP□DOT□ □□□□□□□□□□DR □□onfidential Material"□T□e Proposer m□st identif□t□e spe□ifi□Stat□te t□at a□t□ori□es e□emption from t□e P□□li□Re□ords La□□ □n□□laim of □onfidentialit□on materials t□e Proposer asserts to □e e□empt from p□□li□dis□los□re and pla□ed else□□ere in t□e proposal □ill □e □onsidered □ai□ed □□t□e Proposer □pon s□□mission□ effe□ti□e after openin□□

**26) COSTS INCURRED IN RESPONDING**

T□is Re□□est for Proposal does not □ommit t□e Department or an□ot□er p□□li□a□en□□to pa□an□□osts in□□rred □□ an indi□id□al firm□partners□ip□or □orporation in t□e s□□mission of a proposal or to ma□e ne□essar□st□dies or desi□ns for t□e preparation t□ereof□nor to pro□□re or □ontra□t for an□arti□les or ser□i□es□

**27) MAIL OR DELIVER PROPOSAL TO: (DO NOT FAX)**

**Florida Department of Transportation**
**District One MS. 1-31 ATTN: Danielle Rose**
**801 North Broadway Ave**
**Bartow, FL 33830**
**Phone # (863) 519-2212**

It is t□e proposer□s responsi□ilit□to ass□re t□at t□e proposal □Te□ni□al and Pri□e proposal□is deli□ered to t□e proper pla□e **on or before** t□e Proposal D□e date and time □See Introd□□tion Se□tion □Timeline□□Proposals □□i□□ for an□reason are not so deli□ered □ill not □e □onsidered□

□□s□□mittin□a proposal□t□e Proposer represents t□at it □nderstands and a□□epts t□e terms and □onditions to □e met and t□e □□ara□ter□□□alit□and s□ope of ser□i□es to □e pro□ided□

□ll proposals and asso□iated forms s□all □e si□ned and dated in in□ □□a d□□a□t□ori□ed representati□e of t□e Proposer□

□a□□ Proposer s□all f□ll□a□□□aint itself □it□ t□e □onditions relatin□ to t□e performan□e of t□e ser□i□es □nder t□e □onditions of t□is Re□□est for Proposal□T□is ma□re□□ire an on□site o□ser□ation□

**28) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL**

Proposers ma□modif□s□□mitted proposals at an□time prior to t□e proposal d□e date□Re□□ests for modifi□ation of a s□□mitted proposal s□all □e in □ritin□ and m□st □e si□ned □□ an a□t□ori□ed si□nator□ of t□e proposer□ □pon re□eipt and a□□eptan□e of s□□□ a re□□est□t□e entire proposal □ill □e ret□rned to t□e proposer and not □onsidered □nless res□□mitted □□ t□e d□e date and time□Proposers ma□ also send a □□an□e in a sealed en□elope to □e opened at t□e same time as t□e proposal□T□e RFP n□m□er□d□e date and time s□o□ld appear on t□e en□elope of

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t□e modified proposal□

## 29) PROPOSAL OPENING

□ll proposal openin□s are open to t□e p□□li□□ Te□□ni□al Proposals □ill □e opened □□t□e Department at t□e date□ time and lo□ation in t□e Timeline □See Introd□□tion Se□tion □ Timeline□□ Pri□e Proposals□ □□i□□ □a□e a □orrespondin□ responsi□e Te□□ni□al Proposal□□ill □e opened □□t□e Department at t□e date□time and lo□ation in t□e Timeline □See Introd□□tion Se□tion □ Timeline□□

## 30) PROPOSAL EVALUATION

□□□□ Te□□ni□al Proposal□

□ Te□□ni□al Re□ie□ □ommittee □TR□□□ill □e esta□lis□ed to re□ie□ and e□al□ate ea□□ proposal s□□mitted in response to t□is Re□□est for Proposal □RFP□□ T□e TR□ □ill □e □omprised of at least t□ree persons □it□ □a□□□ro□nd□e□perien□e□and□or professional □redentials in relati□e ser□i□e areas□

T□e Pro□□rement Offi□e □ill distri□□te to ea□□ mem□er of t□e TR□ a □op□of ea□□ te□□ni□al proposal□ T□e TR□ mem□ers □ill independentl□e□al□ate t□e proposals on t□e □riteria and point s□stem esta□lis□ed in t□e se□tion □elo□ entitled "□riteria for □□al□ation" in order to ass□re t□at proposals are □niforml□rated□ D□e to t□e □omple□it□ of □ertain pro□□rements□t□e TR□ mem□ers are a□t□ori□ed to □ons□lt □it□ s□□e□t matter e□perts for t□e p□rpose of □at□erin□ information□if needed□T□e independent e□al□ations □ill □e sent to t□e Pro□□rement Offi□e and a□era□ed for ea□□ □endor□Proposin□ firms m□st attain an a□era□e s□ore of se□ent□ □□□□points or □i□□er on t□e Te□□ni□al Proposal to □e □onsidered responsi□e□S□o□ld a Proposer re□ei□e fe□er t□an se□ent□ □□□□points for t□eir a□era□e Te□□ni□al Proposal s□ore□t□e Pri□e Proposal □ill not □e opened□

D□rin□t□e pro□ess of e□al□ation□t□e Pro□□rement Offi□e □ill □ond□□t e□aminations of proposals for responsi□eness to re□□irements of t□e RFP□ T□ose determined to □e non□responsi□e □ill □e a□tomati□all□re□e□ted□

□□□□ Oral Presentations T□□R□ □R□ □O OR□L PR□S□□T□TIO□S FOR T□IS PRO□□□T□

□□□□ Pri□e Proposal

T□e Proposer s□all □omplete t□e Pri□e Proposal form and s□□mit as part of t□e Pri□e Proposal Pa□□a□e□ □n□ proposal in □□i□□ t□is form is not □sed or in □□i□□ t□e form is improperl□ e□e□□ted ma□ □e □onsidered non□ responsi□e and t□e proposal □ill □e s□□e□t to re□e□tion□ T□e □endor□s □ompleted form s□all □e□ome a part of t□e □ontra□t □pon a□ard of t□e □ontra□t□

T□e Pro□□rement Offi□e □ill open Pri□e Proposals in a□□ordan□e □it□ Se□tion □□□Proposal Openin□s□ T□e Pro□□rement Offi□e and□or t□e Pro□e□t Mana□er□Te□□ni□al Re□ie□ □ommittee □ill re□ie□ and e□al□ate t□e pri□e proposals and prepare a s□mmar□ of its pri□e e□al□ation□ T□e Pro□□rement Offi□e and□or t□e Pro□e□t Mana□er□Te□□ni□al Re□ie□ □ommittee □ill assi□n points □ased on pri□e e□al□ation □riteria identified □erein□

□□□□ □riteria for □□al□ation

Proposals □ill □e e□al□ated and □raded in a□□ordan□e □it□ t□e □riteria detailed □elo□□

a□ Te□□ni□al Proposal □ □□□□ Points□

Te□□ni□al e□al□ation is t□e pro□ess of re□ie□in□ t□e Proposer□s response to e□al□ate t□e e□perien□e□ □□alifi□ations□and □apa□ilities of t□e proposers to pro□ide t□e desired ser□i□es and ass□re a □□alit□prod□□t□

T□e follo□in□ point s□stem is esta□lis□ed for s□orin□ t□e te□□ni□al proposals□

| | Point □al□e |
|---|---|
| □□ **Management, Organization, and Staffing Plan** | □□ |

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□□ **Technical Plan** □□
□□Te□□ni□al □pproa□□ □□□□
□□Fa□ilit□ □apa□ilities □□□□
□□□□ipment □□□□

□□ **Work Plan** □□

□□ Pri□e Proposal □□□□Points

Pri□e e□al□ation is t□e pro□ess of e□aminin□ a prospe□ti□e pri□e □it□o□t e□al□ation of t□e separate □ost elements and proposed profit of t□e potential pro□ider□Pri□e anal□sis is □ond□□ted t□ro□□□ t□e □omparison of pri□e □□otations s□□mitted□

T□e □riteria for pri□e e□al□ation s□all □e □ased □pon t□e follo□in□ form□la□

□Lo□ □rand Total Pri□e **/** Proposer□s □rand Total Pri□e□□Pri□e Points □ Proposer□s □□arded Points

□□T□e Department □ill □se data from pre□io□s a□t□ori□ations iss□ed to de□elop a □□□pot□eti□al Pro□e□t□ □it□ □□antities of spe□ifi□pa□items t□at are t□pi□al of t□e a□t□ori□ations iss□ed for t□e t□pe of □or□ □ein□ soli□ited□ontra□ted in t□is RFP□ T□is □□□pot□eti□al Pro□e□t□□ill □e prepared prior to openin□ of t□e te□□ni□al proposals and □ill □e made a□aila□le at t□e p□□li□ openin□□□T□e □nit pri□es s□□mitted for t□e responsi□e proposals a□□ie□in□ t□e minim□m te□□ni□al s□ore stated in se□tion □□□□□a□o□e□□ill □e □sed for t□e items spe□ified in t□e □□□pot□eti□al Pro□e□t□to □enerate a □rand Total Pri□e for ea□□ responsi□e proposal□

□□T□e □riteria for pri□e e□al□ation s□all □e □ased on t□e □rand Total Pri□e for t□e □□□pot□eti□al Pro□e□t□ for ea□□ responsi□e proposal and t□e follo□in□ form□la□

□Lo□ □rand Total Pri□e **/** Proposer□s □rand Total Pri□e□□Pri□e Points □ Proposer□s □□arded Points

## 31) POSTING OF INTENDED DECISION/AWARD

□□□□□ T□e Department□s de□ision □ill □e posted on t□e Florida □endor □id S□stem□at □□□□□m□florida□□om□□□li□□on □□□SI□□SS□□□li□□on □Doin□ □□siness □it□t□e State□□□nder □□□er□t□in□for □endors and □□stomers□□ □li□□on □□endor □id S□stem □□□S□□□on date and time in t□e Timeline□and □ill remain posted for a period of Pro□eedin□s□Offi□e of t□e □eneral □o□nsel□□□□□ S□□annee Street□Mail Station □□□Talla□assee□Florida □□□□□□□□□□□□

□□ □ □ritten noti□e of protest □it□in se□ent□t□o □□□□□o□rs after postin□ of t□e Intended □□ard□t□e noti□e of protest ma□ □e Fa□ed to □□□□□□□□□□□□□□and

□□ □ formal □ritten protest and protest □ond in □omplian□e □it□ Se□tion □□□□□□□□□□Florida Stat□tes□□it□in ten □□□□da□s of t□e date on □□i□□ t□e □ritten noti□e of protest is filed□ □t t□e time of filin□ t□e formal □ritten protest□a □ond □a□as□ier□s □□e□□or mone□order ma□□e a□□epted□pa□a□le to t□e Department m□st also □e s□□mitted in an amo□nt e□□al to one per□ent □□□ □of t□e estimated □ontra□t amo□nt □ased on t□e □ontra□t pri□e s□□mitted □□t□e protestor□

Fail□re to file a protest □it□in t□e time pres□ri□ed in Se□tion □□□□□□□□□Florida Stat□tes□or fail□re to post t□e □ond or ot□er se□□rit□re□□ired □□la□ □it□in t□e time allo□ed for filin□ a □ond s□all □onstit□te a □ai□er of pro□eedin□s □nder □□apter □□□□Florida Stat□tes□

□□□□ □Ina□ilit□ to Post□

If t□e Department is □na□le to post as defined a□o□e□t□e Department □ill notif□ all proposers □□ ele□troni□

notifi□ation on t□e Florida □endor □id S□stem □see spe□ial □ondition □□□□a□o□e□or □□mail□fa□□and□or telep□one□ T□e Department □ill pro□ide notifi□ation of an□f□t□re postin□ in a timel□manner□

□□□□ □Re□□est to □ it□dra□ Proposal□

Re□□ests for □it□dra□al □ill □e □onsidered if re□ei□ed □□t□e Department□in □ritin□□□it□in se□ent□□t□o □□□□ □o□rs after t□e pri□e proposal openin□ time and date□ Re□□ests re□ei□ed in a□□ordan□e □it□ t□is pro□ision □ill □e □ranted □□t□e Department □pon proof of t□e impossi□ilit□ to perform □ased □pon o□□io□s error on t□e part of t□e proposer□

## 32) AWARD OF THE CONTRACT

Ser□i□es □ill □e a□t□ori□ed to □e□in □□en t□e □endor re□ei□es t□e follo□in□ do□□ments□□as appropriate□indi□atin□ t□e en□□m□ran□e of f□nds and a□ard of t□e □ontra□t□

a□ □ Standard □ ritten □□reement do□□ment e□e□□ted □□ □ot□ parties□and a □ritten Tas□ □ or□Order□iss□ed □□ t□e Pro□e□t Mana□er□

## 33) RENEWAL

□pon m□t□al a□reement□t□e Department and t□e □ontra□t □endor ma□rene□ t□e □ontra□t for a period t□at ma□ not e□□eed □ □ears or t□e term of t□e ori□inal □ontra□t□□ i□□e□er is lon□er□ T□e rene□al m□st □e in □ritin□ and si□ned □□ □ot□ parties□and is s□□□e□t to t□e same terms and □onditions set fort□ in t□e initial □ontra□t and an□ □ritten amendments si□ned □□ t□e parties□ □n□ rene□al s□all spe□if□ t□e rene□al pri□e□as set fort□ in t□e soli□itation response e□□ept t□at an a□en□□ma□ne□otiate lo□er pri□in□□Rene□al is □ontin□ent □pon satisfa□tor□ performan□e e□al□ations and s□□□e□t to t□e a□aila□ilit□of f□nds□

## 34) EQUITABLE ADJUSTMENT

□t t□e dis□retion of t□e Department□□ontra□t pri□e ad□□stments ma□□e allo□ed in a□□ordan□e □it□ □eneral □ondition □□e□of Form P□R □□□□□atta□□ed □ereto□ T□e □ontra□t □endor s□all pro□ide □ritten noti□e to t□e Department re□□estin□ a pri□e ad□□stment and □ritten appro□al from t□e Department□s □ontra□t Mana□er is re□□ired prior to □ommen□in□ □it□ t□e pri□e ad□□stment effe□ti□e t□e s□□se□□ent in□oi□e period□ T□e □ontra□t □endor m□st pro□ide do□□mentation to t□e Department to s□pport t□e re□□est for pri□in□ ad□□stments□□ □nit pri□e ad□□stments d□e to f□el □ost in□reases or de□reases s□all □tili□e t□e Federal □o□ernment□s □nn□al □ner□□Re□ie□ to displa□ □□an□es in material □osts□ T□e follo□in□ □e□site □an □e □sed as s□pport for t□e s□□mitted □nit pri□e ad□□stment re□□est□ □ttp□□□tonto□eia□doe□□o□□oo□□info□□d□□□asdiesel□asp□ Information from t□is □e□site □ill onl□ □e □sed as s□pportin□ do□□mentation and m□st a□□ompan□ t□e re□□est for a pri□e ad□□stment□

## 35) ATTACHED FORMS

□□i□it □□□□ S□ope of Ser□i□es
□□i□it □□□□ Met□od of □ompensation
□□i□it □□□□ Contract Pri□e Proposal
Appendixes 1-8 (Will be provided in CD format at Pre-proposal conference)
Dr□□□Free □ or□pla□e Pro□ram □ertifi□ation □Form □□□□□□□□□□□□
M□□ Planned □tili□ation □Form □□□□□□□□□□□□
D□□ Parti□ipation Statement
□id Opport□nit□List
□endor □ertifi□ation Re□ardin□ S□r□tini□ed □ompanies Lists □Form □□□□□□□□□□□□proposals of □□Million or more□
Appendix I - Federal Aid Terms & Conditions (listed as appendix 9 in Exhibit "A")
Appendix II - Information Technology Resources (listed as appendix 10 in Exhibit "A")

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## 36) TERMS AND CONDITIONS

### 36.1 General Contract Conditions (PUR 1000)

The State of Florida's General Contract Conditions are outlined in form PUR 1000 which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference and in terms and conditions set forth in this ITB document take precedence over the PUR 1000 form where applicable.
https://dms.myflorida.com/content/download/117420/1090512/PUR_1000_General_Contract_Conditions.pdf

The following paragraphs do not apply to this Invitation to Bid:
Paragraph 2 Dispute Resolution (PUR 1000)
Paragraph 3 PRIDE (PUR 1000) when federal funds are utilized.

### 36.2 General Instructions to Respondents (PUR 1001)

The State of Florida's General Instructions to Respondents are outlined in form PUR 1001 which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference and in terms and conditions set forth in this ITB document take precedence over the PUR 1001 form where applicable.
https://dms.myflorida.com/content/download/117421/1090515/PUR_1001_General_Instructions_to_Respondents.pdf

The following paragraphs do not apply to this Invitation to Bid:
Paragraph 2 Electronic Submission (PUR 1001)
Paragraph 3 Terms and Conditions (PUR 1001)
Paragraph 4 Questions (PUR 1001)

## 37) ORDER OF PRECEDENCE

All responses are subject to the terms and conditions of this solicitation. In case of conflicts shall take the following order of precedence listed:

Special Conditions
Exhibit "A" – Scope of Services
Exhibit "B" – Method of Compensation
Exhibit "C" – Contract Price Proposal
Appendixes 1-8 (Will be provided in CD format at Pre-proposal conference)
Drug-Free Workplace Program Certification (Form 375-040-18)
MBE Planned Utilization (Form 375-040-24)
DBE Participation Statement
Bid Opportunity List
Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60) (proposals of $1Million or more)
Appendix I - Federal Aid Terms & Conditions ( listed as appendix 9 in Exhibit "A")
Appendix II - Information Technology Resources (listed as appendix 10 in Exhibit "A")
General Conditions (PUR 1000)
Introduction Section

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# RFP CHECKLIST
(DOES NOT NEED TO BE RETURNED WITH YOUR PROPOSAL)

This Checklist is provided as a guideline, only, to assist Proposers in the preparation of their RFP response. Included are some important matters that the proposer should check. This checklist is just a guideline, and is not intended to include all matters required by the RFP. Proposers are responsible to read and comply with the RFP in its entirety.

Check off each the following:

____ 1. The Price Proposal has been completed, as specified, and enclosed in the RFP response.

____ 2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.

____ 3. The "Drug-Free Workplace Program Certification" form has been read, signed, and enclosed in the RFP response, if applicable.

____ 4. "Scrutinized Companies Lists" certification form has been read, signed, and enclosed in the RFP price proposal, if applicable (proposals of $1 million or more).

____ 5. The "Bid Opportunity List" and the "DBE Participation Statement" form has been read, completed, and enclosed in the RFP response, if applicable.

____ 6. The Scope of Services, Exhibit "A", has been thoroughly reviewed for compliance to the RFP requirements.

____ 7. The Technical Proposal (one (1) original and the specified number of copies) has been completed, as specified, and enclosed in the RFP response.

____ 8. A letter from a surety company to document your ability to obtain the required Performance Bond, as per Section 12 of the Special Condition, is included in the Technical Proposal (if applicable).

____ 9. The www.myflorida.com website has been checked and any Addendums posted have been completed, signed, and included in the RFP response.

____ 10. The RFP response must be received, at the location specified, **on or before** the Opening Date and Time designated in the RFP.

____ 11. On the Lower Left Hand Corner of the Envelope transmitting your RFP response, write in the following information:
RFP No.:_____

Title: District-Wide Intelligent Transportation Systems (ITS) Maintenance Services District One

Opening Date & Time: See "TIMELINE" in INTRODUCTION SECTION

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**To: Danielle.Rose@dot.state.fl.us**

# FLORIDA DEPARTMENT OF TRANSPORTATION
# FUNDS APPROVAL

**BE638**

**8/8/2018**

## CONTRACT INFORMATION

| | |
|---|---|
| **Contract:** | BE638 |
| **Contract Type:** | B1 - OTHER CONTRACTUAL SERVICE (OTHER CS) |
| **Method of Procurement:** | B - REQUEST FOR PROPOSAL (287.057,F.S.) |
| **Vendor Name:** | TRANSCORE HOLDINGS, INC. |
| **Vendor ID:** | F943198006007 |
| **Beginning Date of This Agreement:** | 09/01/2018 |
| **Ending Date of This Agreement:** | 08/31/2023 |
| **Contract Total/Budgetary Ceiling:** | ct = $8,955,823.00 |
| **Description:** | District-Wide Intelligent Trabnsportation Systems (ITS) Maintenance Services for District One |

## FUNDS APPROVAL INFORMATION

**FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 8/8/2018**

| Action: | Future Year | Future Year | Future Year | Future Year | Future Year |
|---|---|---|---|---|---|
| Reviewed or Approved: | *REVIEWED | *REVIEWED | *REVIEWED | *REVIEWED | *REVIEWED |
| Organization Code: | 55014060162 | 55014060162 | 55014060162 | 55014060162 | 55014060162 |
| Expansion Option: | A3 | A3 | A3 | A3 | A3 |
| Object Code: | 242059 | 242059 | 242059 | 242059 | 131512 |
| Amount: | $1,400,000.00 | $1,400,000.00 | $1,400,000.00 | $1,200,000.00 | $500,000.00 |
| Financial Project: | 43265217201 | 43265217201 | 43265217201 | 43265217201 | 41971433201 |
| Work Activity (FCT): | 400 | 400 | 400 | 400 | 011 |
| CFDA: | | | | | |
| Fiscal Year: | 2020 | 2021 | 2022 | 2023 | 2020 |
| Budget Entity: | 55150200 | 55150200 | 55150200 | 55150200 | 55150200 |
| Category/Category Year: | 088712/20 | 088712/21 | 088712/22 | 088712/23 | 088849/20 |
| Amendment ID: | A001 | A001 | A001 | A001 | A001 |
| Sequence: | 00 | 01 | 02 | 03 | 04 |
| User Assigned ID: | | | | | |
| Enc Line (6s)/Status: | /04 | /04 | /04 | /04 | /04 |

**To: Danielle.Rose@dot.state.fl.us**

## FUNDS APPROVAL INFORMATION

### FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 8/8/2018

| Action: | Future Year | Future Year | Future Year |
|---|---|---|---|
| Reviewed or Approved: | *REVIEWED | *REVIEWED | *REVIEWED |
| Organization Code: | 55014060162 | 55014060162 | 55014060162 |
| Expansion Option: | A3 | A3 | A3 |
| Object Code: | 131512 | 131512 | 131512 |
| Amount: | $500,000.00 | $500,000.00 | $500,000.00 |
| Financial Project: | 41971433201 | 41971433201 | 41971433201 |
| Work Activity (FCT): | 011 | 011 | 011 |
| CFDA: | | | |
| Fiscal Year: | 2021 | 2022 | 2023 |
| Budget Entity: | 55150200 | 55150200 | 55150200 |
| Category/Category Year: | 088849/21 | 088849/22 | 088849/23 |
| Amendment ID: | A001 | A001 | A001 |
| Sequence: | 05 | 06 | 07 |
| User Assigned ID: | | | |
| Enc Line (6s)/Status: | /04 | /04 | /04 |

**Total Amount: $7,400,000.00**

***Reviewed Funds Approval and encumbrance processing is contingent upon Annual Legislative appropriation.**

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**To: Danielle.Rose@dot.state.fl.us**

# FLORIDA DEPARTMENT OF TRANSPORTATION
# FUNDS APPROVAL

**BE638**

**8/8/2018**

## CONTRACT INFORMATION

| | |
|---|---|
| **Contract:** | BE638 |
| **Contract Type:** | B1 - OTHER CONTRACTUAL SERVICE (OTHER CS) |
| **Method of Procurement:** | B - REQUEST FOR PROPOSAL (287.057,F.S.) |
| **Vendor Name:** | TRANSCORE HOLDINGS, INC. |
| **Vendor ID:** | F943198006007 |
| **Beginning Date of This Agreement:** | 09/01/2018 |
| **Ending Date of This Agreement:** | 08/31/2023 |
| **Contract Total/Budgetary Ceiling:** | ct = $8,955,823.00 |
| **Description:** | District-Wide Intelligent Trabnsportation Systems (ITS) Maintenance Services for District One |

## FUNDS APPROVAL INFORMATION

**FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 8/8/2018**

| | |
|---|---|
| Action: | Original |
| Reviewed or Approved: | APPROVED |
| Organization Code: | 55014060162 |
| Expansion Option: | A3 |
| Object Code: | 242059 |
| Amount: | $1,555,823.00 |
| Financial Project: | 43265217201 |
| Work Activity (FCT): | 400 |
| CFDA: | |
| Fiscal Year: | 2019 |
| Budget Entity: | 55150200 |
| Category/Category Year: | 088712/19 |
| Amendment ID: | O001 |
| Sequence: | 00 |
| User Assigned ID: | |
| Enc Line (6s)/Status: | 0001/04 |

**Total Amount: $1,555,823.00**

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**To: Stephen.Anderson@dot.state.fl.us**

# FLORIDA DEPARTMENT OF TRANSPORTATION
# FUNDS APPROVAL

**BE638**

**8/10/2018**

## CONTRACT INFORMATION

| | |
|---|---|
| **Contract:** | BE638 |
| **Contract Type:** | B1 - OTHER CONTRACTUAL SERVICE (OTHER CS) |
| **Method of Procurement:** | B - REQUEST FOR PROPOSAL (287.057,F.S.) |
| **Vendor Name:** | TRANSCORE HOLDINGS, INC. |
| **Vendor ID:** | F943198006007 |
| **Beginning Date of This Agreement:** | 09/01/2018 |
| **Ending Date of This Agreement:** | 08/31/2023 |
| **Contract Total/Budgetary Ceiling:** | ct = $2,305,823.00 |
| **Description:** | District-Wide Intelligent Trabnsportation Systems (ITS) Maintenance Services for District One |

## FUNDS APPROVAL INFORMATION

**FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 8/10/2018**

| | |
|---|---|
| Action: | Original |
| Reviewed or Approved: | APPROVED |
| Organization Code: | 55014060162 |
| Expansion Option: | A1 |
| Object Code: | 131512 |
| Amount: | $750,000.00 |
| Financial Project: | 41971433201 |
| Work Activity (FCT): | 011 |
| CFDA: | |
| Fiscal Year: | 2019 |
| Budget Entity: | 55100100 |
| Category/Category Year: | 088849/19 |
| Amendment ID: | O001 |
| Sequence: | 01 |
| User Assigned ID: | |
| Enc Line (6s)/Status: | 0002/04 |

**Total Amount: $750,000.00**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Lauren Atkinson | |
|---|---|---|
| Commercial Lines - (404) 923-3700<br>USI Insurance Services National, Inc.<br>3475 Piedmont Road NE, Suite 800<br>Atlanta, GA 30305-2886 | PHONE (A/C, No, Ext): 470.875.0356 | FAX (A/C, No): 877.362.9069 |
| | E-MAIL ADDRESS: lauren.atkinson@usi.com | |

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Westchester Fire Insurance Company | 10030 |
| INSURER B : | Greenwich Insurance Company | 22322 |
| INSURER C : | Commerce & Industry Insurance Company | 19410 |
| INSURER D : | XL Insurance America, Inc. | 24554 |
| INSURER E : | XL Specialty Insurance Company | 37885 |
| INSURER F : | | |

INSURED
Roper Technologies, Inc; A Parent Company
TransCore ITS, LLC
150 4th Ave. N, Ste. 1200
Nashville, TN 37219

**COVERAGES** **CERTIFICATE NUMBER:** 13371510 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>X Contractual Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | | | G71109094 001 | 04/01/2018 | 04/01/2019 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 2,000,000<br>$ 500,000<br>$ 10,000<br>$ 2,000,000<br>$ 5,000,000<br>$ 3,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY<br>X $25,000 Com / X $25,000 Coll | | | RAD943776502 | 04/01/2018 | 04/01/2019 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 2,000,000<br>$<br>$<br>$ |
| C | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ $25,000 | | | 28189488 | 04/01/2018 | 04/01/2019 | EACH OCCURRENCE<br>AGGREGATE | $ 25,000,000<br>$ 25,000,000 |
| D<br>E | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | RWD300109702 (AOS)<br>RWR300109802 (AK,WI) | 04/01/2018<br>04/01/2018 | 04/01/2019<br>04/01/2019 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: FDOT Contract No. BE638; RFP-DOT18-191104DR for "District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One"

Florida Department of Transportation is included as Additional Insured on the General & Auto Liability with respect to liability arising out of the named insured's operations. Waiver of Subrogation is granted as it relates to General and Auto Liability and Workers' Comp regarding work performed by the Named Insured. Umbrella follows form as it relates to additional insureds. The above coverage is primary and non-contributory where required by written contract, subject to policy terms, conditions, and exclusions.

**CERTIFICATE HOLDER**

Florida Department of Transportation
801 N. Broadway Avenue, MS 1-31
Bartow, Florida 33830
Attn: Procurement Office, Danielle Rose

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeanne Brandon

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(This certificate replaces certificate# 13371463 issued on 8/21/2018)

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ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Lauren Atkinson | |
|---|---|---|
| Commercial Lines - (404) 923-3700<br>USI Insurance Services National, Inc.<br>3475 Piedmont Road NE, Suite 800<br>Atlanta, GA 30305-2886 | PHONE (A/C, No, Ext): 470.875.0356 | FAX (A/C, No): 877.362.9069 |
| | E-MAIL ADDRESS: lauren.atkinson@usi.com | |

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Westchester Fire Insurance Company | 10030 |
| INSURER B : | Greenwich Insurance Company | 22322 |
| INSURER C : | Commerce & Industry Insurance Company | 19410 |
| INSURER D : | XL Insurance America, Inc. | 24554 |
| INSURER E : | XL Specialty Insurance Company | 37885 |
| INSURER F : | Illinois National Insurance Company | 23817 |

INSURED
Roper Technologies, Inc; A Parent Company
TransCore ITS, LLC
150 4th Ave. N, Ste. 1200
Nashville, TN 37219

**COVERAGES** **CERTIFICATE NUMBER:** 13371463 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>X Contractual Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | | | G71109094 001 | 04/01/2018 | 04/01/2019 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 2,000,000<br>$ 500,000<br>$ 10,000<br>$ 2,000,000<br>$ 5,000,000<br>$ 3,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY<br>X $25,000 Com / X $25,000 Coll | | | RAD943776502 | 04/01/2018 | 04/01/2019 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 2,000,000<br>$<br>$<br>$ |
| C | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ $25,000 | | | 28189488 | 04/01/2018 | 04/01/2019 | EACH OCCURRENCE<br>AGGREGATE | $ 25,000,000<br>$ 25,000,000 |
| D<br>E | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | RWD300109702 (AOS)<br>RWR300109802 (AK,WI) | 04/01/2018<br>04/01/2018 | 04/01/2019<br>04/01/2019 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| F | Professional Liability | | | 013099524 | 04/01/2018 | 04/01/2019 | $10,000,000 occ/agg | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: FDOT Contract No. BE638/TransCore Job: 2308024

Florida Department of Transportation is included as Additional Insured on the General & Auto Liability with respect to liability arising out of the named insured's operations. Waiver of Subrogation is granted as it relates to General and Auto Liability and Workers' Comp regarding work performed by the Named Insured. Umbrella follows form as it relates to additional insureds. The above coverage is primary and non-contributory where required by written contract, subject to policy terms, conditions, and exclusions.

**CERTIFICATE HOLDER**

Florida Department of Transportation
801 N. Broadway Avenue, MS 1-31
Bartow, Florida 33830
Attn: Procurement Office, Danielle Rose

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeanne Brandon

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(This certificate replaces certificate# 12932948 issued on 4/5/2018)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| Florida Department of Transportation | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICY NUMBER: G71109094 001 Endorsement Number:

**COMMERCIAL GENERAL LIABILITY**
**CG 20 37 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| Florida Department of Transportation | |
| | |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Person Or Organization:** |
|---|
| As required by written contract executed by both parties prior to the date of loss. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** ROPER TECHNOLOGIES, INC.

**Endorsement Effective Date:** April 1, 201□

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Florida Department of Transportation

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective | Policy No. RWD30010970 | Endorsement No.

Insured Roper Technologies, Inc.

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

**WC 00 03 13**
(Ed. 4-84)

**© 1983 National Council on Compensation Insurance.**

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# PROPOSAL TABULATION

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State of Florida
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# REQUEST FOR PROPOSAL REGISTRATION

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## PLEASE COMPLETE AND RETURN THIS FORM ASAP

**FAX TO (863) 519-2661 OR E-MAIL TO Danielle Rose, d□□p□r□□asin□□ dot□state□fl□□s.**

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Potential proposers s□o□ld notif□o□r offi□e □□ret□rnin□t□is Re□istration Form as soon as possi□le after do□nloadin□□ □omplete t□e information □elo□ and fa□ t□is s□eet onl□ to t□e Florida Department of Transportation Pro□□rement Offi□e at □□□□□□□□□□□□□□ or □□ e□mail to Danielle Rose□ d□□p□r□□asin□□ dot□state□fl□□s□

**THE REQUEST FOR PROPOSAL DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE. Notice of changes (Addenda), will be posted on the Florida Vendor Bid System at www.myflorida.com , under this RFP number (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", then click on "Search Advertisements", click on the drop-down arrow beside the box under Advertisement Type, select Competitive Solicitation, click on the drop-down arrow beside the box under Agency, select DEPARTMENT OF TRANSPORTATION, then go to the bottom of the same page and click on Advertisement Search. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.**

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State of Florida
Department of Transportation




DISTRICT ONE

# EXHIBIT "C"
# Contract Price Proposal

## District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One

| | |
|---|---|
| Financial Project Number: | [illegible] |
| Proposal/Contract Number: | RFP-DOT-18/19-[illegible]DR |

# CONTRACT PRICE PROPOSAL

Project Title: District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One
Financial Project Number: _____
Contract Number: TBD

Proposer Name: _____

Proposer Address: _____

FEID Number: _____

Proposer Team Principal Signature: _____

Printed Name and Title: _____

The Department reserves the right to award this contract in whole or in part. The Department does not guarantee any minimums or maximums on this contract agreement.

**By signing above, the Contractor acknowledges they have read and understood the RFP instructions and the complete procurement package and acknowledge that the Per Hour Billing Rate, Lump Sum Limited Amount and Fixed Fee (Unit Total Cost) submitted in this Price Proposal includes the Contractor's staff salaries, overhead, fringe benefits, sub-consultant/contractor costs, allowable expenses and operating margin necessary for the Contractor to perform the described services.**

**TABLE 1**

**HOURLY RATES APPLYING TO ALL SECTIONS OF EXHIBIT "A" EXCEPT 4.1.5**

□□o□rl□rates ma□□e □sed□e□en if □id items □a□e □een esta□lis□ed□at t□e dis□retion of t□e Department□

| Item □ | JOB CLASSIFICATION | UNIT | BILLING RATE (all inclusive) |
|---|---|---|---|
| □□ | Prin□iple in □□ar□e | Per □o□r | |
| □□ | Senior □n□ineer P□ | Per □o□r | |
| □□ | □n□ineer II □ITS Spe□ialist II | Per □o□r | |
| □□ | □n□ineer □ITS Spe□ialist | Per □o□r | |
| □□ | ITS Pro□e□t Mana□er | Per □o□r | |
| □□ | Dep□t□Pro□e□t Mana□er | Per □o□r | |
| □□ | □le□tri□ian | Per □o□r | |
| □□ | Senior Te□□ni□ian | Per □o□r | |
| □□ | Te□□ni□ian II | Per □o□r | |
| □□□ | Te□□ni□ian I | Per □o□r | |
| □□□ | Pro□rammer | Per □o□r | |
| □□□ | □dministrati□e □ssistant | Per □o□r | |

□ote□T□e Proposer s□all re□ie□ t□e staff re□□irements and ot□er o□erall re□□irements as des□ri□ed in t□e □□□i□it □□□□S□ope of Ser□i□es and pro□ide s□ffi□ient staffin□ to s□pport t□e Department on t□is □ontra□t□ Staffin□ □ost s□all in□□de all □osts for pro□din□ staff to perform t□e ser□i□es as des□ri□ed in t□e □□□i□it □□□□ S□ope of Ser□i□es□T□e □lassifi□ations listed □nder t□is □ate□or□ are estimated and t□e□ are not □□aranteed□ T□e □ontra□tor s□all onl□ □e □ompensated for t□e a□t□al ser□i□es pro□ided and □erified □□ t□e Department□ See Ta□le □□ □□dditional Staffin□ Rates□to add additional □o□ □lassifi□ations□T□e □ontra□tor s□all identif□ □o□ d□ties in t□e Proposal for an□additional staff listed in Ta□le □□□

| **TABLE 2**<br>**EXHIBIT "A" SECTION 4.1.5 – EMERGENCY REPAIR SERVICES**<br>□□o□rl□rates ma□□e □sed□e□en if □id items □a□e □een esta□lis□ed□at t□e dis□retion of t□e Department□ | | | |
|---|---|---|---|
| **Item #** | **RESPONSE SERVICE** | **UNIT** | **UNIT TOTAL COST** |
| □□□ | Str□□t□re Remo□al and Disposal□ □antile□er | □a□□ | |
| □□□ | Str□□t□re Remo□al and Disposal □ □alf Span Tr□ss | □a□□ | |
| □□□ | Str□□t□re Remo□al and Disposal □ F□ll Span Tr□ss | □a□□ | |
| □□□ | Str□□t□re Remo□al □ □on□rete □amera Poles □□n□Si□e□ | □a□□ | |
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| □□□ | □on□rete Pole Str□□t□re Disposal □□n□Si□e□ | □a□□ | |
| **Item #** | **JOB CLASSIFICATION** | **UNIT** | **BILLING RATE (all inclusive)** |
| □□□ | ITS Pro□e□t Mana□er | Per □o□r | |
| □□□ | □n□ineer □ITS Spe□ialist | Per □o□r | |
| □□□ | □le□tri□ian | Per □o□r | |
| □□□ | Senior Te□□ni□ian | Per □o□r | |
| □□□ | Te□□ni□ian II | Per □o□r | |
| □□□ | Te□□ni□ian I | Per □o□r | |

| TABLE 3<br>EXHIBIT "A" SECTION 4 AND 6– CONTRACT ADMINISTRATION AND PROJECT MANAGEMENT | | | |
|---|---|---|---|
| **Item #** | **FURNISH** | **UNIT** | **UNIT TOTAL COST** |
| □□□ | De□elop Initial Pre□enti□e Maintenan□e Plan □per se□tion □□□□□□□□□ | One | |
| □□□ | Pre□enti□e Maintenan□e Plan □pdates □□□ □per se□tion □□□□□□□□□ | Per □ear | |
| □□□ | Mont□l□Pre□enti□e Maintenan□e S□□ed□le □per se□tion □□□□□□□□□ | Per Mont□ | |
| □□□ | Mont□l□Pre□enti□e Maintenan□e Report □per se□tion □□□□□□□□□ | Per Mont□ | |
| □□□ | Dia□nosti□Report □per se□tion □□□□□□□□□ | □a□□ | |
| □□□ | Final Repair Report □per se□tion □□□□□□□□□ | □a□□ | |
| □□□ | De□elop Initial De□i□e and Spare Part In□entor□ □per se□tion □□□□□□□ | One | |
| □□□ | □ontin□all□□pdate De□i□e and Spare Part In□entor□ □per se□tion □□□□□□□ | Per Mont□ | |
| □□□ | Si□nifi□ant □al□e □□□□□□□ITS Infrastr□□t□re In□entor□Report □per se□tion □□□□□□□ | Per □ear | |
| □□□ | ITS De□i□e Mont□l□□□aila□ilit□ Report □per se□tion □□□□□□□ | Per Mont□ | |
| □□□ | ITS De□i□e □nn□al □□aila□ilit□Report □per se□tion □□□□□□□ | Per □ear | |

| TABLE 3<br>EXHIBIT "A" SECTION 4 AND 6– CONTRACT ADMINISTRATION AND PROJECT MANAGEMENT | | | |
|---|---|---|---|
| **Item #** | **FURNISH** | **UNIT** | **UNIT TOTAL COST** |
| □□□ | □i□□ ee□l□ □□enda□Meetin□□Min□tes□ and Stat□s Report □per se□tion □□□□□□□ | Per □i□□ ee□l□ | |
| □□□ | Mont□l□ □□enda□Meetin□□Min□tes□ and Stat□s Report □per se□tion □□□□□□□ | Per Mont□ | |
| □□□ | □nn□al □□enda□Meetin□□Min□tes□ and Stat□s Report □per se□tion □□□□□□□ | Per □ear | |
| □□□ | □nn□al ITS Maintenan□e Pro□ed□res □and□oo□ □pdate □□□ □per se□tion □□□□ | Per □ear | |
| □□□ | De□elop ITS De□i□e □et□or□ Dependen□□ Dia□ram **□OPTIONAL TASK□** □per se□tion □□□□ | One | |
| □□□ | □pdate ITS De□i□e □et□or□ Dependen□□ Dia□ram **□OPTIONAL TASK□** □per se□tion □□□□ | Per □ear | |
| □□□ | Mont□l□ In□oi□e and Pro□ress Report □per se□tion □□□□ | Per Mont□ | |
| □□□ | Transition Period in□l□din□ Transition Plan□Pro□e□t Mana□ement Plan□and In□entor□ Relo□ation □per se□tion □□□□□□□ and □□□□ | L□mp S□m Limited □mo□nt □ost□□id □nit Total □ost □et□een a minim□m of □□□□□ and a ma□im□m of □□□□□□□ | |

□ll ot□er s□□mittals□notifi□ations□or reports to □e pro□ided as noted in t□e S□ope of Ser□i□es □□□i□it □□are in□idental to t□e □or□ □ein□ done □nder t□at se□tion□□o additional □ompensation □ill □e pro□ided □nless ot□er□ise spe□ified in □□□i□it □□□n□additional attendan□e at ot□er meetin□s or pro□idin□ ot□er additional meetin□ min□tes □ill □e □ompensated at t□e □o□r□ □illin□ rate□

□□□ T□e □ompensation paid for t□e Pre□enti□e Maintenan□e Plan□and t□e ITS Maintenan□e Pro□□res □and□oo□ann□al □pdate s□all also in□l□de an□interim additions made t□ro□□□o□t t□e □ear□

| TABLE 4<br>EXHIBIT "A" SECTION 4.2.3 - UTILITY LOCATING SERVICES | | | |
|---|---|---|---|
| **Item #** | **LABOR, MATERIALS, and EQUIPMENT** | **UNIT** | **UNIT TOTAL COST** |
| □□□ | S□ns□ine □□□ Fees and □dministration □osts<br>□per se□tion □□□□□□□ | Per Mont□ | |
| □□□ | S□□s□rfa□e □tilit□ Desi□natin□ Ser□i□e<br>□per se□tion □□□□□□□□ | Per Lo□ation | |
| □□□ | S□□s□rfa□e □tilit□ Lo□atin□<br>□Test □ole□Ser□i□e<br>□per se□tion □□□□□□□□ | Per □a□□ | |
| □□□ | □tilit□ Lo□ation and □erifi□ation Ser□i□e □d□rin□ □onstr□□tion□<br>□per se□tion □□□□□□□□ | Per □□□ Feet | |
| □□□ | □tilit□ Lo□ates □nitial □all□<br>□per se□tion □□□□□□□□ | Per □□□ feet | |
| □□□ | □tilit□ Lo□ates<br>□□dditional foota□e □e□ond t□e first □□□ feet□<br>□per se□tion □□□□□□□□ | Per □□ feet | |

T□e Per Lo□ation □nit for se□tion □□□□□□□ desi□nates □or□performed for eit□er per interse□tion or for □□□□ feet of strai□□t line road□a□□

| TABLE 5<br>EXHIBIT "A" SECTION 4.3.3 – MAINTENANCE OF TRAFFIC | | | |
|---|---|---|---|
| **Item #** | **SERVICES** | **UNIT** | **UNIT TOTAL COST** |
| □□□ | MOT Le□el □ | Per Lo□ation □ Per Da□ | |
| □□□ | MOT Le□el □ | Per Lo□ation □ Per Da□ | |
| □□□ | MOT Le□el □ | Per Lo□ation □ Per Da□ | |
| □□□ | MOT Le□el □ | Per Lo□ation □ Per Da□ | |
| □□□ | MOT Le□el □ | Per Lo□ation □ Per Da□ | |
| □□□ | MOT Le□el □ | Per Lo□ation □ Per Da□ | |
| □□□ | MOT Le□el □ | Per Lo□ation □ Per Da□ | |
| □□□ | Porta□le D□nami□ Messa□e Si□n Deplo□ment □□□ | □a□□ □Per Da□ | |
| □□□ | MOT Set□p □ Interstate Lane □los□re<br>□ll Lanes □ Traffi□ Pa□in□<br>□Rollin□ Road□lo□□□□□□ | Per Lo□ation □Per Da□ | |

□□□ Porta□le DMS Deplo□ment is not o□tlined in se□tion □□□□□□ It is to □e □sed for isolated □ases □□ere a Porta□le DMS ma□ □e needed□It in□□des pro□idin□□pro□rammin□□and se□□rin□ t□e si□n□and transport to and from t□e lo□ation□

□□□ Interstate Lane □los□re Traffi□ Pa□in□ is not o□tlined in se□tion □□□□□□ It is to □e □sed for isolated □ases □□ere Traffi□ Pa□in□ as o□tlined in Inde□ □□□□□□□□ of t□e Department Standard Plans for Road □onstr□□tion □formerl□ Desi□n Standards□□is needed□

| TABLE 6<br>EXHIBIT "A" SECTION 4.1.2.5 – PREVENTATIVE MAINTENANCE SERVICES | | | |
|---|---|---|---|
| **Item #** | **DEVICE SITE TYPE** | **UNIT** | **UNIT TOTAL COST** |
| □□□ | □losed □ir□□it Tele□ision □amera S□stem and asso□iated □omponents | Per Site | |
| □□□ | Interstate D□nami□ Messa□e Si□n S□stem and asso□iated □omponents | Per Site | |
| □□□ | □rterial D□nami□ Messa□e Si□n S□stem and asso□iate □omponents | Per Site | |
| □□□ | Mi□ro□a□e □e□i□le Dete□tor S□stem and asso□iated □omponents | Per □nit | |
| □□□ | □omm□ni□ations □□□ □□ildin□ and asso□iated □omponents | Per Site | |
| □□□ | □omm□ni□ations □□□ □a□inet and asso□iated □omponents □□□ | Per Site | |
| □□□ | Ramp Meterin□ S□stem and asso□iated □omponents | Per Inter□□an□e | |
| □□□ | Speed □□e□□ Si□n and asso□iated □omponents | Per Site | |
| □□□ | Ind□□ti□e Loops Dete□tion S□stem and asso□iated □omponents | Per Site | |
| □□□ | Ma□neti□ Traffi□ Dete□tion S□stem and asso□iated □omponents | Per Site | |
| □□□ | □i□□□a□ □d□isor□ Radio S□stem in□□din□ □ea□ons and asso□iated □omponents | Per Site | |

| **TABLE 6**<br>**EXHIBIT "A" SECTION 4.1.2.5 – PREVENTATIVE MAINTENANCE SERVICES** | | | |
|---|---|---|---|
| □□□ | Flas□in□ □ea□on S□stem and asso□iated □omponents | Per Site | |
| □□□ | Porta□le □enerator □□ or □ □□linder□ | Per □nit | |
| □□□ | Porta□le □enerator □□reater t□an □ □□linders□ | Per □nit | |
| □□□ | Stationar□ □enerator □□reater t□an □ □□linders□ | Per □nit | |
| □□□ | Road □ eat□er Information S□stem and asso□iated □omponents | Per Site | |
| □□□ | □dapti□e Si□nal □ontrol Te□□nolo□□ □□S□T□S□stem and asso□iated □omponents□i□e□□ireless ro□ter□ po□er s□ppl□ □nits□□ideo dete□tion □ameras□et□□ | Per Interse□tion | |
| □□□ | Remote Field □a□inet Site □□□ □□M□ □□and asso□iated □omponents | Per Site | |
| □□□ | Field □a□inet Site □□□ □□M□ □ or □□and asso□iated □omponents | Per Site | |

□□□ □omm□ni□ations □□□ □a□inet Sites □a□e t□e same re□□irements as a □□ildin□ site e□□ept t□e □omm□ni□ations e□□ipment is in a □a□inet and not a □□ildin□□

□□□ Remote Field □a□inet Site □T□ese sites are smaller □a□inets t□at □onne□t to lar□er field □a□inets □tem □□□□

□□□ Field □a□inet Site □T□ese sites □an □e pole or □ro□nd mo□nted and □o□se □ario□s t□pes of e□□ipment□

| TABLE 7<br>EXHIBIT "A" SECTION 4.1.4.1 – FIELD SITE MINOR REPAIR SERVICES | | | |
|---|---|---|---|
| **Item #** | **DEVICE SITE TYPE** | **UNIT** | **UNIT TOTAL COST** |
| □□□ | □losed □ir□□it Tele□ision □amera S□stem and asso□iated □omponents | Per Site | |
| □□□ | Interstate D□nami□ Messa□e Si□n and asso□iated □omponents | Per Site | |
| □□□ | □rterial D□nami□ Messa□e Si□n and asso□iated □omponents | Per Site | |
| □□□ | Mi□ro□a□e □e□i□le Dete□tor S□stem and asso□iated □omponents | Per Site | |
| □□□ | □omm□ni□ations □□□ □□ildin□ and asso□iated □omponents | Per Site | |
| □□□ | □omm□ni□ations □□□ □a□inet and asso□iated □omponents | Per Site | |
| □□□ | Ramp Meterin□ S□stem and asso□iated □omponents | Per Inter□□an□e | |
| □□□ | Speed □□e□□ Si□n and asso□iated □omponents | Per Site | |
| □□□ | Ind□□ti□e Loops Dete□tion S□stem and asso□iated □omponents | Per Site | |
| □□□ | Ma□neti□ Traffi□ Dete□tion S□stem and asso□iated □omponents | Per Site | |
| □□□ | □i□□□a□ ad□isor□ radio □□□R□ transmitter□□□R □ea□ons□and asso□iated □omponents | Per Site | |

| TABLE 7<br>EXHIBIT "A" SECTION 4.1.4.1 – FIELD SITE MINOR REPAIR SERVICES | | | |
|---|---|---|---|
| □□□ | Road □ eat□er Information S□stem and asso□iated □omponents | Per Site | |
| □□□ | Flas□in□ □ea□on S□stem and asso□iated □omponents | Per Site | |
| □□□ | □dapti□e Si□nal □ontrol Te□□nolo□□ □□S□T□s□stem and asso□iated □omponents□i□e□□ireless ro□ter□ po□er s□ppl□ □nits□□ideo dete□tion □ameras□et□□ | Per Interse□tion | |
| □□□ | □amera Lo□erin□ De□i□e | Per Site | |
| □□□ | Remote Field □a□inet Site and asso□iated □omponents<br>□□□M□ □□ | Per Site | |
| □□□ | Field □a□inet Site and asso□iated □omponents<br>□□□M□ □or □□ | Per Site | |

Minor repair maintenan□e □ill in□□de t□e rea□ti□e and proa□ti□e□da□□to□da□maintenan□e□ repla□ements□and dia□nosti□ □or□ne□essar□to □eep t□e D□□ ITS operational□□ or□ma□ □e □enerated □□fail□res □a□sed □□ □□ts of □od□□onstr□□tion a□ti□ities□or □ras□es□

Minor Repair maintenan□e tas□s s□all in□□de□□□t not □e limited to□

□Field repair or repla□ement of an□illar□ parts or e□□ipment for an□ ITS de□i□e and asso□iated □omponents

□Resettin□ of D□nami□Messa□e Si□ns

□Resettin□ and fo□□sin□ □□T□ lens

□Resettin□ □e□i□e Dete□tor Station □□DS□□ontrollers

□□onfi□□rin□ or repairin□ t□e □omm□ni□ations net□or□ □s□it□□es□terminal se□er□et□□

□□onfi□□rin□ or repairin□ □□T□ □ideo transmission e□□ipment □en□oders□de□oders□et□□

□Repairin□ dama□e □a□sed □□ □andalism or a□□idents

If t□e □a□se of a fail□re is □n□no□n□t□e D□P□RTM□□T ma□ □a□e t□e □O□TR□□TOR perform dia□nosti□ □or□ □tro□□les□ootin□□as re□□ired to determine t□e □a□se of t□e fail□re□

| TABLE 8<br>EXHIBIT "A" SECTION 4.1.4.1 – FIELD SITE MAJOR REPAIR SERVICES | | | |
|---|---|---|---|
| **Item #** | **REMOVE AND INSTALL** | **UNIT** | **UNIT TOTAL COST** |
| □□□ | □losed □ir□□it Tele□ision □amera □ssem□l□ | Per Site | |
| □□□ | Interstate D□nami□Messa□e Si□n | Per Site | |
| □□□ | □rterial D□nami□Messa□e Si□n | Per Site | |
| □□□ | Mi□ro□a□e □e□i□le Dete□tor | Per Site | |
| □□□ | □i□□□a□ad□isor□radio □□□R□ transmitter□t□o □□R si□ns □it□ □ea□ons□□a□inet and asso□iated □omponents | Per Site | |
| □□□□ | Road□a□□ eat□er Information S□stem □ssem□l□ | Per Site | |
| □□□□ | Flas□in□ □ea□on S□stem and asso□iated □omponents | Per Site | |
| □□□□ | □amera Lo□erin□ De□i□e | Per Site | |
| □□□□ | Remote Field □a□inet □□□M□ □□ | Per Site | |
| □□□□ | Field □a□inet □□□M□ □or □□ | Per Site | |
| □□□□ | □on□rete Sp□n Poles □□p to □□ feet a□o□e road□a□□ | □a□□ | |
| □□□□ | □on□rete Sp□n Poles □□p to □□ feet a□o□e road□a□□ | □a□□ | |

| TABLE 8<br>EXHIBIT "A" SECTION 4.1.4.1 – FIELD SITE MAJOR REPAIR SERVICES | | | |
|---|---|---|---|
| □□□□ | □on□rete Sp□n Poles<br>□□p to □□ feet a□o□e road□a□□ | □a□□ | |
| □□□□ | □on□rete Sp□n Poles<br>□□p to □□ feet pl□s a□o□e road□a□□ | □a□□ | |
| **Item #** | **INSTALL** | **UNIT** | **UNIT TOTAL COST** |
| □□□□ | □losed □ir□□it Tele□ision □amera □ssem□l□ | Per Site | |
| □□□□ | Interstate D□nami□Messa□e Si□n | Per Site | |
| □□□□ | □rterial D□nami□Messa□e Si□n | Per Site | |
| □□□□ | Mi□ro□a□e □e□i□le Dete□tor | Per Site | |
| □□□□ | □i□□□a□ad□isor□radio □□□R□ transmitter□t□o □□R si□ns □it□ □ea□ons□□a□inet and asso□iated □omponents | Per Site | |
| □□□□ | Road□a□□ eat□er Information S□stem □ssem□l□ | Per Site | |
| □□□□ | Flas□in□ □ea□on S□stem and asso□iated □omponents | Per Site | |
| □□□□ | □amera Lo□erin□ De□i□e | Per Site | |
| □□□□ | Remote Field □a□inet Site<br>□□□M□ □□ | Per Site | |
| □□□□ | Field □a□inet Site<br>□□□M□ □or □□ | Per Site | |

| TABLE 8<br>EXHIBIT "A" SECTION 4.1.4.1 – FIELD SITE MAJOR REPAIR SERVICES | | | |
|---|---|---|---|
| □□□□ | □on□rete Poles<br>□□p to □□ feet a□o□e road□a□□ | □a□□ | |
| □□□□ | □on□rete Sp□n Poles<br>□□p to □□ feet a□o□e road□a□□ | □a□□ | |
| □□□□ | □on□rete Sp□n Poles<br>□□p to □□ feet a□o□e road□a□□ | □a□□ | |
| □□□□ | □on□rete Sp□n Poles<br>□□p to □□ feet pl□s a□o□e road□a□□ | □a□□ | |
| □□□□ | Fi□er Opti□ P□ll □o□ | □a□□ | |
| □□□□ | Standard P□ll □o□ | □a□□ | |
| □□□□ | Fi□er Opti□ Spli□e □o□ | □a□□ | |
| □□□□ | Open Tren□□ □ond□it □" □DP□ □red□tone□a□le□in□ p□ll tape | Per Foot | |
| □□□□ | Open Tren□□ □□□□" □ond□it □DP□ □oran□e□tone□a□le□in□ p□ll tape | Per Foot | |
| □□□□ | Dire□tional □ore □ond□it □" □DP□ tone□a□le□in□ p□ll tape | Per Foot | |
| □□□□ | Dire□tional □ore □ond□it □□□□" □DP□ tone□a□le□in□ p□ll tape | Per Foot | |
| □□□□ | □□strand sin□le□mode Fi□er | Per Foot | |
| □□□□ | □□strand sin□le□mode Fi□er | Per Foot | |
| □□□□ | □□strand m□lti□mode Fi□er | Per Foot | |

| TABLE 8<br>EXHIBIT "A" SECTION 4.1.4.1 – FIELD SITE MAJOR REPAIR SERVICES | | | |
|---|---|---|---|
| □□□□ | □le□tri□al Ser□i□e □ ire□□□ond□□tor | Per Foot | |
| □□□□ | □le□tri□al Po□er Ser□i□e Point | Per □ssem□□ | |
| □□□□ | □le□tri□al Po□er Drop for M□ltiple De□i□es | Per □ssem□□ | |
| □□□□ | □at □e □a□le | Per Foot | |
| □□□□ | □□strand Fi□er F□sion Spli□e | Per □ssem□□ | |
| □□□□ | □□strand Fi□er F□sion Spli□e | Per □ssem□□ | |
| □□□□ | □□strand Fi□er F□sion Spli□e | Per □ssem□□ | |
| □□□□ | □strand Fi□er F□sion Spli□e | Per □ssem□□ | |
| □□□□ | □□strand m□lti□mode Fi□er Spli□e | Per □ssem□□ | |
| □□□□ | □onne□tori□e □□strand Fi□er □□□onne□tors | Per □ssem□□ | |
| □□□□ | □onne□tori□e □□strand Fi□er □□□onne□tors | Per □ssem□□ | |
| □□□□ | □onne□tori□e □□strand Fi□er □□□onne□tors | Per □ssem□□ | |
| □□□□ | □onne□tori□e □strand Fi□er □□□onne□tors | Per □ssem□□ | |
| □□□□ | □onne□tori□e □□strand M□lti□mode Fi□er □□□onne□tors | Per □ssem□□ | |

**TABLE 8**

**EXHIBIT "A" SECTION 4.1.4.1 – FIELD SITE MAJOR REPAIR SERVICES**

| Item # | REMOVE | UNIT | UNIT TOTAL COST |
|---|---|---|---|
| □□□□ | □losed □ir□□it Tele□ision □amera □ssem□l□ | Per Site | |
| □□□□ | Interstate D□nami□Messa□e Si□n | Per Site | |
| □□□□ | □rterial D□nami□Messa□e Si□n | Per Site | |
| □□□□ | Mi□ro□a□e □e□i□le Dete□tor | Per Site | |
| □□□□ | □i□□□a□ad□isor□radio □□□R□ transmitter□t□o □□R si□ns □it□ □ea□ons□□a□inet and asso□iated □omponents | Per Site | |
| □□□□ | Road□a□□ eat□er Information S□stem □ssem□l□ | Per Site | |
| □□□□ | Flas□in□ □ea□on S□stem and asso□iated □omponents | Per Site | |
| □□□□ | □amera Lo□erin□ De□i□e | Per Site | |
| □□□□ | Remote Field □a□inet Site □□□M□ □□ | Per Site | |
| □□□□ | Field □a□inet Site □□□M□ □or □□ | Per Site | |
| □□□□ | □on□rete Poles □□p to □□ feet a□o□e road□a□□ | □a□□ | |
| □□□□ | □on□rete Sp□n Poles □□p to □□ feet a□o□e road□a□□ | □a□□ | |

| TABLE 8<br>EXHIBIT "A" SECTION 4.1.4.1 – FIELD SITE MAJOR REPAIR SERVICES | | | |
|---|---|---|---|
| □□□□ | □on□rete Sp□n Poles<br>□□p to □□ feet a□o□e road□a□□ | □a□□ | |
| □□□□ | □on□rete Sp□n Poles<br>□□p to □□ feet pl□s a□o□e road□a□□ | □a□□ | |
| □□□□ | Fi□er Opti□ P□ll □o□ | □a□□ | |
| □□□□ | Standard P□ll □o□ | □a□□ | |
| □□□□ | Fi□er Opti□ Spli□e □o□ | □a□□ | |
| □□□□ | □□□strand sin□le□mode Fi□er | Per Foot | |
| □□□□ | □□□strand sin□le□mode Fi□er | Per Foot | |
| □□□□ | □□□strand m□lti□mode Fi□er | Per Foot | |
| □□□□ | □le□tri□al Ser□i□e □ ire□□□□ond□□tor | Per Foot | |
| □□□□ | □le□tri□al Po□er Ser□i□e Point | Per □ssem□l□ | |
| □□□□ | □le□tri□al Po□er Drop for M□ltiple De□i□es | Per □ssem□l□ | |
| □□□□ | □at □e □a□le | Per Foot | |
| **Item #** | **FURNISH and INSTALL** | **UNIT** | **UNIT TOTAL COST** |
| □□□□ | Portland □ement □on□rete formed and finis□ed □□□□□PSI□ | □□□i□Foot | |

| TABLE 9<br>EXHIBIT "A" SECTION 4.1.4.6 – MISCELLANEOUS WORK | | | |
|---|---|---|---|
| **Item #** | **MISCELLANEOUS** | **UNIT** | **UNIT TOTAL COST** |
| □□□□ | Deplo□and Maintain One or T□o □□linder Porta□le □enerator | □a□□□Per Da□ | |
| □□□□ | Deplo□and Maintain □reater T□an T□o □□linder Porta□le □enerator | □a□□□Per Da□ | |

T□e Department □ill reim□□rse t□e □ontra□tor for □enerator f□el □osts for porta□le and permanent mo□nt □enerators □sed for de□lared emer□en□ies or do□□mented po□er o□ta□es □reater t□an □ □o□rs in d□ration□ Re□eipts m□st □e pro□ided and onl□ t□e a□t□al f□el □ost □in□□din□ ta□es□□ill □e reim□□rsed□T□e □ontra□tor □ill not □e reim□□rsed for f□el for □eneral pre□enti□e maintenan□e or an□mis□ellaneo□s r□n time□□ll porta□le and permanent mo□nt □enerators s□all □e ref□eled mont□□ □□t□e □ontra□tor d□rin□ Pre□enti□e Maintenan□e at no additional □ost to t□e Department□

| TABLE 10<br>OTHER MISCELLANEOUS | | | |
|---|---|---|---|
| **Item #** | **MISCELLANEOUS** | **UNIT** | **Expense items approved will be invoice priced plus 5% handling fee** |
| □□□□ | □ppro□ed □□□ipment□Parts □□penses pl□s □□ | □a□□ | **(vendor – do not fill in this section) Actual + 5%** |

T□e □ontra□tor s□all □e allo□ed to □□ar□e a □□ mar□□□p to t□e Department for an□parts □appro□ed □□t□e FDOT□s Pro□e□t Mana□er or □is□□er desi□nee□p□r□□ased □sin□t□is □ontra□t□T□e □□ mar□□□p is not allo□ed for t□e ta□or s□ippin□ portion of t□e p□r□□ase□

| TABLE 11 – Additional Staffing Rates (For All Services) | | | |
|---|---|---|---|
| **Item #** | **Job Classification** | **Unit** | **Billing Rate (All Inclusive)** |
| | | Per □o□r | □ |
| | | Per □o□r | □ |
| | | Per □o□r | □ |
| | | Per □o□r | □ |
| | | Per □o□r | □ |
| | | Per □o□r | □ |
| | | Per □o□r | □ |
| | | Per □o□r | □ |
| | | Per □o□r | □ |
| | | Per □o□r | □ |
| | | Per □o□r | □ |
| | | Per □o□r | □ |
| | | Per □o□r | □ |
| | | Per □o□r | □ |
| | | Per □o□r | □ |
| | | Per □o□r | □ |
| | | Per □o□r | □ |

□ote□T□e rates added □□t□e □ontra□tor in Ta□le □□ □□dditional Staffin□ Rates□are not part of t□e Pri□e Proposal form□la□Proposer □an add additional □o□ □lassifi□ations and Fi□ed Fee □□illin□ Rate□per □o□r as needed to perform t□e ser□i□es on t□is □ontra□t□T□e □ontra□tor s□all identif□ □o□ d□ties in t□e Proposal for an□ additional staff listed in Ta□le □□□

## ADDITIONAL FIXED FEE (UNIT TOTAL COST) NOTES:

- The Contractor's Staffing Rates shall be outlined in the Proposal and shall include but is not limited to all labor required to provide staffing for this Contract including but not limited to Contract project management all labor required to develop all Contract documentation (drafts updates revisions addressing comments printing binding electronic copies etc.) the Contractor's attendance and participation at meetings preparation of agenda and meeting notes personnel management T&O preparation technical support and supervision reviews of plans documents reports estimates developed by others invoice preparation preparation of estimates on all response parts procurement inventory training in response to Department's requests as needed mobilization costs overhead including but not limited to labor space furniture equipment tools vehicles maintenance necessary to perform the work tools vehicle fuel cellular phones computers internet access printing and scanning costs uniforms etc. profits insurance warranty operating margin administrative costs and all other incidentals necessary to perform the required services.

- The Contractor's Preventive Maintenance Services fixed fee unit total cost shall include but is not limited to all labor required to perform the service including travel time mobilization costs MOT materials costs and MOT labor costs overhead including but not limited to equipment tools vehicles maintenance necessary to perform the work tools vehicle fuel cellular phones computers internet access etc. profits insurance Contractor's warranty operating margin administrative costs and all other incidentals necessary to perform the required services.

- The Contractor's Minor Repair Services fixed fee unit total cost shall include but is not limited to all labor required to perform the service including travel time mobilization costs MOT material costs and MOT labor costs overhead including but not limited to equipment tools vehicles maintenance necessary to perform the work tools vehicle fuel cellular phones computers internet access etc. profits insurance Contractor's warranty operating margin administrative costs and all other incidentals necessary to perform the required services. The Department reserves the right to reimburse the Contractor for minor repairs based upon actual labor costs and the costs of parts used.

- The Contractor's Major Repair Services fixed fee unit total cost shall include but is not limited to all labor required to perform the service including travel time mobilization costs overhead including but not limited to equipment tools vehicles maintenance necessary to perform the work tools vehicle fuel cellular phones computers internet access etc. profits insurance Contractor's warranty operating margin administrative costs and all other incidentals necessary to perform the required services. The Department reserves the right to reimburse the Contractor for major repairs based upon actual labor costs and the costs of parts used.

- The Contractor's Directional Bore and Open Trench fixed fee unit total cost shall include but is not limited to all labor required to perform the service including travel time mobilization costs overhead including but not limited to equipment tools vehicles maintenance necessary to perform the work tools vehicle fuel cellular phones computers internet access etc. profits insurance Contractor's warranty operating margin administrative costs and all other incidentals necessary to perform the required services. One conduit shall be included in the cost. Any additional conduits needed will require an estimate to be approved by the Department.

- The Contractor's staffing rates fixed fee billing rate is fully loaded and shall include but is not limited to labor mobilization costs overhead including but not limited to equipment tools vehicles maintenance necessary to perform the work tools vehicle fuel cellular phones computers internet access printing and scanning costs uniforms security clearance drug testing etc. profits insurance Contractor's warranty operating margin administrative costs and all other incidentals necessary to perform the required services.

**NOTE:** In submitting a response the proposer acknowledges that they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

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# DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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**Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?**

☐ **YES**

☐ **NO**

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# BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL SERVICES

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**AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:**

**BID SHEET (Invitation to Bid – ITB)**
**PRICE PROPOSAL (Request for Proposal – RFP)**
**REPLY (Invitation to Negotiate – ITN)**

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# ANTICIPATED DBE PARTICIPATION STATEMENT

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**Florida Statutes**

**287.135**

# VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

**CONTRACT (Purchase Order) #** TBD

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in this Agreement not withstanding.

C. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

D. Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

E. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

F. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

G. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

   a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
   b. cancellation, termination or suspension of the contract, in whole or in part.

H. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (C) through (I) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

I. **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

# Appendix II
# INFORMATION TECHNOLOGY RESOURCES

Contract (Purchase Order) #: TBD

## ☐ PROJECT PLAN SCOPE LANGUAGE

The Department requires that the Vendor create and submit a Project Plan that demonstrates how the creation and maintenance of the application will be carried out. The Project Plan template may be found at http://www.dot.state.fl.us/OIS/docs/dispFiles.shtm, and is the template which the Department requires the Vendor to follow. The Project Plan must be submitted to the Department within _____ business days after execution of Contract. Upon receipt of the Project Plan, the Department will have fourteen (14) business days to review and approve the Project Plan in its sole discretion. No other work may begin prior to the submission and approval of the Project Plan. After the Project Plan is approved, the Vendor shall keep the Project Plan updated as necessary or upon notification by the Department of a deficiency in the Project Plan. Any change to the Project Plan must be approved by the Department.

## ☐ SECURITY PLAN SCOPE LANGUAGE

The Department requires that the Vendor create and submit a Security Plan. The Security Plan template may be found at http://www.dot.state.fl.us/OIS/docs/dispFiles.shtm, and is the template which the Department requires the Vendor to follow. The Security Plan must be submitted to the Department by _____. Upon receipt of the Security Plan, the Department will have fourteen (14) business days to review and approve the Security Plan in its sole discretion. After the Security Plan is approved, the Vendor shall keep the Security Plan updated as necessary or upon notification by the Department of a deficiency in the Security Plan. Any change to the Security Plan must be approved by the Department.

## ☐ OWNERSHIP OF WORKS AND INVENTIONS

The Department shall have full ownership of any works of authorship, inventions, improvements, ideas, data, processes, computer software programs, and discoveries (hereafter called intellectual property) conceived, created, or furnished under this Contract, with no rights of ownership in Vendor or any subcontractors. Vendor and subcontractors shall fully and promptly disclose to the Department all intellectual property conceived, created, or furnished under this Contract. Vendor or subcontractor hereby assigns to the Department the sole and exclusive right, title, and interest in and to all intellectual property conceived, created, or furnished under this Contract, without further consideration. This Contract shall operate as an irrevocable assignment by Vendor and subcontractors to the Department of the copyright in any intellectual property created, published, or furnished to the Department under this Contract, including all rights thereunder in perpetuity. Vendor and subcontractors shall not patent any intellectual property conceived, created, or furnished under this Contract. Vendor and subcontractors agree to execute and deliver all necessary documents requested by the Department to effect the assignment of intellectual property to the Department or the registration or confirmation of the Department's rights in or to intellectual property under the terms of this Contract. Vendor agrees to include this provision in all its subcontracts under this Contract.

## ☐ ESCROW OF SOURCE CODE

The Vendor shall maintain in escrow a copy of the source code for the licensed software. With each new release of the software provided to the Department, the Vendor shall maintain the updated source code in escrow. In the event the Vendor files for bankruptcy or ceases operations for any reason, the Department shall promptly be provided the current source code in escrow. The Department will only use the source code to support the licensed software subject to the same nondisclosure provisions of this Contract.

## ☐ COPYRIGHT OR PATENT INFRINGEMENT

To the extent permitted by Florida Law, the Vendor, without exception, shall save, defend and hold harmless the Department and its employees from liability of any nature or kind, including cost and expenses, for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of articles supplied hereunder with equipment or data not supplied by Vendor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement. Further, if such claim is made or is pending, the Vendor may, at its option and expense, procure for the Department the right to continued use of, or replace or modify the article to render it non-infringing. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood that, without exception, the Contract price shall include all royalties or other costs arising from the use of such design, device, or materials in any way involved in the work.

## ☐ COMPUTER HARDWARE/SOFTWARE

In any Contract for the purchase or maintenance of machines or computer hardware/software or licensed programs, the Vendor's entire liability and the Department's exclusive remedy for damages to the Department related to the machine or computer hardware/software or

licensed program which is the subject of this Contract, or maintenance thereof shall be limited to, at the Department's discretion, 1) the correction by the Vendor of the relevant defect(s); or 2) actual damages up to the greater of $_____ or an amount equal to 12 months maintenance charges for said product or the purchase price of said product. Such maintenance charges will be those in effect for the specific product when the cause of action arose. The foregoing limitation of liability will not apply to (a) the payment of cost and damage awards resulting from liability in accordance with the Copyright and Patent Infringement paragraph above, or to (b) claims for reprocurement costs or the cost of cover pursuant to Rule 60A-1.006, Florida Administrative Code, or to (c) claims by the Department for personal injury or damage to real property or tangible personal property caused by the Vendor's negligence or tortious conduct.

## ☐ ACCOUNTING AND RIGHT TO AUDIT

### ACCOUNTING DOCUMENTATION REQUIREMENTS

The Vendor shall maintain an accounting system which separately accumulates direct and indirect costs, and supports all billing to the Department. The system should include a set of records journals, ledgers, trial balances, and reports and policies and procedures used to process business transactions. A job-cost accounting system must contain each specific job. An acceptable job-costing accounting system should meet the following minimum requirements:

a. A general ledger in which direct and indirect costs are accumulated separately.
b. A payroll system, supported by time sheets, that clearly accounts for 10% of a person's work time and identifies all projects and account numbers charged for each person, including those costs charged to direct and indirect accounts.
c. Time sheets, hours recorded on labor distribution reports, and the hours and dollars summarized in the payroll register must agree.
d. A job-cost ledger or job-cost report in which costs related to all projects and account numbers are charged.
e. Direct costs in the job-cost ledger or job-cost report must support and agree with direct costs contained in the general ledger.
f. Periodic reconciliation of job-cost ledgers to the job-cost reports within the general ledger are conducted.

### RIGHT TO AUDIT CLAUSE

The Vendor shall permit onsite visits by State and Department authorized employees, officers, and agents to conduct audits to ensure compliance with Section 20.055, Florida Statues. The Vendor shall grant access to all records pertaining to this Contract including access to all computers, communications devices, and any other equipment used to store, monitor, produce or transmit such records at any premises, whether onsite or offsite.

The Vendor shall maintain all records and other evidence of the Vendor, and any or all subcontractors, to support the costs incurred, and compensation received, directly or indirectly, by the Vendor. The Department, or its designated representatives, shall have the right to audit, copy, and inspect said records and accounts at all reasonable times during the performance of this contract and the retention period of three years after the cancellation, termination, or final payment, or until the conclusion of any claim, litigation, settlement, or appeal; or for such longer period, if any, required by applicable law or regulation, whichever date is latest.

At any time, the Department discovers any excess payments, payments not in conformity with this Contract, or any disallowable costs were paid to the Vendor under this Contract, the Vendor agrees that such amounts are due to the Department upon demand. Vendor agrees that the Department may deduct from any payment due to the Vendor under any other contract between the Department and the Vendor an amount to satisfy any amount due the Department by the Vendor under this Contract. Final payment to the Vendor may be adjusted for audit results.

## ☐ OPTIONAL CONTINUED SERVICES

The Vendor shall, at the Department's option, provide continued service to the Department for up to _____ consecutive annual periods after the initial Contract, under all the terms and conditions of this Contract. The price of such annual maintenance shall not exceed the Vendor's then prevailing annual maintenance fee.

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

J. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.

K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

L. Participation by Disadvantaged Business Enterprises: The Contractor shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Contractor and any sub-Contractor or contractor.

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

M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

N. It is understood and agreed that if the Contractor at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Contractor shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Contractor in all lower tier covered transactions and in all aforementioned federal regulation.

O. The Department hereby certifies that neither the Contractor nor the Contractor's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

P. The Contractor hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above contractor) any fee contribution, donation, or consideration of any kind for, or in

connection with, procuring or carrying out the contract.

The Contractor further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Q. Federal-aid projects for highway construction shall comply with the Buy America provisions of 23 CFR 635.410, as amended.

R. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract" in 41 CFR Part 60-1.3 shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**State of Florida**
**Department of Transportation**




R□□ □□ST FOR PROPOS□L

# District-Wide Intelligent Transportation System (ITS) Maintenance Services District One

## RFP-DOT-18/19-1104DR

***PRE-PROPOSAL CONFERENCE* MANDATORY: 2-27-2018 @ 1:00PM**

**CONTACT FOR QUESTIONS:**

Danielle Rose□Pro□□rement □□ent
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# INTRODUCTION SECTION

## 1) INVITATION

The State of Florida Department of Transportation hereinafter referred to as the Department requests written proposals from qualified Proposers to provide **District-Wide Intelligent Transportation Systems (ITS) Maintenance Services in District One, which includes the counties of Polk, Collier, Lee, Charlotte, Sarasota, Manatee, Okeechobee, Glades, Hardee, Hendry, Highlands, and Desoto**. It is anticipated that the term of the contract will begin on June and the effective Ma

The Department intends to award this contract to the responsive and responsible Proposer whose proposal is determined to be the most advantageous to the Department after the award said Proposer will be referred to as the Vendor. For the purpose of this document the term "Proposer" means the prime vendor acting on its own behalf and those individuals partnerships firms or corporations comprising the Proposer team. The term "proposal" means the complete response of the Proposer to the Request for Proposals RFP including properly completed forms and supporting documentation.

## 2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change notices of changes addenda will be posted on the Florida Vendor Bid System at www.myflorida.com click on SUNSS click on Doing Business with the State under Vendor Information for Vendors and Customers click on Vendor Bid System SUNSS click on Search Advertisements under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.

| ACTION / LOCATION | DATE | LOCAL TIME |
|---|---|---|
| **PRE-PROPOSAL CONFERENCE *MANDATORY . . . . . .** | **2-27-2018** | **1:00 PM** |
| *NOTE: APPENDIXES 1-8 REFERENCED IN SCOPE WILL BE PROVIDED AT THIS MEETING* | | |
| Fort Road Annex | | |
| Barto FL | | |
| **DEADLINE FOR TECHNICAL QUESTIONS - . . . . . .** | **3-06-2018** | **2:00 PM** |
| There is no deadline for administrative questions. | | |
| **PROPOSALS DUE, ON OR BEFORE - . . . . . .** | **3-13-2018** | **9:00 AM** |
| Technical and Price Proposal | | |
| Fort Road Annex | | |
| Barto FL | | |
| Public | | |
| **PUBLIC OPENING (Technical Proposal) - . . . . . .** | **3-13-2018** | **10:00 AM** |
| Fort Road Annex | | |
| Barto FL | | |
| **PUBLIC OPENING / MEETING (Price Proposal) - . . . . .** | **3-27-2018** | **10:00 AM** |
| Fort Road Annex | | |
| Barto FL | | |
| **POSTING OF INTENDED AWARD - . . . . . .** | **3-27-2018** | **2:00 PM** |

## 3) AGENDA FOR PUBLIC MEETINGS

### Agenda – Public Opening (Technical Proposals)

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### Agenda – Price Proposal Opening & Intended Award Meeting

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## 4) SPECIAL ACCOMMODATIONS

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## 5) CONTRACT USE

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## 6) COOPERATIVE PURCHASING AND AGGREGATE DISCOUNTS

□s pro□ided in Se□tion □□□□□□□ □□□□Florida Stat□tes□ot□er State □□en□ies ma□p□r□□ase from t□is □ontra□t□ pro□ided t□at t□e Department of Mana□ement Ser□i□es □as determined t□at t□e □ontra□t□s □se is □ost effe□ti□e and in t□e □est interest of t□e State□ □pon s□□□ appro□al□t□e □endor ma□□at its dis□retion□sell t□ese □ommodities or ser□i□es to additional a□en□ies□□pon t□e terms and □onditions □ontained □erein□ In addition□ ot□er politi□al s□□di□isions ma□also p□r□□ase from t□is □ontra□t at t□e dis□retion of t□e □endor□ □ntities p□r□□asin□ from t□is □ontra□t ass□me and □ear □omplete responsi□ilit□ □it□ re□ard to performan□e of an□ □ontra□t□al o□li□ation or term□ On t□e anni□ersar□of t□e □ontra□t□t□e Department reser□es t□e ri□□t to dis□□ss □it□ t□e □endor t□e potential for additional dis□o□nts □ased on additional □ol□me on t□e □ontra□t□

# SPECIAL CONDITIONS

## 1) MyFloridaMarketPlace

PROPOSERS MUST BE REGISTERED IN THE STATE OF FLORIDA'S MFLORIDA MARKETPLACE SYSTEM BY THE TIME AND DATE OF THE PUBLIC OPENING OR THE PROPOSAL MAY BE CONSIDERED NONRESPONSIVE (see Special Condition #14). All prospective proposers that are not registered should go to https://vendor.myfloridamarketplace.com to complete online registration or call (866) 352-3776 for assisted registration.

All payments to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 7000 General Contract Condition #17. Vendors should be aware that effective July 1, 2007 through June 30, 2018 in accordance with Chapter 287.057(22), the Transaction Fee will be seventenths of one percent (.007) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

## 2) Florida Department of Financial Services (DFS) W-9 REQUIREMENT

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at https://flvendor.myfloridacfo.com to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLVendor@myfloridacfo.com with any questions.

## 3) QUESTIONS & ANSWERS

In accordance with section 287.057(23), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Contractual questions arising from this Request for Proposal must be forwarded in writing to the procurement agent identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely by proposers will be posted on the Florida Vendor Bid System at www.myfloridamarketplace.com (click on the VSBS section, click on Doing Business with the State, under Advertisement for Vendors and Customers, click on Vendor Bid System, then Search Bid Advertisements) under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting their proposal.

**WRITTEN TECHNICAL QUESTIONS** should be submitted to:
**Danielle Rose, dropcasing@dot.state.fl.us, 801 North Broadway Ave Bartow, FL 33830 &**
**Fax: (863) 519-2661.**

Questions regarding administrative aspects of the proposal process should be directed to the Procurement Agent in writing at the address above or by phone (850) 414-4150.

## 4) ORAL INSTRUCTIONS / CHANGES TO THE REQUEST FOR PROPOSAL (ADDENDA)

No negotiations, decisions or actions will be initiated or executed by a proposer as a result of any oral discussions with a State employee. Only those communications which are in writing from the Department will be considered as a duly authorized expression on behalf of the Department.

Notices of any addenda will be posted on the Florida Vendor Bid System at www.myfloridamarketplace.com (click on the VSBS section, click on Doing Business with the State, under Advertisement for Vendors and Customers, click on

□endor □id S□stem □□S□□□li□□on □Sear□□ □d□ertisements□□nder t□is RFP n□m□er□It is t□e responsi□ilit□of all potential proposers to monitor t□is site for an□□□an□in□information prior to s□□mittin□ □o□r proposal□□ll □ddenda □ill □e a□□no□led□ed □□si□nat□re and s□□se□□ent s□□mission of □ddenda □it□ proposal □□en so stated in t□e □ddenda□

## 5) DIVERSITY ACHIEVEMENT

## DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

T□e Department□in a□□ordan□e □it□ ***Title VI of the Civil Rights Act of 1964, 42 USC 2000d- 2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21,*** □ondis□rimination in federall□assisted pro□rams of t□e Department of Transportation iss□ed p□rs□ant to s□□□ □□t□□ere□□notifies all □idders t□at t□e Department □ill affirmati□el□ens□re t□at in an□ □ontra□t□a□reement entered into p□rs□ant to t□is ad□ertisement□minorit□and disad□anta□ed □□siness enterprises □ill □e afforded t□e f□ll opport□nit□to s□□mit □ids in response to t□is in□itation and □ill not □e dis□riminated on t□e □asis of ra□e□□olor□national ori□in□or se□in □onsideration for an a□ard□

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Federal la□ re□□ires states to maintain a data□ase of all firms t□at are parti□ipatin□ or attemptin□ to parti□ipate in DOT□assisted □ontra□ts□ To assist t□e Department in t□is endea□or□proposers are re□□ested to s□□mit t□e **Bidder's Opportunity List** □it□ t□eir Pri□e Proposal S□eet□ T□e list s□o□ld in□□de □o□rself as □ell as an□ prospe□ti□e s□□□□ontra□tor t□at □o□ □onta□ted or □□o □as □onta□ted □o□ re□ardin□ t□e pro□e□t□

Proposers are re□□ested to indi□ate t□eir intention re□ardin□ D□□ parti□ipation on t□e **Anticipated DBE Participation Statement** and to s□□mit t□at Statement □it□ t□eir Pri□e Proposal S□eet□□fter a□ard of t□e □ontra□t res□lti□ from t□is RFP□t□e a□arded □endor □ill need to □omplete t□e □nti□ipated D□□ Parti□ipation Statement□ online t□ro□□□ t□e □□□al Opport□nit□□omplian□e □O□□s□stem □it□in □□□siness da□s after a□ard of t□e □ontra□t□ T□e lin□ to a□□ess t□e □O□ s□stem is□ttps□□□ □□□dot□state□l□□s□□□□alOpport□nit□□omplian□e□T□is □ill assist t□e Department in tra□□in□ and reportin□ planned or estimated D□□ □tili□ation□

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## 6) SCOPE OF SERVICES

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## 7) PRICES/DELIVERY

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## 8) INTENDED AWARD

T□e Department intends to a□ard a □ontra□t to t□e responsi□e and responsi□le □endor □it□t□e □i□□est □□m□lati□e total points for t□e e□al□ation □riteria spe□ified □erein □See Se□tion □□□Proposal □□al□ation□□T□e Intended □□ard de□ision □ill □e anno□n□ed after final e□al□ation and totalin□ of s□ores at t□e Pri□e Proposal openin□ spe□ified in t□e Timeline □See Introd□□tion Se□tion □Timeline□□If t□e Department is □onfronted □it□ identi□al pri□in□or s□orin□ from m□ltiple □endors□t□e Department s□all determine t□e order of a□ard in a□□ordan□e □it□ se□tion □□□□□□□□□□□□ Florida Stat□tes□and R□le □□□□□□□□□□Florida □dministrati□e □ode□

## 9) MANDATORY PRE-PROPOSAL CONFERENCE

□ M□□D□TOR□ pre□proposal □onferen□e □ill □e □eld at t□e date□time and lo□ation in t□e Timeline□T□e p□rpose of t□is meetin□ is to pro□ide an open for□m for t□e Department to re□ie□ t□e S□ope of Ser□i□es and respond to □□estions from potential proposers re□ardin□t□e s□ope of ser□i□es□RFP re□□irements□□ontra□t□al re□□irements□ met□od of □ompensation□and ot□er □onditions or re□□irements t□at ma□□in an□manner□effe□t t□e □or□to □e performed□□n□□an□es and□or res□ltin□ □ddenda to t□e RFP □ill □e t□e sole prero□ati□e of t□e Department□

**Attendance at this pre-proposal conference is MANDATORY**□Fail□re □□a proposer to attend or □e represented at t□is pre□proposal □onferen□e □ill □onstit□te a non□responsi□e determination of t□eir proposal pa□□a□e□Proposals fo□nd to □e non□responsi□e □ill not □e □onsidered□

## 10) QUALIFICATIONS

□□□□ □eneral

T□e Department □ill determine □□et□er t□e Proposer is □□alified to perform t□e ser□i□es □ein□ □ontra□ted □ased □pon t□eir proposal demonstratin□ satisfa□tor□e□perien□e and □apa□ilit□in t□e □or□area□ T□e Proposer s□all identif□ne□essar□e□perien□ed personnel and fa□ilities to s□pport t□e a□ti□ities asso□iated □it□ t□is proposal□

□□□□ □□alifi□ations of □e□Personnel

T□ose indi□id□als □□o □ill □e dire□tl□in□ol□ed in t□e pro□e□t s□o□ld □a□e demonstrated e□perien□e in t□e areas delineated in t□e s□ope of □or□□Indi□id□als □□ose □□alifi□ations are presented □ill □e □ommitted to t□e pro□e□t for its d□ration □nless ot□er□ise e□□epted □□t□e Department□s Pro□e□t Mana□er□□ □ere State of Florida re□istration or □ertifi□ation is deemed appropriate□a □op□of t□e re□istration or □ertifi□ate s□o□ld □e in□□ded in t□e proposal pa□□a□e□

□□□□ □□t□ori□ed To Do □□siness in t□e State of Florida

In a□□ordan□e □it□ se□tions □□□□□□□□□□□□

Talla□assee□Florida □□□□□
□□□□□□□□□□□□□

□□□□ Li□ensed to □ond□□t □□siness in t□e State of Florida

If t□e □□siness □ein□ pro□ided re□□ires t□at indi□id□als □e li□ensed □□t□e Department of □□siness and Professional Re□□lation□s□□□ li□enses s□o□ld □e o□tained □□t□e proposal d□e date and time□□□t in an□ □ase□ m□st □e o□tained prior to postin□ of t□e intended a□ard of t□e □ontra□t□ For li□ensin□□□onta□t□

Florida Department of □□siness and Professional Re□□lation
Talla□assee□Florida □□□□□□□□□□
□□□□□□□□□□□□□

**11) LIABILITY INSURANCE**

T□e □endor s□all not □ommen□e an□ □or□ □ntil t□e□ □a□e o□tained t□e follo□in□ t□pes of ins□ran□e□and □ertifi□ates of s□□□ ins□ran□e □a□e □een re□ei□ed □□t□e Department□ □or s□all t□e □endor allo□ an□ s□□□ontra□tor to □ommen□e □or□on t□is pro□e□t □ntil all similar ins□ran□e re□□ired of t□e s□□□ontra□tor □as □een so o□tained□ T□e □endor s□all s□□mit t□e re□□ired □ertifi□ates of Ins□ran□e to t□e **Florida Department of Transportation, Procurement Office, Danielle Rose, 801 North Broadway Ave, MS. 1-31, Bartow, FL 33830** □it□in ten □□□□da□s after t□e endin□ date of t□e period for postin□ t□e intended a□ard de□ision**.**

□ □ □o □eneral lia□ilit□ ins□ran□e is re□□ired□

□□ T□e □endor m□st □arr□and □eep in for□e d□rin□ t□e period of t□is □ontra□t a □eneral lia□ilit□ins□ran□e poli□□or poli□ies □it□ a □ompan□a□t□ori□ed to do □□siness in t□e state of Florida□affordin□ p□□li□lia□ilit□ ins□ran□e □it□ □om□ined □odil□in□r□limits of at least □ □□□□□□□□□.00 minim□m□per person and □ □□□□□□□□□.00 minim□m□ea□□ o□□□rren□e□and propert□dama□e ins□ran□e of at least □ □□□□□□□□□.00 minim□m□ea□□ o□□□rren□e□for t□e ser□i□es to □e rendered in a□□ordan□e □it□ t□is □ontra□t□

□ □ T□e □endor m□st □a□e and maintain d□rin□ t□e period of t□is □ontra□t□a professional lia□ilit□ ins□ran□e poli□□or poli□ies or an irre□o□a□le letter of □redit esta□lis□ed p□rs□ant to □□apter □□□□Florida Stat□tes□and Se□tion □□□□□□□Florida Stat□tes□□it□ a □ompan□a□t□ori□ed to do □□siness in t□e state of Florida□affordin□ professional lia□ilit□ □o□era□e for t□e professional ser□i□es to □e rendered in a□□ordan□e □it□ t□is □ontra□t in t□e amo□nt of at least □_____□T□e □endor s□all maintain professional lia□ilit□ □o□era□e for a minim□m of t□ree □ears after □ompletion of t□e ser□i□es rendered □nder t□is □ontra□t□

□ it□ respe□t to an□ □eneral lia□ilit□ins□ran□e poli□□re□□ired p□rs□ant to t□is □□reement□all s□□□ poli□ies s□all □e iss□ed □□ □ompanies li□ensed to do □□siness in t□e State of Florida□ T□e □endor s□all pro□ide to t□e Department □ertifi□ates s□o□in□ t□e re□□ired □o□era□e to □e in effe□t □it□ endorsements s□o□in□ t□e Department to □e an additional ins□red prior to □ommen□in□ an□ □or□ □nder t□is □ontra□t□ T□e □ertifi□ates and poli□ies s□all pro□ide t□at in t□e e□ent of an□ material □□an□e in or □an□ellation of t□e poli□ies refle□tin□ t□e re□□ired □o□era□e□t□irt□da□s ad□an□e noti□e s□all □e □i□en to t□e Department or as pro□ided in a□□ordan□e □it□ Florida la□□

T□e Department s□all □e e□empt from□and in no □a□lia□le for□an□s□ms of mone□ □□i□□ ma□ represent a ded□□ti□le in an□ins□ran□e poli□□□ T□e pa□ment of s□□□ ded□□ti□le s□all □e t□e sole responsi□ilit□ of t□e □endor or s□□□ontra□tor pro□idin□ s□□□ ins□ran□e□ Poli□ies t□at in□□de Self Ins□red Retention □SIR□□ill not □e a□□epted□

**12) PERFORMANCE BOND**

□□ □ □ Performan□e □ond is not re□□ired for t□is pro□e□t□

□□T□e intended a□ard proposer s□all pro□ide t□e Department □it□ a Performan□e □ond in t□e amo□nt of

□□□□□□□ or t□e f□ll amo□nt of t□e proposal□□□□oose one or t□e ot□er□□ T□e Performan□e □ond s□all □e pro□ided □□a s□ret□ □ompan□a t□ori□ed to do □□siness in t□e state of Florida□ T□e Performan□e □ond s□all □e e□e□□ted and f□rnis□ed to t□e Department prior to □ontra□t e□e□□tion and no later t□an ten □□□□da□s after t□e endin□ date of t□e period for postin□ t□e intended a□ard de□ision□□nless t□e Department e□tends t□e time period in □ritin□□ **Failure to provide the required Performance Bond (Form 375-040-27) to the Department within the aforementioned timeframe will void the Intended Award's proposal and the Department will proceed in contracting with the next highest responsive proposer.**

**The proposer must submit, with their Technical Proposal** □a □□rrent letter from a s□ret□ □ompan□or □ondin□ a□ent a□t□ori□ed to do □□siness in t□e state of Florida and □ritten on □ompan□ letter□ead □to do□□ment t□e proposer□s present a□ilit□ to o□tain a Performan□e □ond in t□e amo□nt of □□□□□□□□□□□□ or t□e f□ll amo□nt of t□e proposal□□□□oose one or t□e ot□er□□ Fail□re □□ t□e proposer to pro□ide t□is letter □it□ its response □ill □onstit□te a non□responsi□e determination for its proposal□ **Proposals found to be non-responsive will not be considered**□

## 13) CONTRACT DOCUMENT - STANDARD WRITTEN AGREEMENT

T□e Department□s □Standard □ ritten □□reement□is atta□□ed □ereto and made a part □ereof□ T□e terms and □onditions □ontained t□erein □ill □e□ome an inte□ral part of t□e □ontra□t res□ltin□ from t□is soli□itation□ In s□□mittin□ a proposal□t□e proposer a□rees to □e le□all□ □o□nd □□t□ese terms and □onditions□

## 14) ASSIGNMENT OF WORK AND METHOD OF COMPENSATION

T□e Department s□all re□□est □endor ser□i□es on an as□needed □asis□ For t□e satisfa□tor□ performan□e of ser□i□es and□or deli□er□ of items a□t□ori□ed □t□e □endor s□all □e paid as des□ri□ed in t□e atta□□ed □□□i□it □□□□ Met□od of □ompensation□

## 15) REVIEW OF PROPOSER'S FACILITIES & QUALIFICATIONS

□fter t□e proposal d□e date and prior to □ontra□t e□e□□tion □t□e Department reser□es t□e ri□□t to perform or □a□e performed an on□site re□ie□ of t□e Proposer□s fa□ilities and □□alifi□ations□ T□is re□ie□ □ill ser□e to □erif□ data and representations s□□mitted □□t□e Proposer and ma□□e □sed to determine □□et□er t□e Proposer □as an ade□□ate□ □□alified□and e□perien□ed staff□and □an pro□ide o□erall mana□ement fa□ilities□ T□e re□ie□ ma□also ser□e to □erif□ □□et□er t□e Proposer □as finan□ial □apa□ilit□ ade□□ate to meet t□e □ontra□t re□□irements□

S□o□ld t□e Department determine t□at t□e proposal □as material misrepresentations or t□at t□e si□e or nat□re of t□e Proposer□s fa□ilities or t□e n□m□er of e□perien□ed personnel in□l□din□ te□□ni□al staff□are not ade□□ate to ens□re satisfa□tor□ □ontra□t performan□e□t□e Department □as t□e ri□□t to re□e□t t□e proposal□

## 16) PROTEST OF REQUEST FOR PROPOSAL SPECIFICATIONS

□n□person □□o is ad□erse□affe□ted □□t□e □ontents of t□is Re□□est for Proposal m□st file t□e follo□in□ □it□ t□e Department of Transportation□□ler□of □□en□□Pro□eedin□s□Offi□e of t□e □eneral □o□nsel□□□□ S□□annee Street□ Mail Station □□□ Talla□assee□Florida □□□□□□□□□□

□□ □ □ritten noti□e of protest □it□in se□ent□t□o □□□□□o□rs after t□e postin□ of t□e soli□itation□ t□e noti□e of protest ma□□e Fa□ed to □□□□□□□□□□□□□□ and

□□ □ formal □ritten protest in □omplian□e □it□ Se□tion □□□□□□□□□□ Florida Stat□tes□□ it□in ten □□□□da□s of t□e date on □□i□□ t□e □ritten noti□e of protest is filed□

Fail□re to file a protest □it□in t□e time pres□ri□ed in se□tion □□□□□□□□□□ Florida Stat□tes□or fail□re to post t□e □ond or ot□er se□□rit□ re□□ired □□ la□ □it□in t□e time allo□ed for filin□ a □ond s□all □onstit□te a □ai□er of pro□eedin□s □nder □□apter □□□□ Florida Stat□tes□

## 17) UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any contractor is considered a violation of Section 274e of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

## 18) SCRUTINIZED COMPANIES LISTS

RFP responses of $1 million or more must include a completed Vendor Certification Regarding Scrutinized Companies Lists to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

Section 287.135, Florida Statutes, requires that at the time a vendor submits a bid or proposal for a contract for goods or services of $1 million or greater, the vendor must certify that the company is not on Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

For contracts $1 million and greater, if the Department determines the vendor submitted a false certification under Section 287.135, Florida Statutes, or if the vendor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the contract after it has given the vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135, Florida Statutes, or maintain the contract if the conditions of Section 287.135, Florida Statutes, are met.

## 19) RESERVATIONS

The Department reserves the right to accept or reject any/or all proposals received and reserves the right to make an award without further discussion of the proposals submitted. Therefore, the proposals should be submitted initially in the most favorable manner. It is understood that the proposal will become a part of the Department's official file without obligation to the Department.

## 20) ADDITIONAL TERMS & CONDITIONS

No conditions may be applied to any aspect of the RFP by the proposer. Any conditions placed on any aspect of the proposal documents by the proposer may result in the proposal being rejected as a conditional proposal (see "RESPONSIVENESS OF PROPOSALS"). **DO NOT WRITE IN CHANGES ON ANY RFP SHEET.** The only recognized changes to the RFP prior to proposal opening will be a written Addenda issued by the Department.

## 21) RESPONSIVENESS OF PROPOSALS

### Responsiveness of Proposals

Proposals will not be considered if not received by the Department **on or before** the date and time specified as the due date for submission. All proposals must be typed or printed in ink. A responsive proposal is an offer to perform the scope of services called for in this Request for Proposal in accordance with all requirements of this Request for Proposal and receiving seven (7) points or more on the Technical Proposal. Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A proposal may be found to be irregular or non-responsive for reasons that include, but are not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, and improper and/or undated signatures.

### Multiple Proposals

Proposals ma□ □e re□e□ted if more t□an one proposal is re□ei□ed from a Proposer□ S□□□ d□pli□ate interest ma□ □a□se t□e re□e□tion of all proposals in □ i□□ s□□□ Proposer □as parti□ipated□S□□□ontra□tors ma□appear in more t□an one proposal□

□□□□ Ot□er □onditions

Ot□er □onditions □ i□□ ma□□a□se re□e□tion of proposals in□l□de□□t are not limited to□e□iden□e of □oll□sion amon□ Proposers□o□□io□s la□□of e□perien□e or e□pertise to perform t□e re□□ired □or□□fail□re to perform or meet finan□ial o□li□ations on pre□io□s □ontra□ts□or in t□e e□ent an indi□id□al□firm□partners□ip□or □orporation is on t□e □eneral Ser□i□es □dministration □□□l□ded Parties List□Proposers □□ose proposals□past performan□e□or □□rrent stat□s do not refle□t t□e □apa□ilit□□inte□rit□□or relia□ilit□to f□ll□and in □ood fait□ perform t□e re□□irements of t□e □ontra□t ma□□e re□e□ted as non□responsi□le□ T□e Department reser□es t□e ri□□t to determine □□i□□ proposals meet t□e re□□irements of t□is soli□itation□and □□i□□ Proposers are responsi□e and responsi□le□

## 22) PROPOSAL FORMAT INSTRUCTIONS

□□□□ □eneral Information

T□is se□tion □ontains instr□□tions t□at des□ri□e t□e re□□ired format for t□e proposal□ □ll proposals s□□mitted s□all □ontain t□o parts and □e mar□ed as follo□s□

P□RT I T□□□□I□□L PROPOS□L □□M□□R RFP□DOT□□□□□□□□□□□DR
□One Separatel□Sealed Pa□□a□e for Te□□ni□al□

P□RT II PRI□□ PROPOS□L □□M□□R RFP□DOT□□□□□□□□□□□DR
□One Separatel□Sealed Pa□□a□e for Pri□es□

T□□ S□P□R□T□L□ S□□L□D P□□□□□□S M□□ □□ M□IL□D TO□□T□□R I□ O□□ □□□□LOP□ OR □O□□

□□□□ Te□□ni□al Proposal □Part I□ □□□ □opies and □□□□D
□Do not in□l□de pri□e information in Part I□

T□e Proposer m□st s□□mit one □□□ ori□inal and **(3)** □opies □ □□□□D of t□e te□□ni□al proposal □ i□□ are to □e di□ided into t□e se□tions des□ri□ed □elo□□Sin□e t□e Department □ill e□pe□t all te□□ni□al proposals to □e in t□is format□fail□re of t□e Proposer to follo□ t□is o□tline ma□ res□lt in t□e re□e□tion of t□e proposal□ T□e te□□ni□al proposal m□st □e s□□mitted in a separate sealed pa□□a□e mar□ed "T□□□□I□□L PROPOS□L □□M□□R RFP□DOT□□□□□□□□□□□DR "□

□□ □□□□□□TI□□ S□MM□R□

T□e Proposer s□all pro□ide an □□e□□ti□e S□mmar□to □e □ritten in nonte□□ni□al lan□□a□e to s□mmari□e t□e Proposer□s o□erall □apa□ilities and approa□□es for a□□omplis□in□ t□e ser□i□es spe□ified □erein□ T□e Proposer is en□o□ra□ed to limit t□e s□mmar□to no more t□an ten □□□□pa□es□

□□ PROPOS□R□S M□□□□□M□□T PL□□

T□e Proposer s□all pro□ide a mana□ement plan □ i□□ des□ri□es administration□mana□ement and □e□ personnel□

a□ □dministration and Mana□ement
T□e Proposer s□o□ld in□l□de a des□ription of t□e or□ani□ational str□□t□re and mana□ement st□le esta□lis□ed and t□e met□odolo□□to □e □sed to □ontrol □osts□ser□i□es relia□ilit□and to maintain s□□ed□les□ as □ell as t□e means of □oordination and □omm□ni□ation □et□een t□e or□ani□ation and t□e Department□

□□ Identifi□ation of □e□Personnel

T□e Proposer s□o□ld pro□ide t□e names of □e□personnel on t□e Proposer's team□as □ell as a res□me for ea□□ indi□id□al proposed and a des□ription of t□e f□n□tions and responsi□ilities of ea□□ □e□person relati□e to t□e tas□to □e performed□ T□e appro□imate per□ent of time to □e de□oted e□□l□si□el□for t□is pro□e□t and to t□e assi□ned tas□s s□o□ld also □e indi□ated□

□□ PROPOS□R'S T□□□□I□□L PL□□

T□e Proposer s□all pro□ide a te□□ni□al plan □□i□□e□plains t□eir te□□ni□al approa□□□fa□ilit□□apa□ilities□and prior rele□ant e□perien□e□

a□ Te□□ni□al □pproa□□

T□e Proposer s□o□ld e□plain t□e approa□□□□apa□ilities□and means to □e □sed in a□□omplis□in□t□e tas□s in t□e S□ope of Ser□i□es□and □□ere si□nifi□ant de□elopment diffi□□lties ma□□e anti□ipated and resol□ed□ □n□spe□fi□te□ni□□es to □e □sed s□o□ld also □e addressed□

□□ Fa□ilit□□apa□ilities

T□e Proposer s□o□ld pro□ide a des□ription and lo□ation of t□e Proposer's fa□ilities as t□e□□□rrentl□e□ist and as t□e□□ill □e emplo□ed for t□e p□rpose of t□is □or□□

□□ Prior Rele□ant □□perien□e

T□e Proposer s□o□ld pro□ide a s□mmar□□□it□des□ription□date□and lo□ation of t□e prior rele□ant e□perien□e t□e□□a□e a□□□ired in pro□idin□□performin□t□is □or□□

□□ □ OR□ PL□□

T□e Proposer s□all pro□ide a □ or□Plan □□i□□ sets fort□ on an a□era□e t□e estimated staff□□o□rs for ea□□ s□ill □lassifi□ation t□at □ill □e □tili□ed to perform t□e □or□re□□ired□

□□□□ Pri□e Proposal □Part II□ □□□ □op□

T□e pri□e proposal information is to □e s□□mitted in a separate sealed pa□□a□e mar□ed "PRI□□ PROPOS□L □□M□□R RFP□DOT□□□□□□□□□□□□DR "□ T□e Pri□e Proposal information s□all □e s□□mitted on t□e forms pro□ided in t□e Re□□est for Proposal□

□□□□ Presentin□ t□e Proposal

T□e proposal s□all □e limited to a pa□e si□e of ei□□t and one□□alf □□ele□en in□□es □□□" □ □□"□□ Foldo□t pa□es ma□□e □sed□□□ere appropriate□□□t s□o□ld not e□□eed fi□e □□□per□ent of t□e total n□m□er of pa□es □omprisin□ t□e proposal□ T□pe si□e s□all not □e less t□an □□ point font□ T□e proposals s□o□ld □e inde□ed and all pa□es se□□entiall□n□m□ered□ □indin□s and □o□ers □ill □e at t□e Proposer's dis□retion□

□nne□essaril□ ela□orate spe□ial □ro□□□res□art □or□□e□pensi□e paper and e□pensi□e □is□al and ot□er presentation aids are neit□er ne□essar□nor desired□

It is re□o□ni□ed t□at e□istin□ finan□ial reports□do□□ments□or □ro□□□res□s□□□ as t□ose t□at delineate t□e Proposer's □eneral □apa□ilities and e□perien□e□ma□not □ompl□□it□t□e pres□ri□ed format□It is not t□e intent to □a□e t□ese do□□ments reformatted and t□e□□ill □e a□□epta□le in t□eir e□istin□ form□

**23) "DRUG-FREE WORK PLACE" PREFERENCE**

□ □ene□er t□o or more □ids □□i□□ are e□□al □it□ respe□t to pri□e□□□alit□and ser□i□e are re□ei□ed□t□e Department s□all determine t□e order of a□ard in a□□ordan□e □it□ se□tion □□□□□□□□□□□Florida Stat□tes□and R□le □□□□□□□□□□ Florida □dministrati□e □ode□□□i□□ in□□des a preferen□e for □id responses t□at □ertif□ t□e □□siness □as

implemented a dr□□free □or□pla□e pro□ram in a□□ordan□e □it□Se□tion □□□□□□□□F□S□T□e □Dr□□□Free □ or□pla□e Pro□ram □ertifi□ation□m□st □e □ompleted and s□□mitted □it□ t□e □id response to □e eli□i□le for t□is preferen□e□

**24) COPYRIGHTED MATERIAL**

□op□ri□□ted material □ill □e a□□epted as part of a te□□ni□al proposal onl□if a□□ompanied □□a □ai□er t□at □ill allo□ t□e Department to ma□e paper and ele□troni□ □opies ne□essar□for t□e □se of Department staff and a□ents□It is noted t□at □op□ri□□ted material is not e□empt from t□e P□□li□ Re□ords La□□□□apter □□□□Florida Stat□tes□ T□erefore□s□□□material □ill □e s□□□e□t to □ie□in□ □□t□e p□□li□□□t □opies of t□e material □ill not □e pro□ided to t□e p□□li□□

**25) ATTACHMENT TO RFP SUBMITTAL - CONFIDENTIAL MATERIAL**

T□e Proposer m□st in□□de an□materials it asserts to □e e□empted from p□□li□ dis□los□re □nder □□apter □□□□ Florida Stat□tes□in a separate □o□nd do□□ment la□eled "□tta□□ment to Re□□est for Proposals□□ □m□er RFP□DOT□ □□□□□□□□□□DR □□onfidential Material"□T□e Proposer m□st identif□t□e spe□ifi□Stat□te t□at a□t□ori□es e□emption from t□e P□□li□Re□ords La□□ □n□□laim of □onfidentialit□on materials t□e Proposer asserts to □e e□empt from p□□li□dis□los□re and pla□ed else□□ere in t□e proposal □ill □e □onsidered □ai□ed □□t□e Proposer □pon s□□mission□ effe□ti□e after openin□□

**26) COSTS INCURRED IN RESPONDING**

T□is Re□□est for Proposal does not □ommit t□e Department or an□ot□er p□□li□a□en□□to pa□an□□osts in□□rred □□ an indi□id□al firm□partners□ip□or □orporation in t□e s□□mission of a proposal or to ma□e ne□essar□st□dies or desi□ns for t□e preparation t□ereof□nor to pro□□re or □ontra□t for an□arti□les or ser□i□es□

**27) MAIL OR DELIVER PROPOSAL TO: (DO NOT FAX)**

**Florida Department of Transportation**
**District One MS. 1-31 ATTN: Danielle Rose**
**801 North Broadway Ave**
**Bartow, FL 33830**
**Phone # (863) 519-2212**

It is t□e proposer□s responsi□ilit□to ass□re t□at t□e proposal □Te□ni□al and Pri□e proposal□is deli□ered to t□e proper pla□e **on or before** t□e Proposal D□e date and time □See Introd□□tion Se□tion □Timeline□□Proposals □□i□□ for an□reason are not so deli□ered □ill not □e □onsidered□

□□s□□mittin□a proposal□t□e Proposer represents t□at it □nderstands and a□□epts t□e terms and □onditions to □e met and t□e □□ara□ter□□□alit□and s□ope of ser□i□es to □e pro□ided□

□ll proposals and asso□iated forms s□all □e si□ned and dated in in□ □□a d□l□a□t□ori□ed representati□e of t□e Proposer□

□a□□ Proposer s□all f□l□a□□□aint itself □it□ t□e □onditions relatin□ to t□e performan□e of t□e ser□i□es □nder t□e □onditions of t□is Re□□est for Proposal□T□is ma□re□□ire an on□site o□ser□ation□

**28) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL**

Proposers ma□modif□s□□mitted proposals at an□time prior to t□e proposal d□e date□Re□□ests for modifi□ation of a s□□mitted proposal s□all □e in □ritin□ and m□st □e si□ned □□ an a□t□ori□ed si□nator□ of t□e proposer□ □pon re□eipt and a□□eptan□e of s□□□a re□□est□t□e entire proposal □ill □e ret□rned to t□e proposer and not □onsidered □nless res□□mitted □□ t□e d□e date and time□Proposers ma□ also send a □□an□e in a sealed en□elope to □e opened at t□e same time as t□e proposal□T□e RFP n□m□er□d□e date and time s□o□ld appear on t□e en□elope of

t□e modified proposal□

## 29) PROPOSAL OPENING

□ll proposal openin□s are open to t□e p□□li□□ Te□□ni□al Proposals □ill □e opened □□t□e Department at t□e date□ time and lo□ation in t□e Timeline □See Introd□□tion Se□tion □ Timeline□□ Pri□e Proposals□ □□i□□ □a□e a □orrespondin□ responsi□e Te□□ni□al Proposal□□ill □e opened □□t□e Department at t□e date□time and lo□ation in t□e Timeline □See Introd□□tion Se□tion □ Timeline□□

## 30) PROPOSAL EVALUATION

□□□□ Te□□ni□al Proposal□

□ Te□□ni□al Re□ie□ □ommittee □TR□□□ill □e esta□lis□ed to re□ie□ and e□al□ate ea□□ proposal s□□mitted in response to t□is Re□□est for Proposal □RFP□□ T□e TR□ □ill □e □omprised of at least t□ree persons □it□ □a□□□ro□nd□e□perien□e□and□or professional □redentials in relati□e ser□i□e areas□

T□e Pro□□rement Offi□e □ill distri□□te to ea□□ mem□er of t□e TR□ a □op□of ea□□ te□□ni□al proposal□ T□e TR□ mem□ers □ill independentl□e□al□ate t□e proposals on t□e □riteria and point s□stem esta□lis□ed in t□e se□tion □elo□ entitled "□riteria for □□al□ation" in order to ass□re t□at proposals are □niforml□ rated□ D□e to t□e □omple□it□ of □ertain pro□□rements□t□e TR□ mem□ers are a□t□ori□ed to □ons□lt □it□ s□□e□t matter e□perts for t□e p□rpose of □at□erin□ information□if needed□T□e independent e□al□ations □ill □e sent to t□e Pro□□rement Offi□e and a□era□ed for ea□□ □endor□Proposin□ firms m□st attain an a□era□e s□ore of se□ent□ □□□□points or □i□□er on t□e Te□□ni□al Proposal to □e □onsidered responsi□e□S□o□ld a Proposer re□ei□e fe□er t□an se□ent□ □□□□points for t□eir a□era□e Te□□ni□al Proposal s□ore□t□e Pri□e Proposal □ill not □e opened□

D□rin□t□e pro□ess of e□al□ation□t□e Pro□□rement Offi□e □ill □ond□□t e□aminations of proposals for responsi□eness to re□□irements of t□e RFP□ T□ose determined to □e non□responsi□e □ill □e a□tomati□all□re□e□ted□

□□□□ Oral Presentations T□□R□ □R□ □O OR□L PR□S□□T□TIO□S FOR T□IS PRO□□□T□

□□□□ Pri□e Proposal

T□e Proposer s□all □omplete t□e Pri□e Proposal form and s□□mit as part of t□e Pri□e Proposal Pa□□a□e□ □n□ proposal in □□i□□ t□is form is not □sed or in □□i□□ t□e form is improperl□ e□e□□ted ma□ □e □onsidered non□ responsi□e and t□e proposal □ill □e s□□e□t to re□e□tion□ T□e □endor□s □ompleted form s□all □e□ome a part of t□e □ontra□t □pon a□ard of t□e □ontra□t□

T□e Pro□□rement Offi□e □ill open Pri□e Proposals in a□□ordan□e □it□ Se□tion □□□Proposal Openin□s□ T□e Pro□□rement Offi□e and□or t□e Pro□e□t Mana□er□Te□□ni□al Re□ie□ □ommittee □ill re□ie□ and e□al□ate t□e pri□e proposals and prepare a s□mmar□ of its pri□e e□al□ation□ T□e Pro□□rement Offi□e and□or t□e Pro□e□t Mana□er□Te□□ni□al Re□ie□ □ommittee □ill assi□n points □ased on pri□e e□al□ation □riteria identified □erein□

□□□□ □riteria for □□al□ation

Proposals □ill □e e□al□ated and □raded in a□□ordan□e □it□ t□e □riteria detailed □elo□□

a□ Te□□ni□al Proposal □ □□□□ Points□

Te□□ni□al e□al□ation is t□e pro□ess of re□ie□in□ t□e Proposer□s response to e□al□ate t□e e□perien□e□ □□alifi□ations□and □apa□ilities of t□e proposers to pro□ide t□e desired ser□i□es and ass□re a □□alit□prod□□t□

T□e follo□in□ point s□stem is esta□lis□ed for s□orin□ t□e te□□ni□al proposals□

| | Point □al□e |
|---|---|
| □□ **Management, Organization, and Staffing Plan** | □□ |

□□ **Technical Plan** □□

□□Te□□ni□al □pproa□□ □□□□
□□Fa□ilit□ □apa□ilities □□□□
□□□□ipment □□□□

□□ **Work Plan** □□

□□ Pri□e Proposal □□□□Points

Pri□e e□al□ation is t□e pro□ess of e□aminin□ a prospe□ti□e pri□e □it□o□t e□al□ation of t□e separate □ost elements and proposed profit of t□e potential pro□ider□Pri□e anal□sis is □ond□□ted t□ro□□□ t□e □omparison of pri□e □□otations s□□mitted□

T□e □riteria for pri□e e□al□ation s□all □e □ased □pon t□e follo□in□ form□la□

□Lo□ □rand Total Pri□e **/** Proposer□s □rand Total Pri□e□□Pri□e Points □ Proposer□s □□arded Points

□□T□e Department □ill □se data from pre□io□s a□t□ori□ations iss□ed to de□elop a □□□pot□eti□al Pro□e□t□ □it□ □□antities of spe□ifi□ pa□ items t□at are t□pi□al of t□e a□t□ori□ations iss□ed for t□e t□pe of □or□ □ein□ soli□ited□ontra□ted in t□is RFP□ T□is □□□pot□eti□al Pro□e□t□□ill □e prepared prior to openin□ of t□e te□□ni□al proposals and □ill □e made a□aila□le at t□e p□□li□ openin□□□T□e □nit pri□es s□□mitted for t□e responsi□e proposals a□□ie□in□ t□e minim□m te□□ni□al s□ore stated in se□tion □□□□a□o□e□□ill □e □sed for t□e items spe□ified in t□e □□□pot□eti□al Pro□e□t□to □enerate a □rand Total Pri□e for ea□□ responsi□e proposal□

□□T□e □riteria for pri□e e□al□ation s□all □e □ased on t□e □rand Total Pri□e for t□e □□□pot□eti□al Pro□e□t□ for ea□□ responsi□e proposal and t□e follo□in□ form□la□

□Lo□ □rand Total Pri□e **/** Proposer□s □rand Total Pri□e□□Pri□e Points □ Proposer□s □□arded Points

## 31) POSTING OF INTENDED DECISION/AWARD

□□□□□ T□e Department□s de□ision □ill □e posted on t□e Florida □endor □id S□stem□at □□□□m□florida□□om□□□li□□ on □□□SI□□SS□□□li□□on □Doin□ □□siness □it□ t□e State□□□nder □□er□t□in□ for □endors and □□stomers□□ □li□□on □□endor □id S□stem □□□S□□□on date and time in t□e Timeline□and □ill remain posted for a period of Pro□eedin□s□Offi□e of t□e □eneral □o□nsel□□□□ S□□annee Street□Mail Station □□□Talla□assee□Florida □□□□□□□□□□□□

□□ □ □ritten noti□e of protest □it□in se□ent□t□o □□□□□o□rs after postin□ of t□e Intended □□ard□t□e noti□e of protest ma□ □e Fa□ed to □□□□□□□□□□□□□□□and

□□ □ formal □ritten protest and protest □ond in □ompli□an□e □it□ Se□tion □□□□□□□□□Florida Stat□tes□□it□in ten □□□□da□s of t□e date on □□i□□ t□e □ritten noti□e of protest is filed□ □t t□e time of filin□ t□e formal □ritten protest□a □ond □a□as□ier□s □□e□□or mone□order ma□□e a□□epted□pa□a□le to t□e Department m□st also □e s□□mitted in an amo□nt e□□al to one per□ent □□□ □of t□e estimated □ontra□t amo□nt □ased on t□e □ontra□t pri□e s□□mitted □□t□e protestor□

Fail□re to file a protest □it□in t□e time pres□ri□ed in Se□tion □□□□□□□□□Florida Stat□tes□or fail□re to post t□e □ond or ot□er se□□rit□re□□ired □□la□ □it□in t□e time allo□ed for filin□ a □ond s□all □onstit□te a □ai□er of pro□eedin□s □nder □□apter □□□□Florida Stat□tes□

□□□□ □Ina□ilit□ to Post□

If t□e Department is □na□le to post as defined a□o□e□t□e Department □ill notif□ all proposers □□ ele□troni□

notification on the Florida Vendor Bid System (see special condition [illegible] above) or mail, fax and/or telephone. The Department will provide notification of any further posting in a timely manner.

[illegible] Request to Withdraw Proposal.

Requests for withdrawal will be considered if received by the Department in writing within seventy-two (72) hours after the price proposal opening time and date. Requests received in accordance with this provision will be granted by the Department upon proof of the impossibility to perform based upon obvious error on the part of the proposer.

## 32) AWARD OF THE CONTRACT

Services will be authorized to begin when the Vendor receives the following documents as appropriate indicating the encumbrance of funds and award of the contract.

a. Standard Written Agreement document executed by both parties and a Written Task or Order issued by the Project Manager.

## 33) RENEWAL

Upon mutual agreement by the Department and the Contract Vendor may renew the Contract for a period that may not exceed 3 years or the term of the original Contract, whichever is longer. The renewal must be in writing and signed by both parties and is subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the parties. Any renewal shall specify the renewal price as set forth in the solicitation response except that an agency may negotiate lower pricing. Renewal is contingent upon satisfactory performance evaluations and subject to the availability of funds.

## 34) EQUITABLE ADJUSTMENT

At the discretion of the Department, Contract price adjustments may be allowed in accordance with General Condition [illegible] of Form PUR [illegible] attached hereto. The Contract Vendor shall provide written notice to the Department requesting a price adjustment and written approval from the Department's Contract Manager is required prior to commencing with the price adjustment effective the subsequent invoice period. The Contract Vendor must provide documentation to the Department to support the request for pricing adjustments. Unit price adjustments due to fuel cost increases or decreases shall utilize the Federal Government's Annual Owner Review to display changes in material costs. The following website can be used as support for the submitted unit price adjustment request: http://tonto.eia.doe.gov/oog/info/wdu/asdiesel.asp. Information from this website will only be used as supporting documentation and must accompany the request for a price adjustment.

## 35) ATTACHED FORMS

Exhibit [illegible] Scope of Services
Exhibit [illegible] Method of Compensation
Exhibit [illegible] Contract Price Proposal
Appendixes 1-8 (Will be provided in CD format at Pre-proposal conference)
Drug-Free Workplace Program Certification Form [illegible]
MBE Planned Utilization Form [illegible]
DBE Participation Statement
Bid Opportunity List
Vendor Certification Regarding Scrutinized Companies Lists Form [illegible] proposals of $1 Million or more.
Appendix I - Federal Aid Terms & Conditions (listed as appendix 9 in Exhibit "A")
Appendix II - Information Technology Resources (listed as appendix 10 in Exhibit "A")

## 36) TERMS AND CONDITIONS

### 36.1 General Contract Conditions (PUR 1000)

The State of Florida's General Contract Conditions are outlined in form PUR 1000 which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference and in terms and conditions set forth in this ITB document take precedence over the PUR 1000 form where applicable.
http://www.dms.myflorida.com/content/download/117137/650685/pur1000.pdf

The following paragraphs do not apply to this Invitation to Bid:
Paragraph 2 Dispute Resolution (PUR 1000)
Paragraph 3 PRIDE (PUR 1000) when federal funds are utilized.

### 36.2 General Instructions to Respondents (PUR 1001)

The State of Florida's General Instructions to Respondents are outlined in form PUR 1001 which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference and in terms and conditions set forth in this ITB document take precedence over the PUR 1001 form where applicable.
http://www.dms.myflorida.com/content/download/117137/650685/pur1001.pdf

The following paragraphs do not apply to this Invitation to Bid:
Paragraph 2 Electronic Submission (PUR 1001)
Paragraph 3 Terms and Conditions (PUR 1001)
Paragraph 4 Questions (PUR 1001)

## 37) ORDER OF PRECEDENCE

All responses are subject to the terms and conditions of this solicitation. In case of conflicts, all take the following order of precedence listed:

Special Conditions
Exhibit "A" – Scope of Services
Exhibit "B" – Method of Compensation
Exhibit "C" – Contract Price Proposal
Appendixes 1-8 (Will be provided in CD format at Pre-proposal conference)
Drug-Free Workplace Program Certification (Form 375-040-18)
MBE Planned Utilization (Form 375-040-24)
DBE Participation Statement
Bid Opportunity List
Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60) (proposals of $1Million or more)
Appendix I - Federal Aid Terms & Conditions ( listed as appendix 9 in Exhibit "A")
Appendix II - Information Technology Resources (listed as appendix 10 in Exhibit "A")
General Conditions (PUR 1000)
Introduction Section

State of Florida

Department of Transportation




DISTRICT ONE

# EXHIBIT "A"
# Scope of Services

## District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One

| |
|---|
| Financial Project Number: [redacted] |
| Proposal/Contract Number: RFP-DOT-[redacted]DR |

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**APPENDIX 1 - 8: WILL BE PROVIDED IN A CD FORMAT AT MANDATORY PRE-PROPOSAL CONFERENCE : 2-27-2018 @ 1:00PM**

# EXHIBIT A - SCOPE OF SERVICES

## 1 OBJECTIVE

The Florida Department of Transportation District One Intelligent Transportation Systems (ITS) Section, hereafter known as the Department, requires maintenance services by an ITS Device Maintenance firm, hereafter known as the Contractor, for ITS devices and infrastructure hereafter known as the System, located in the counties of Collier, Lee, Charlotte, Sarasota, Manatee, Okeechobee, Glades, Hardee, Hendry, Highlands, DeSoto, and Polk. The primary area of responsibility under this contract will be for interstate ITS devices in District One on I-75 from the Collier/Broward County Line north to the I-275 interchange in Manatee County; however, the Contractor may be asked to provide maintenance services for any device in the System located on any roadway within District One. Currently, the cities and counties operate and maintain the arterial roadway ITS devices.

The System (mainly along the interstate) uses a State-owned version of software known as SunGuide to interface between the Regional Traffic Management Center (RTMC) and ITS field devices.

Department ITS operations are managed from two RTMCs: The Southwest Interagency Facility for Transportation (SWIFT Center) located at 10041 Daniels Parkway, Fort Myers and the Satellite Transportation Management Center (STMC) located at 2101 47$^{th}$ Terrace East, Bradenton, both hereafter known as SunGuide RTMC.

The Contractor shall provide the ITS maintenance services as described in the Contract documents, 24 hours a day, 7 days a week and year-round for the term of the Contract. This System consists of, but is not limited to, the following:

The following list is not intended to be all-inclusive, but should frame the general nature of devices and infrastructure that the Contractor may be expected to maintain. This might include items such as traffic signal controllers and other arterial system equipment. There may be other forces, including in-house staff, other maintaining agencies, or other contractors, who are authorized to perform similar services within the coverage area of this Contract. Standard practice and requirements for coordination of contractor activities, such as those within the Department's *Standard Specifications for Road and Bridge Construction*, are applicable in such cases.

- Traffic control signal and ITS device lightning protection, grounding and surge suppression,
- Conduit,
- Communications cable,
- Electrical conductor cable,

- Pull, splice, and junction boxes,
- Electrical power service assemblies,
- Pre-stressed concrete, steel and aluminum poles,
- Vehicular signal assemblies,
- Vehicle detection system (VDS) assemblies,
- Traffic controller assemblies,
- Equipment cabinets,
- Ramp metering assemblies,
- Video equipment including closed-circuit television (CCTV) cameras, video encoders/decoders, and video wall components,
- Network devices including aggregation/distribution, edge switches, terminal servers, Ethernet extenders, and media converters,
- Highway signing, including dynamic message signs (DMS) and electronic display signs as well as portable and arterial signs and their supports including structures,
- Camera lowering device (CLD) systems,
- Road weather information systems (RWIS)
- Highway advisor radios (HAR) / beacons assemblies,
- Wireless communication devices,
- Leased line communications,
- Portable and permanent emergency power generators,
- Uninterruptable power supplies (UPS) and power distribution units (PDU),
- Adaptive signal control technology (ASCT) system,
- Communications hubs and equipment shelters,
- Environmental conditioning equipment, and
- Hardware, software, and firmware related to ITS equipment and other traffic control devices.

The System described in this Scope of Services shall cover all existing and future ITS elements within the geographic coverage area and term defined in this agreement, hereafter known as the Contract. This is a performance based contract where the Contractor's compliance with this Scope of Services is evaluated periodically during the term of the Contract.

## 1.1 Item Additions and Deletions

During the Contract period and any renewal periods, the Department shall have the right to add or delete Items (services and/or commodities) from this Contract. Any new Items added shall be at the requirements, specifications, terms, and conditions stated herein or as later stipulated by the Department, and at mutually agreed pricing accepted, in writing, by

both the Contractor and the Department. Items may be removed at the sole discretion of the Department, per the requirements, terms, and conditions herein and/or as permitted by Florida Statutes or Florida Administrative Code.

Due to the changing dynamics within any ITS, the Contractor will be able, upon written authorization by the Department's Project Manager and upon supplemental agreement to the Contract as to compensation and time, to perform additional services pertaining to the support and/or maintenance of the ITS field devices and infrastructure not otherwise identified in this Contract as may be required by the Department.

## 2 KEY TO ACRONYMS, ABBREVIATIONS AND DEFINITIONS

APL – Approved Products List

ASCT – Adaptive Signal Control Technology

CADD – Computer-Aided Design and Drafting

CCTV – Closed-Circuit Television

DMS – Dynamic Message Signs

FDLE – Florida Department of Law Enforcement

FOC – Fiber Optic Cable

HAR – Highway Advisory Radio

IT – Information Technology

ITS – Intelligent Transportation Systems

ITSFM – ITS Facility Management

MOT – Maintenance of Traffic

NMS – Network Monitoring System

NTP – Notice to Proceed

OEM – Original Equipment Manufacturer

OSHA – Occupational Safety and Health Administration

OTDR – Optical Time Domain Reflectometer

RMA – Return Material/Merchandise Authorization

RTMC – Regional Transportation Management Center

RWIS – Road Weather Information System

SOG – Standard Operating Guideline

SOP – Standard Operating Procedure

SOS – Scope of Services

SUE – Subsurface Utility Engineering

TMC – Transportation Management Center

TWO – Task Work Order

UPS – Uninterruptable power supplies

US – United States

VDS – Vehicle Detection System (includes all types of detection including Microwave Vehicle Detection System (MVDS)

Letter of Authorization (LOA) or Task Work Order (TWO) - A letter of authorization or task work order issued by the Department or the Department's Project Manager (or his/her designee) authorizing the Contractor to commence work on a specific task in accordance with the contractual services being performed/provided by the Contractor as described in the Contract. Completion due dates and fees are specified in the LOA/TWO.

Notice to Proceed - A letter issued by the Contractual Services Office or the Department's Project Manager (or his/her designee) authorizing the start of the Contract. There shall be one Notice to Proceed issued for the initial Contract. For any additional work that may be added to the initial Contract by Supplemental Agreement, an additional Notice to Proceed shall be issued.

Per Intersection – Per intersection includes all ASCT devices, equipment, components, etc. for the operations of a complete ASCT system at a signalized intersection. For example, at an ASCT signalized intersection, all video detection equipment for all approaches and all adaptive signal control equipment shall be collectively referred to as per intersection when the term Per Intersection is used.

Per Site – Per Site includes all ITS devices, equipment, components, etc. for the operations of a complete ITS site. For example, at a Road Weather Information System (RWIS) site,

all sensors, remote processing units, cabling, ITS cabinets, and all devices inside the cabinets including Ethernet switches and UPS shall be collectively referred to as per site when the term Per Site is used.

Per Unit – Per Unit includes only specific ITS devices, equipment, components, etc. For example, if multiple VDS units and/or cameras are collocated on one pole, then each VDS unit/camera shall be separately referred to as per unit when the term Per Unit is used.

# 3 USE OF APPROVED PRODUCTS

The Contractor shall follow the Department's latest *Standard Specifications for Road and Bridge Construction*. The Contractor shall review the Department's *Approved Product List* (*APL*) for devices required as part of the work and must utilize approved products. All devices furnished by the Contractor shall be new and unused.

# 4 SERVICES TO BE PROVIDED

## 4.1 Overview of Maintenance Services Required

The objective of services required under this Contract is to ensure continuous 24 hours a day, 7 days a week, year-round system operation and functionality of all components of the System. The Department will assign a Project Manager responsible for oversight of this Contract and assignment of tasks to the Contractor. References to the Department or the Department's Project Manager within this scope include the Department's Project Manager or designees.

The Contractor will be evaluated periodically based on performance evaluation criteria specified in this Contract. The Contractor will be required to perform new device and infrastructure installations and replacement equipment installations as needed and as requested by the Department; all System support, including but not limited to scheduled, preventive maintenance; and failed or destroyed component replacement. All services shall be performed on a LOA/TWO system as directed by the Department's Project Manager.

The Contractor shall be on-call 24 hours a day, 7 days a week, year-round for the duration of the Contract to respond to emergency repair and/or replacement work, including but not limited to hurricane watches and warnings. If a State of Emergency is declared by the Governor of Florida, the Contractor may be called upon to provide repair and replacement services associated with disaster recovery. The Contractor shall provide the Department's Project Manager with a list of telephone numbers that will be answered at all times by the Contractor's personnel. The Contractor shall maintain staffing levels required by this Scope of Services document at all times to ensure services required by the Scope of Services document and appendices under this Contract are met.

Throughout the term of this Contract, the Department's Project Manager will conduct reviews of the Contractor's work and daily operations. The Contractor shall cooperate and assist the Department's Project Manager throughout the review process.

### 4.1.1 Applicable Specifications and Standards

All work shall be prepared using English units in accordance with the latest editions of standards and requirements utilized by the Department, which include, but are not limited to, publications such as:

- 29 Code of Federal Regulations (CFR), Part 1910.1101 – Asbestos Standard for Industry, U.S. Occupational Safety and Health Administration (OSHA)
- 29 CFR, Part 1926, 1101 – Asbestos Standard for Construction, OSHA
- 40 CFR, Part 61, Subpart M - National Emission Standard for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA)
- 40 CFR, Part 763, Subpart E – Asbestos-Containing Materials in Schools, EPA
- 40 CFR, Part 763, Subpart G – Asbestos Worker Protection, EPA
- Americans with Disabilities Act Accessibility Guidelines
- CADD (Computer-Aided Design and Drafting) Manual
- CADD Production Criteria Handbook
- Ch. 469, F.S. – Asbestos Abatement, Florida Department of Business and Professional Regulation
- Ch. 62257, Florida Administrative Code – Asbestos Program, Florida Department of Environmental Protection
- Code of Federal Regulations
- Florida Administrative Codes
- Florida Department of Business & Professional Regulations Rules
- Florida Department of Environmental Protection Rules
- Florida Department of Transportation Basis of Estimates Manual
- Florida Department of Transportation Design Standards (to be updated to the Standard Plans in Fiscal Year 2018/2019)
- Florida Department of Transportation Instructions for Structures Related Design Standards
- Florida Department of Transportation Materials Manual
- Florida Department of Transportation Design Manual (formerly Plans Preparation Manual)
- Florida Department of Transportation Standard Specifications for Road and Bridge Construction
- Florida Statutes
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Manual on Uniform Traffic Control Devices, Federal Highway Administration

- Standard Highway Signs Manual, Federal Highway Administration
- Florida Department of Transportation Traffic Engineering Manual
- National Electrical Safety Code
- National Electrical Code
- Florida Department of Transportation Structures Manual
- Florida Department of Transportation Structures Design Office Temporary Design Bulletins (available on Florida Department of Transportation Structures web site only)
- Florida Department of Transportation Preferred Details (available on Florida Department of Transportation Structures web site only)

The Contractor shall reference the latest version of documents as approved by the Department.

### 4.1.2 Scheduled Preventive Maintenance

Typical scheduled preventive maintenance (PM) includes system inspection and other activities recommended by equipment manufacturers to be performed at periodic intervals. During the term of the Contract, the Contractor shall develop periodic maintenance intervals and activities and shall perform scheduled, periodic preventive maintenance based upon the District One ITS Maintenance Procedures Handbook document and manufacturer recommendations as approved by the Department's Project Manager. Scheduled preventive maintenance also includes periodic inspections and cleaning as well as documentation of these actions. The Department has provided preventive maintenance checklists as part of the ITS Maintenance Procedures Handbook to ensure that consistent and comprehensive maintenance activities are executed correctly and documented by the Contractor. As part of the ITS Maintenance Procedures Handbook document update, the Contractor shall update the preventive maintenance checklists and submit them for Department's review and approval. The Contractor shall follow the most up to date version of the Department's preventive maintenance checklists in performing the preventive maintenance services. At a minimum, the Contractor shall be responsible for performing adequate preventive maintenance services as per manufacturer's recommendation and to ensure that the manufacturer warranties remain valid.

Scheduled preventive maintenance may include, but is not limited to:

1. General cleaning and dust removal from equipment, cabinets, and enclosures, including air filter replacement as well as general operational checks such as operational checks of fans and other system components;

2. Cleaning of CCTV camera housing, including application of rain repellent, re-pressurization, and video feed quality verification;

3. Checking door locks (Cyber Keys if equipped), entry detection sensors, and lubricating locks and other mechanisms;

4. Visually inspecting devices, cabinets, and enclosure exteriors, and checking for corrosion, punctures, graffiti, and vandalism;

5. Ensuring that cabinet labels and other equipment identification is affixed properly to equipment and clearly visible.

6. Visually inspecting equipment status light-emitting diodes, light fixtures, light bulbs and wiring;

7. Physical testing and inspection of grounding system, surge protective devices, connections, and cable assemblies;

8. Inspecting UPS functionality by simulating power failure at a disconnect, inspecting UPS batteries for corrosion and/or swelling and battery replacement when necessary;

9. Cleaning and removal of debris;

10. Pest control, including placement of barriers to prevent rodent entry;

11. Ensuring that cabinet documentation is available within the cabinet, such as in a clear document holder or within a document drawer, and that it provides comprehensive and accurate information, including wiring diagrams, service log, and other equipment information;

12. Providing weed and grass control around devices and technician pads;

13. Performing generator inspection (including fluids) testing, and checking fuel level;

14. Cleaning solar panels and batteries;

15. Checking antennas and mounting hardware for structural integrity and alignment; and

16. Adjusting and calibrating vehicle detection systems, including, but not limited to:

    a. Inductive loop detection systems

    b. Microwave vehicle detection systems

    c. Video vehicle detections systems

    d. Wireless magnetometer detection systems

e. Automatic vehicle identification systems

The Contractor shall provide Preventive Maintenance services during off-peak hours on weekdays, typically from 10:00 AM to 3:00 PM or 8:00 PM to 5:00 AM, and weekends when the preventive maintenance activities involves MOT/lane closures or equipment downtime for the term of the Contract. Based on the location of an ITS device, the actual peak hours may vary and the Contractor needs to coordinate with the Department and modify the above times for performing Preventive Maintenance services. The Department may change or extend these hours at its discretion. For all other instances, the Contractor may choose to perform the Preventive Maintenance services at any time.

The Contractor shall contact the SunGuide RTMC Operations staff to report any downtime prior to performing the preventive maintenance at the field site. Field technicians shall take all essential parts, and tools necessary to perform the preventive maintenance, and repair any minor deficiencies observed at the site. Minor deficiencies include but not limited to, a device cable being unplugged, tripped circuit breaker, loose connector, etc. Such deficiencies shall be corrected as part of the preventive maintenance services. For all major deficiencies such as, but not limited to, a non-functional device site with damaged equipment, components exposed to weather, exposed power cabling, or items constituting a safety hazard such as structural damages, the Contractor shall work with Department's Project Manager (or his/her designee) for work authorization to rectify those issues. For all infrastructure deficiencies identified during the Preventive Maintenance services, regardless of major or minor, the Contractor shall report to the Department within 24 hours in writing and include it as part of the Monthly Preventive Maintenance Report.

#### 4.1.2.1 Assignment of Preventive Maintenance Work

The Department shall assign the preventive maintenance services work to the Contractor using a Work Order based on fixed fee costs (unit total cost) as identified in the Exhibit "C" Contract Price Proposal. Before performing any Preventive Maintenance services, the Contractor shall prepare and submit to the Department's Project Manager (or his/her designee) for review and approval, a detailed Preventive Maintenance Plan on an annual basis.

#### 4.1.2.2 Preventive Maintenance Plan

The Preventive Maintenance Plan **(official deliverable)** developed by the ITS Maintenance Contractor shall include detailed preventive maintenance procedures along with checklists of the preventive maintenance tasks to be performed for all ITS devices deployed in the District. The plan shall include an annual time schedule of all preventive maintenance activities scheduled and periodic interval of each activity for each device during the fiscal year. The Preventive Maintenance Plan shall include at a minimum, all preventive

maintenance procedures described in this Scope of Services and the District One ITS Maintenance Procedure Handbook document including checklists. The Preventive Maintenance Plan shall be printed and bound, per system and per corridor, sorted by device ID in ascending order. The initial Preventive Maintenance Plan shall be submitted to the Department's Project Manager for approval at the end of the Transition Plan and shall be continuously updated as needed throughout the year to reflect any and all changes to the Plan with an official annual update that is final approved by the Department by June 15 of each year. For ensuring that the Preventive Maintenance Plan is finalized and approved by the Department by June 15 of each year, the Contractor shall submit a draft report to the Department for review and comments by May 1 of each year.

#### 4.1.2.3 Monthly Preventive Maintenance Schedule

The Contractor shall prepare and submit a Monthly Preventive Maintenance Schedule **(official deliverable)** as part of the Monthly Status Report to the Department for review and approval. The Monthly Preventive Maintenance Schedule shall be submitted at least 2 business days prior to the Monthly Contract Meeting. The Monthly Preventive Maintenance Schedule shall be printed and bound, per system and per corridor, sorted by device ID in ascending order and delivered to the Department. The Monthly Preventive Maintenance Schedule shall describe all scheduled Preventive Maintenance activities for the upcoming month. For any deviations from the schedule, the Contractor shall request approval from the Department. In addition to the schedule, the Contractor shall coordinate with the SunGuide RTMC Operations staff prior to performing the actual preventive maintenance work at least 72 hours but, not more than 7 calendar days in advance of any scheduled maintenance work. The Department shall reserve the right to request the Contractor reschedule the dates if the SunGuide RTMC Operations is utilizing a device site scheduled for Preventive Maintenance services. Should this happen, the Contractor shall reschedule the preventive maintenance services for another day. The Contractor shall notify the RTMC Operations from the field at the time of performing the preventive maintenance activities which may result in equipment being offline. Based on the preventive maintenance schedule, the ITS Maintenance Contractor shall identify all Maintenance of Traffic (MOT) and lane closure requirements necessary to perform preventive maintenance services on the selected devices and submit the necessary information for approval as detailed in MOT Requirements section of this Scope of Services document. The Monthly Preventive Maintenance Schedule shall at a minimum include:

- Proposed dates of Preventive Maintenance visits;
- Proposed locations of site visits;
- Device ID number;
- MOT applicability;

- Other items as requested by the Department.

#### 4.1.2.4 Monthly Preventive Maintenance Report

The Contractor shall prepare and submit a Monthly Preventive Maintenance Report **(official deliverable)** as part of the Monthly Status Report to the Department for review and approval. The Preventive Maintenance Report shall include the details of the preventive maintenance activities performed at each device site, completed checklists, listing of all parts or materials used, and any database reports. The Monthly Preventive Maintenance Report shall be printed and bound, per system and per corridor, sorted by device ID in ascending order and delivered to the Department. The Monthly Preventive Maintenance Report shall be submitted to the Department's Project Manager (or his/her designee) on a monthly basis at least 2 business days prior to the Monthly Contract Meeting. The Monthly Preventive Maintenance Report shall include all field observations gathered, all items checked, verified and repairs made during each Preventive Maintenance visit. The Contractor shall take pictures before and after each Preventive Maintenance visit and include the pictures in the Monthly Preventive Maintenance Report. Each picture shall be clear and in focus and shall include a timestamp showing the date and time when the picture was taken.

#### 4.1.2.5 Compensation for Preventive Maintenance Services

The Department shall compensate the Contractor based on fixed fee (unit total cost) at the amounts established under Exhibit "C", Contract Price Proposal. Below are the work descriptions for some of the various items but not necessarily all listed under this work category.

CCTV Camera System: The CCTV camera system preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the CCTV camera site. This includes but is not limited to, CCTV camera, camera lowering device, camera pole, mounting brackets, associated cabinet, communications and network equipment, power equipment, grounding, lightning protection, surge protection devices, cables, UPS and batteries, PDU and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

Dynamic Message Sign (DMS) System: The DMS preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the DMS site. This includes but is not limited to, using a bucket truck to service DMS panel, DMS controller, mounting brackets, associated cabinet, communications and network equipment, power equipment, grounding, lightning protection, surge protection devices, cables, UPS and batteries, PDU and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

Microwave Vehicle Detection System (MVDS): The MVDS preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the MVDS site including **full lane by lane calibration as per the latest District One's MVDS calibration procedures as referenced in the ITS Maintenance Process and Procedures Handbook**. This includes but is not limited to, the detector unit, detector pole, mounting brackets, associated junction box/cabinet, communications and network equipment, power equipment, grounding, lightning protection, surge protection devices, cables, UPS and batteries, PDU and other ancillary equipment, and pest control. For locations where a MVDS unit is collocated with other ITS components like a CCTV camera, DMS Sign structure etc., the Contractor shall be compensated separately for each device. For locations with multiple MVDS units, the Contractor shall be compensated separately for each unit serviced. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

Communications Hub Building: The communications hub building preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the hub building site. This includes but is not limited to, hub building, AC units, generator units, fuel tanks, UPS and batteries, PDU, communications and network equipment, power equipment, grounding, lightning protection, surge protection devices, cables, and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

Ramp Metering System: The Ramp Metering System preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the Ramp Metering site, and the corresponding advisory sign flashing beacon sites. This includes but is not limited to, all ramp signals (pole and heads), detection system supporting the ramp signal operations (typically inductive loops and magnetometer technology equipment), supporting flashing beacon assemblies, cameras located on top of the signal heads (if applicable), cables, associated cabinet, controller, communications and network equipment, power equipment, grounding, lightning protection, surge protection devices, cables, UPS and batteries, PDU and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost). The mainline MVDS that are integrated with the Ramp Metering System shall be paid separately using the MVDS preventive maintenance pay item.

Speed Check Sign: The speed check sign preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the speed check sign site. This includes but is not limited to, sign, speed detectors, electronic display panel, controller, associated cabinet, communications and network equipment, power equipment, solar panel assembly and batteries, UPS and batteries, PDU, grounding, lightning protection, surge protection devices, cables, and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

Inductive Loops Detection System: The inductive loops detection system preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the inductive loops site. This pay item is for inductive loops sites that are not part of the ramp signalling system. This includes but is not limited to, all loops, controller, cables, associated cabinet, UPS and batteries, PDU, communications and network equipment, power equipment, grounding, lightning protection, surge protection devices, cables, and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

Magnetic (Magnetometer) Traffic Detection System: The magnetic traffic detection system preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the site. This pay item is for sites that are not part of the Ramp Metering System. This includes but is not limited to, all detector units at the site, pole, wireless equipment, mounting brackets, associated junction box/cabinet, UPS and batteries, PDU, communications and network equipment, power equipment, grounding, lighting protection, surge protection devices, cables, and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

Highway Advisory Radio (HAR) System: The HAR preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the HAR transmitter site and the corresponding HAR advisory signs/beacons. This includes but is not limited to, transmitter, pole, flashing beacon assemblies, solar panel assembly and batteries (if applicable), associated cabinet, UPS and batteries, PDU, communications and network equipment, power equipment, grounding, lightning protection, surge protection devices, cables, and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

Flashing Beacon System: The flashing beacon system preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the flashing beacon sites. This includes but is not limited to, static sign, flashing beacon assembly, pole, controller, mounting brackets, associated cabinet, communications and network equipment, power equipment, solar panel assembly and batteries, grounding, lightning protection, surge protection devices, cables, and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

Portable Generators: The portable generators preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be performed to the portable generators such as replenishing the fuel, oil, filters, and other system components, and running the generator to ensure proper operation.

Permanent Mount Generators: The permanent mount generators preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be performed to

the permanent mount generators such as replenishing the fuel, oil, filters, and other system components, and running the generator to ensure proper operation, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

Road Weather Information System: The RWIS preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the RWIS site. This includes but is not limited to, cleaning and inspecting all sensors for proper operation, mounting brackets, associated cabinet, communications and network equipment, power equipment, grounding, lightning protection, surge protection devices, cables, UPS and batteries (if applicable), PDU and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

Adaptive Signal Control Technology (ASCT) system: The ASCT system preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at each signalized intersection. This includes but is not limited to, video detection cameras, all ASCT equipment, associated communications and network equipment, power equipment, grounding, lightning protection, surge protection devices, cables, and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

### 4.1.3 Diagnostic and Troubleshooting Services

Non-scheduled maintenance includes reactive maintenance, replacements, repairs, and diagnostic work necessary to correct deficiencies and keep the System operational. The Contractor shall provide diagnostic and troubleshooting services when equipment is inoperable and field troubleshooting is needed to identify the problem. The Contractor must document troubleshooting and repair activities and services performed at the site. This service may at the Department's discretion be handled under a General Services LOA/TWO held open for on–going support services. If no General Services LOA/TWO is open, the Department will send an electronic request to the Contractor to provide the service. At that time, the Contractor shall be authorized to perform basic troubleshooting services and minor repairs. The service request shall be updated by the Contractor to describe in detail the completed services or any additional service needed at the site. The request shall be submitted to the Department for approval by the Department's Project Manager before additional service can be performed.

The Contractor shall only be allowed to bill a maximum of two (2) hours for troubleshooting any device site under this Contract. This does not include travel time to the device site. Travel time is incidental. The Contractor will not receive any additional compensation for travel time. Exceeding this time criteria may be granted for unusual circumstances but requires justification from the contractor and authorization from the Department. Major repairs require approval by the Department's Project Manager before additional service can be performed.

If the Contractor detects a device that exhibits frequent failures, or requires an on/off/on power cycle to maintain operation, it shall be the responsibility of the Contractor to notify the Department, contact the equipment manufacturer, and recommend corrective action to the Department. It is the responsibility of the Contractor to service equipment and restore System components to a 100 percent functional status and ensure all devices are online. The Contractor is responsible for all troubleshooting and repair of System devices. The Department Project Manager may provide RTMC Operations staff and resources to assist the Contractor with troubleshooting and repair.

Should a device continue to fail and the issue cannot be resolved by repair or replacement, the Department, at its sole discretion, may remove the device from the Contractor's responsibility.

The Contractor, through diagnostic service, shall investigate the cause for the failure of equipment and determine if the failure is related to a storm event, materials or workmanship, supplied power, leased communications, electrical and/or mechanical components, hardware or software, or other failures. The diagnostic results shall define the type of repair needed to restore the device(s) to 100 percent functional status. The Contractor shall investigate whether or not failures are covered under existing equipment warranties. If the diagnosis indicates the need for repairs or parts replacement, the Contractor shall follow the procedures established between the Contractor and the Department's Project Manager under this Contract.

### 4.1.4 Repair Services

Repairs and/or parts replacement will be covered under LOAs/TWOs. The Contractor shall submit written request(s) to the Department's Project Manager for approval of any additional labor usage and expenditures that are not covered under a LOA/TWO. Descriptions of additional labor, materials, and equipment shall be included as part of a work request as well as a justification for the work. Repairs that require expertise and/or specialized equipment of the manufacturer shall be considered original equipment manufacturer (OEM) repairs. OEM repairs are those specialized repairs that cannot be made by the Contractor and must be made by a manufacturer or Contractor of the equipment/component. On an as-needed basis, the Contractor shall notify the Department's Project Manager of OEM repairs necessary for the continued safe and efficient operation of the System. The Department's Project Manager will review the proposed OEM repair(s), and approval shall be required in order for the Contractor to proceed to ship the equipment and coordinate with the OEM for the repair. If a device manufacturer is no longer producing, selling, or repairing a specific device, the Contractor shall research, price, and present an alternate product to the Department's Project Manager.

The Contractor is required to assure the Department that warranties are not voided by Contractor repair services or other actions of the Contractor at any point during the

contract. If a device warranty expires, the Contractor shall notify the Department Project Manager for the option to renew and/or replace the device if the unit is non-operational.

#### 4.1.4.1 Field Site Repair

The Contractor shall have the necessary equipment and personnel capable of maintaining and repairing the field equipment and infrastructure deployed throughout the geographic coverage area within Department District boundaries. This includes a variety of devices and communications infrastructure. Field site repair includes, but is not limited to, device replacement, electrical service work and repair, optical fiber cable splicing and troubleshooting, optical time domain reflectometer (OTDR) testing, fiber enclosure/fiber distribution panel installations, and terminations. The Contractor shall have the capability to install both open trench and directional bored conduit for new installation and replacement of damaged conduit. It shall be the responsibility of the Contractor to perform all subsurface utility engineering (SUE) and obtain any permits required by the Department before the Contractor commences any work. After completion of device and/or communications infrastructure work by the Contractor, a report shall be presented to the Department for record keeping of changes made to the fiber communication infrastructure and other components of the System. No fiber related work shall be started by the Contractor without written authorization and approval by the Department.

1. Minor Repair

Minor repairs for this Contract are repairs/replacement of ITS components due to equipment malfunction or end of service life. Minor repairs also include, but are not limited to, reattaching loose cable connections, power reset of all equipment, and other incidental repair work. The Contractor shall perform the necessary repair/replacement work, which includes diagnostic services.

Minor repairs are generally considered to be repairs that require less than 4 hours of labor and less than $3,000 in material.

2. Major Repair

Major repairs for this Contract are defined as non-typical repairs that need diagnostic services to identify the problem, extensive repair services, maintenance of traffic (MOT) and lane closures, utility coordination, or other regional agency coordination, such as damage caused by crashes, vandalism, theft, weather events, fiber cuts, power loss from the utility service point, and construction activity. Typical major repairs and parts replacement consist of, but are not limited to, repair or replacement of damaged, missing, or malfunctioning equipment in order to maintain the ITS operation and functionality.

For all major repairs, the Contractor shall contact the Department’s Project Manager to report field findings and receive instruction and authorization for related work. Depending

on the criticality of the repair and nature of the device site or component malfunction or failure, the Department may issue verbal authorization to the Contractor for diagnostic services to expedite the repair process. The Contractor shall prepare and submit a diagnostic report, including damage assessment, cost estimates, and recommendations for repair. The Contractor shall not make major repairs prior to issuance of a LOA/TWO covering specific corrective actions necessary for restoration. If an immediate repair order is needed, the Department may issue a pre-approved, limited amount LOA/TWO to start the work. The Contractor must receive approval prior to executing this LOA/TWO. The Contractor must document any verbal approvals issued for service/repair orders including the date, time, reason, and the name of the Department Project Manager who issued and approved the work order.

Major repairs are generally considered to be repairs that require more than 4 hours of labor and more than $3,000 in material.

All major and minor repairs shall be performed using procedures and repair times established under this Contract.

3. Warranty Repair

The Contractor shall act on behalf of the Department to track manufacturer warranties and pursue warranty repairs from device manufacturers when failures are covered by the manufacturer's warranty. The Contractor is responsible for coordinating warranty repairs with the Department's Project Manager and the device manufacturer/reseller. In the event warranty or insurance coverage is applicable, the Contractor shall identify the proper procedure for contacting the entity responsible for coverage, secure the proper forms used for claim notification, and coordinate the repair, return, and disposition of equipment. Repaired Department equipment returned from the manufacturer shall be held in inventory as spare parts if it is not to be immediately reinstalled.

The Contractor shall support the Department in pursuing claims until each claim is resolved to the satisfaction of the Department.

### 4.1.4.2 Diagnostic Report and Final Repair Report

For all major repairs, the Contractor shall prepare and submit to the Department, a diagnostic report **(official deliverable)** and a final repair report **(official deliverable)** identifying the cause of the malfunction, the equipment/device that failed and the type of repair required to restore operability of the component or device site.

The diagnostic report at a minimum shall include the following information:

- Date and time the Contractor is notified of the failure;
- Name of the person preparing the preliminary diagnostic report;

- Equipment/device that failed and location;
- Brief description of the failure;
- Technician(s) responding to the failure;
- Arrival time at the site of the reported failure;
- Brief description of the proposed repair work;
- Repair cost estimate consisting of labor hours and material cost

The final repair report at a minimum shall include the following information:

- Date and time the Contractor is notified of the failure;
- Name of the person preparing the final repair report;
- Equipment/device that failed and location;
- Detailed description of the failure and impacts to overall system operations, including if the failure is due to a weather related event, materials, workmanship defect, power failure, leased communications problem, electrical and mechanical components, hardware malfunctions, software failures, etc.;
- Operational status of all devices connected to the site/cabinet location;
- Site conditions noted, i.e. submerged, structure down, no power;
- Technician(s) responded to the failure;
- Arrival time at the site of the reported failure;
- Repair completion time;
- Breakdown for repair time and final repair report preparation time;
- Name of the person from RTMC operations contacted to verify the working condition of the device upon repair completion;
- Detailed description of the proposed repair work, including type of repair needed to restore the device(s) to 100% operational status;
- Model number, serial number, FDOT Asset Management number of the equipment needing repairs and/or replacement, new spare parts used, and documentation of all

warranty covered equipment for return material/merchandise authorization (RMA) process and inventory tracking purposes e.g. device not covered by warranty, new unit to be purchased or replaced with stock item;

- Updated ITSFM report;
- Digital photographs required for documentation, including timestamps showing date and time when the photo was taken;
- Total repair cost consisting of actual labor hours and material cost expended for the complete repair.

#### 4.1.4.3 Repairs using Spare Parts

This work includes shop and field repair of devices using component parts. New replacement parts for repairs are to be used unless otherwise directed by the Department's Project Manager. The Contractor shall not purchase or install spare parts that have not been approved by the Department's Project Manager. The Contractor shall be responsible for inventory control of all parts held in inventory for repair of devices. Parts commonly used for shop and field repairs include, but are not limited to:

- Pan-tilt-zoom camera modules
- CCTV camera
- DMS display modules
- Power supplies
- Batteries
- Encoders
- Port Servers
- 24 VDC Converter Switch
- Edge Switch
- Serial Device Router
- 9 Port Ethernet Switch
- MVDS

- MVDS Composite Cable
- Surge Protection – Power, Data, and Video
- Note: It is the Contractor's responsibility to determine the type and quantity of spare parts to stockpile to be able to keep the System fully operational.

The Department will be responsible for all pre-approved costs relating to the purchase of spare parts (e.g., mark-up, applicable taxes, and shipping fees). The Department will have the option to utilize a flat percentage fee if this is pre-negotiated prior to execution of the LOA/TWO. The Contractor shall notify the Department's Project Manager if any part or component of the System moved from its original location for the purpose of inventory control. The Contractor shall ensure all spare equipment is available in a timely manner and all inventory control records will be updated within 24 hours.

#### 4.1.4.4 Equipment Replacement

This work includes furnishing replacement devices needed for maintenance of the System. Datasheets for all new replacement parts must be submitted and approved by the Department's Project Manager. The Contractor shall not purchase or install equipment that has not been approved by the Department's Project Manager. Proposed replacement parts shall be the latest compatible technology, equal to or better in function and quality to existing System components or equipment. The Contractor shall be responsible for inventory control of all equipment that they have responsibility to maintain within the System and all devices, parts, and materials used to perform work.

When the Department's Project Manager determines that additional parts are to be provided by the Contractor as spares, the Contractor shall procure (in accordance with section 4.1.4 Repair Services) and maintain the parts the Contractor's designated location(s) as approved by the Department. The Contractor shall notify the Department's Project Manager of any part or component of the System moved from its original location for the purpose of inventory control. The Contractor is responsible for updating the inventory.

#### 4.1.4.5 Testing Repair Work

Before departure from the field site, the Contractor shall notify the SunGuide RTMC immediately upon completion of the repair work to verify that the operation of failed component(s) has been restored. Upon completion of the repair work, the Contractor shall perform diagnostic testing to ensure the System is fully functional and operational. The Contractor shall document the test results and provide them to the Department's Project Manager (or his/her designee) for inspection upon request. The Contractor shall include all testing costs within the costs for repair work. The Department conducts random review of the Contractor's repair work. Any work that is deemed unacceptable by the Department

shall be re-done by the Contractor at the Contractor's expense. The Contractor shall rectify any deficiencies identified by the Department within 5 business days of initial notification.

#### 4.1.4.6 Miscellaneous Work

Deploy and maintain portable generator requirements: The Contractor shall be responsible for deployment, security, maintenance, and re-fueling of Department owned portable generators during power outages. The Contractor shall deploy the portable generators on an as needed basis and as directed by the Department. Typical reasons for deployments may include loss of power service to a critical device, loss of power to hub location or a master cabinet that acts as an aggregate point for a group of devices, loss of power to a single or multiple locations due to vandalism, hurricane and/or other acts of nature. The Contractor shall provide all necessary back-up power using generator(s) to ensure that the system is operational until utility power is restored.

If the Contractor determines that a major system downtime is the result of a utility outage, the Contractor shall immediately notify the Department's Project Manager (or his/her designee) of the outage. The Contractor shall coordinate and fully cooperate with all utility owners during diagnostics and restoration of utilities to the site. The Contractor shall deploy generator(s) as necessary to maintain the communication links and keep devices operational until utility power is restored. The Contractor is responsible for fueling the generator(s) until power is restored. It shall be the responsibility of the Contractor to secure the generator at the site to prevent theft. The Contractor shall be responsible to the Department for replacement of units lost to theft or vandalism at the Contractor's storage area and/or during deployment. The Contractor shall be responsible for maintaining the generators according to the manufacturer's operating manual.

The Contractor shall be responsible for maintenance and re-fueling of Department owned permanent mounted generators.

The Department will reimburse the Contractor for generator fuel costs for portable and permanent mount generators used for declared emergencies or documented power outages greater than 4 hours in duration as identified in Exhibit "C" Contract Price Proposal.

#### 4.1.4.7 Special Projects

##### 4.1.4.7.1 Assignment of Minor Design and Installation Project Services

The Department shall assign all Special Projects work to the Contractor using a LOA/TWO based on fixed fee hourly billing rates as identified in the Exhibit "C" Contract Price Proposal. The Department envisions the need during the course of this Contract for Special Projects such as minor design and installation projects which primarily consist of, but not limited to, professional engineering services, technical analysis, planning, design, project development, procurement, project construction, system integrations, testing and other

support systems**. The Contractor shall provide these above mentioned services and others for the term of the Contract, when requested by the Department.**

Some of the other services that have been identified as a potential need of the Department are:

- Representing FDOT and Coordination with Third Party Contractors
    - Providing access to existing ITS equipment to third party contractors
    - Performing final acceptance on Department's behalf
    - Providing technical support as requested by the Department's staff
- Plans Review Services:
    - Review and comment on plans submitted to the ITS Office by other entities, including other FDOT Offices; and
    - Attend meetings related to plans review.
- Additional Maintenance Services
    - If requested by the Department, develop and update maintenance plans and working procedures based on a need basis.
- ITS Reports and Analyses Services
    - Prepare before-and-after studies to evaluate the effectiveness of ITS infrastructure; and
    - Prepare cost effectiveness analyses of existing or proposed equipment and any other initiatives related to ITS infrastructure and maintenance.
- Design Support Services
    - Developing ITS plans to support Maintenance activities and functions;
    - Requirements review for any existing and proposed minor installation projects related to ITS Maintenance;
    - Shop drawings and design review;
    - Infrastructure development, installation and cut over plans; and

- Final system test plan.

- Any other Services as requested by the Department.

The Department may request the Contractor's services on an as-needed basis. There is no guarantee that any or all of the services described will be assigned during the term of this Contract.

### 4.1.5 Emergency Repair Services

Emergency services consist of the restoration of components resulting from any malfunction or damage that creates a safety hazard or severely reduces the operational effectiveness of the overall System. The Contractor shall immediately correct any safety hazards discovered in the System. Failures tend to be caused by severe and unusual forces of nature, crashes and collisions, vandalism, theft, fire, erosion, and extreme exposure to chemicals or pollutants. Communication and electrical cable cuts and loss of communications between the RTMC and multiple field sites can warrant emergency repair services.

The Contractor will be required to supply substitute devices approved by the Department's Project Manager to immediately restore normal operations during emergency repair services. Failure to restore normal operations in a timely manner may result in deductions of monies due or which may become due the Contractor. If a structural failure causes a safety hazard or obstructs a roadway or waterway, the Contractor will be required to remove the structure immediately.

The Contractor must document malfunction and damage that necessitates emergency repair services. At a minimum, documentation shall include:

1. Device location, type, model, and serial and control number;

2. Date and time of incident;

3. Cause of failure and name of person reporting failure;

4. Site needs analysis and digital photo documentation;

5. Immediate repairs and corrective actions taken, including temporary repairs and repair cost breakdown; and

6. Corrective actions necessary for permanent repairs to be performed, including parts list, schedule, and estimated cost.

The DEPARTMENT'S Project Manager shall establish time frames for emergency repair documentation to be delivered to the DEPARTMENT depending on the severity of the

emergency. This documentation is incidental to the emergency work being done. If the emergency repairs are due to the occurrence of a disaster, natural or otherwise; then, the Contractor shall provide a detailed damage report as outlined in Section 4.3 of this Scope of Services.

### 4.1.6 Equipment Logs

The VENDOR is required to document equipment and activities performed at each ITS device location. The VENDOR must maintain an equipment log that documents preventive scheduled maintenance and repair services, including repair logs, parts replacement, special notes, recommendations, and equipment warranty records.

Device records, at a minimum, shall include, but not be limited, to the following:

- All repair services information including the device location, number, and type;
- Model and serial number:
- Date and reporting time of each failure;
- Description of failure or issue and impacts;
- Firmware version;
- Manufacturer:
- Failure reporting source i.e. RTMC operations or IT staff;
- Technician responding;
- Ticket acknowledgement time;
- Arrival time at device location;
- Repair completion time;
- Major or minor repair;
- Routine or non-routine;
- Site conditions and actions taken (successful or otherwise);
- Parts used: type, model, serial and inventory control number;
- Action for replaced parts i.e. in-house repair, return to factory;

- MOT submittal and deployment information;
- Photo documentation with date and time picture taken shown when requested by the Department;
- General system status and/or potential issues;
- General notes;
- Preventive maintenance work details;
- Miscellaneous work details;
- Test results for work performed; and
- Any other information as deemed necessary by the Department.

Equipment Logs are subject to review at any time by the Department.

### 4.2 Control of Materials

The Contractor shall maintain and store the Department's System equipment and spare parts including portable generators in a location(s) approved by the Department's Project Manager. The location(s) shall be marked specifically for this contract and shall not be used for any other purposes. Storage of parts or equipment outside of this storage area(s) must be approved by the Department's Project Manager. The Contractor shall maintain and have readily available an up-to-date inventory of all the Department's equipment and/or parts that are under the Contractor's supervision.

The Department reserves the right to store devices and/or parts at an independent storage area within 20 miles of either Department RTMC. The Contractor is responsible for picking up parts as needed from Department storage areas under the terms of this Contract.

Any equipment purchased by the Contractor on behalf of the Department, using Department funds, belongs to the Department and shall be entered into the inventory list maintained by the Contractor. Upon termination or ending date of the Contract, all Department property shall be transferred to the Department.

#### 4.2.1 Existing RTMC and Field Site Device Inventory

The Contractor shall maintain and have readily available an up-to-date inventory of all the Department's equipment that the Contractor is responsible to maintain and all spare parts and devices (existing and future) in the Contractor's or Department's possession. The initial inventory (**official deliverable**) shall be submitted to the Department's Project

Manager at the end of the Transition Plan and shall continually be updated monthly to reflect any and all changes to the equipment inventory.

The Contractor shall be responsible for the inventory of all existing and future ITS devices in District One. The Table below showing ITS device quantities on I-75 in District One is not intended to be an exhaustive list and is provided for reference only. The Contractor shall field verify all devices independently.

**Table 4.2.1-1 ITS Infrastructure in District One**

| ITS Infrastructure | Number of ITS Devices |
|---|---|
| CCTV Cameras | 205 |
| DMS | 65 |
| MVDS | 320 |
| RWIS | 9 |
| Queue Detection and Warning System | 1 |
| Fiber Optic Cable Miles | 176.5 |
| Communications Hubs | 4 |
| Highway Advisory Radio | 15 |
| HAR Flashing Beacon Signs | 30 |
| Generators | 31 |
| Video Wall Display Cubes | SWIFT Center = 15, STMC = 9 |

The Contractor shall maintain and have readily available an up-to-date inventory of all the Department's field equipment and/or parts that are under the Contractor's supervision. The inventory shall contain, but not be limited to:

1. Manufacturer,
2. Model number,
3. Descriptive name,
4. Manufacturer serial number,
5. Current location and condition (new, used or damaged),
6. If the equipment is a spare,
7. The site where it belongs and type of site (CCTV, DMS, etc.), if applicable,
8. Location of site, if applicable,
9. Date of purchase,
10. Date of repair,
11. Date when scrapped or surplused,
12. Warranty status,
13. SunGuide name, and
14. APL number, if applicable

The Contractor shall, on an annual basis, field verify and document all communications hub buildings, layer-3 switches, DMS and other ITS equipment which are over $5,000 in value (or over a specific threshold value as required by the FDOT procedures) in District One. The Contractor shall develop and submit this Annual Significant Value ITS Infrastructure Inventory Report **(official deliverable)** to the Department for review and approval. The draft report shall be submitted to the Department before April 1 each year. The final report incorporating all Department's review comments shall be submitted to the Department before May 1 each year. The Contractor shall coordinate with the Department for approval on the format of this report. A sample of the report and the Department SOP detailing the requirements for this inventory are attached as Appendix "1" of this Contract. The Contractor shall bid and include all report development costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

### 4.2.2 Inventory Database/Facilities Management System

The Department is using the ITS Facility Management (ITSFM) system to support the long-term ITS asset and configuration management needs of the ITS Program statewide. The ITSFM compiles System asset information in a single, web-accessible repository, allowing the Department to collectively manage the entire system in a coordinated manner. The ITSFM is hosted/provided by the FDOT's Central Office to the Districts and other regional partners.

The ITS Maintenance Contractor shall use the ITSFM for inventory and facilities management purposes. The Contractor shall update ITSFM data used to inventory the ITS field equipment including, but not limited to, outside plant cabling, duct, splice points, terminations, field devices, and other field installed assets.

The information contained within the ITSFM is confidential material; therefore, the Contractor must ensure that staff working under this Contract has passed the Florida Department of Law Enforcement (FDLE) background check and other necessary background checks as determined by the Department so the Department can issue user login credentials to the ITSFM. The results of background checks shall be submitted to the Department within 24 hours upon request.

The Contractor shall ensure all ITS maintenance staff who will have access to ITSFM receive at a minimum ITSFM maintainer-level training within 1 month of Contract Start Date. All ITSFM-related training expenses including but not limited to staff labor cost shall be the ITS Maintenance Contractor's own expense. For any new staff added to this Contract during the Contract's term who will need access to ITSFM, the new Contractor staff shall receive at a minimum, the ITSFM maintainer-level training within 1 month of employees' start work on this Contract. During this time, the Contractor shall continue to use other staff to perform the required ITSFM updates.

The Contractor shall provide field staff with an ITSFM-compatible laptop computer with direct Internet access from the equipment site to ensure that the maximum benefit from the ITSFM is available to the user. Asset changes to the system shall be updated to the database in real-time or as otherwise directed by the Department. The Contractor will be responsible for recurring usage cost including computer hardware, connection to the Internet, etc.

The Contractor shall include the resources required to populate the database and routinely update the database as maintenance work changes the inventory and configuration. Information populated in the ITSFM shall meet the positional accuracy and content defined in the latest version of the ITSFM technical memorandum "Implementation Guidelines and Minimum Requirements for District One," which is attached as Appendix "2" of this Scope of Services. The Contractor shall include daily updates to ITSFM in the unit cost of the item being installed or replaced. No separate payment will be made for daily updates.

Major updates to ITSFM will be negotiated prior to issuing a LOA/TWO and paid at the hourly billing rates established in Exhibit "C", Price Proposal.

### 4.2.3 Utility Locating Services

The Contractor shall provide all necessary services to designate and locate existing surface and subsurface utilities to support the maintenance and operations of the System on a District Wide basis as indicated by the Department. The Contractor must register with the Sunshine 811 System within 30 days of Contract execution.

The Contractor shall provide locations of the System underground facilities as required by the Department or others and shall accommodate schedules of other agencies requesting such locations. The Contractor shall be responsive to all requests received from the Sunshine 811 System, and if deemed necessary by the Department, more accurate location information may be required than required by Sunshine 811 standards. A file will be maintained on all calls and their respective reference numbers, date, time of arrival, and personnel conducting locates. This shall be in a spreadsheet format. If the Contractor damages System underground facilities, either directly or indirectly, by incorrect locates, the Contractor shall repair the System underground facilities at the sole cost of the Contractor. In this case, the Contractor shall make any temporary repairs within 24 hours and any permanent repairs within 30 days of the damage unless the damage is classified as an emergency by the Department which will then require repair within four hours.

The Contractor shall bid and include all services, registration, and administrative costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

#### 4.2.3.1 Subsurface Utility Designating Service

The Contractor shall:

• Obtain all necessary permits from city, county, municipality or other jurisdiction to allow the Contractor to work in existing street, roads, etc. for the purpose of marking, measuring and recording the location of existing subsurface utilities.

• Designate, record, and mark the approximate horizontal location of the existing utilities and their major laterals by a method approved by the Department. The horizontal designating of the underground utility line shall be within two feet of either side of the underground utility line as shown on the plan sheets.

• Determine and provide the Department with the approximate depth of all existing utilities. This depth indication is understood by both the Contractor and the Department to be approximate only and is not intended to be used in designing the right-of-way and construction plans.

• Provide all signs and other safety devices and equipment, including all necessary flagmen needed to control traffic in accordance with Department policy and MUTCD.

• Secure all "As Built" plans, plats and other data as supplied by utility companies as are necessary.

• Provide all necessary support personnel to secure the data outlined in this section. All data will be developed and furnished to the Department utilizing Computer Aided Drafting and Design (CADD) systems. In addition to this a hard copy shall also be provided. Text or table formatted information shall be provided to the Department in Word and/or Excel formats.

• Provide a monthly summary of work completed and underway.

The Contractor shall bid and include all services and administrative costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

### 4.2.3.2 Subsurface Utility Locating (Test Hole) Service

The Contractor shall:

• Pick up and review plans at location designated by the Department and obtain utility company's records as required.

• Obtain all necessary permits from city, county municipality or other jurisdiction to allow the Contractor to work in existing streets, roads, etc. for the purpose of locating (digging), measuring and recording the location of existing subsurface utilities.

• Coordinate with utility agency/owners as required by this Agreement and as required by law.

• Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, or other protective coverings, such as by a vacuum excavation method, hand digging, etc.

• Be responsible for any damage to the utility during excavation of same.

• Backfill and compact with like material around utility structure.

• Furnish and install and color-code permanent above ground marker (i.e., P.K. nail, peg, steel pin, or hub), directly above center line of the structure and record the elevation of the marker.

• Provide a permanent restoration of the pavement within the limits of the original cut at the time of backfill. In the event the test hole is excavated in an area other than the roadway pavement, the area disturbed shall be restored to the condition prior to the excavation.

• Provide all signs and other safety devices and equipment, including all necessary flagmen needed to control traffic in accordance with Department policy and MUTCD.

• Provide complete clean-up of work site to equal or better condition than before excavation.

• Tie all vertical controls to furnished datum. If turns or additional bench marks are required to obtain the tie, this shall be done by the Contractor. The accuracy of these turns or additional bench marks shall be in accordance with established surveying practices.

• All data obtained by the Contractor of existing surface/subsurface utilities shall be developed and furnished to the Department utilizing Computer Aided Drafting and Design (CADD) systems. In addition to this a hard copy shall also be provided. Text or table formatted information shall be provided to the Department in Word and/or Excel formats.

• Close-out permits are required.

• Provide the following test hole information to the Department utilizing Computer Aided Drafting and Design (CADD) systems. In addition to this a hard copy shall also be provided. Text or table formatted information shall be provided to the FDOT in Word and/or Excel formats.

o Elevation of top and/or bottom of utility tied to the datum furnished.

o Horizontal location using the distance right or left of indicated center line stationing when available. All survey work required, including the retracing of the survey centerline or baseline, will be determined and performed by the Contractor.

o Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.

o Utility structure material composition, when possible.

o Identify benchmarks used to determine elevations.

o Elevations provided by the Contractor shall be within an accuracy of +/-0.05' based on the benchmarks shown on the CONTRACTOR’S certification forms.

• Provide a monthly summary of work completed.

The Contractor shall bid and include all services and administrative costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

### 4.2.3.3 Utility Location and Verification Service during Construction

The Contractor shall be available for the location and verification services during construction of other roadway projects which could impact the System, if required.

• Designate, record, and mark the approximate horizontal location of the existing utilities and their major laterals by a method approved by the Department. The horizontal designating of the underground utility line shall be within two feet of either side of the underground utility line as shown on the plan sheets.

• Determine and provide the Department with the approximate depth of all existing utilities. This depth indication is understood by both the Contractor and the Department to be approximate only and is not intended to be used in designing the right-of-way and construction plans.

The Contractor shall bid and include all services and administrative costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

### 4.2.3.4 Underground Utility Location and Verification Service

The Contractor shall locate underground System utilities using the existing tone wire or other approved means and shall visually mark locations of these utilities utilizing the Sunshine 811 System procedures. The initial call to a site will require one hundred feet of locates in an area. Additional markings as needed will be provided by the Contractor in fifty-foot increments.

The Contractor shall bid and include all services and administrative costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

### 4.2.3.5 Utility Coordination

The Contractor shall fully cooperate with all utility owners during construction, installation or repair associated with this Contract. The Contractor shall call the Sunshine 811 System a minimum of 48 hours and a maximum of 96 hours before any excavation work. The Contractor shall furnish and install all equipment and materials and perform all work in accordance with all applicable utility owner standards and procedures. The Contractor is responsible for ascertaining the exact location of all utilities prior to the beginning of work in an area. Utility locations shown on Department plans are approximate and may not include all utilities.

The Contractor shall be responsible for coordinating and meeting with all utility companies having overhead or underground facilities in proximity with the Contractor installations.

Utility coordination work is incidental to other work being performed.

The Contractor shall be responsible for determining and performing any needed subsurface utility engineering (SUE) work as outlined in section 4.2.3.2 of this Scope of Services with Department approval.

### 4.2.3.6 Utility Location and Verification Service for Design and Construction Plans

The Contractor shall review, as required, design and construction plans for adherence to System standards and to ensure the plans reflect an ITS design that is maintainable and compatible with the existing system and devices. The review of plans may include any projects within District 1, especially those projects which add devices to the District One ITS Maintenance Contract or impact any existing or proposed ITS devices.

District One ITS Fiber and Utility Designation Services

Utility location and verification services shall be provided during the development of construction and design plans.

At a minimum, identify the location and provide properly formatted support documentation of existing System infrastructure, as required by the Department.

Designate the location of the System infrastructure, including the fiber laterals, by a method approved by the Department and as detailed in the Utility Accommodation Manual (UAM), Chapter 11.

Plans Review for Adherence Department Standards

At a minimum, provide review comments regarding device placement, cabinet layout, power systems, maintainability, compatibility, and the overall concept of design.

Comments shall be provided in a format acceptable to the Department.

The Project Manager will assign a Task Work Order to the Contractor with hours available for use to accomplish the associated work. An estimate of the work effort required will be approved by the Project Manager prior to work being done. Hours will be negotiated prior to issuing a LOA/TWO and paid at the hourly billing rates established in Exhibit “C”, Price Proposal.

## 4.3 General Requirements for Execution of Work

The Contractor shall be responsible for all labor, materials, and incidentals required to execute and complete the requirements of this Contract including, but not limited to, the following:

1. Project management and contract administration;
2. Communications and coordination between the Department and the Contractor;
3. Communications and coordination with other Contractors and Consultants;
4. Staffing services and Personnel requirements;
5. Project documentation and recordkeeping;
6. Progress reports, LOA/TWO requirements, and Invoicing;
7. Contract Status meetings, including meeting minutes and agendas;
8. Utility Locate Administration and all services;
9. Preventive maintenance, diagnostic and troubleshooting services, and routine maintenance;
10. Minor and Major repair services and parts replacement (including warranties and replacement parts);
11. Material and equipment requirements
12. Mobilization and MOT services;
13. Special Projects services;
14. Inventory and Asset Management services;
15. Warranty services
16. Utility coordination;
17. Emergency power support, and
18. Disaster reporting.

Device failures can be described as emergency, priority, and routine. Each failure type has specific requirements for acknowledgement response times depending on the severity and extent that the failure impacts the operation of the System. Non-performance penalties shall be assessed for failure to acknowledge or respond to device failures as described in this Contract. The Contractor shall fully cooperate with all utility owners during activities such as, but not limited to, construction, installation, or repair associated with this Contract.

The Contractor shall furnish and install all equipment and materials, and perform all work in accordance with all applicable standards and procedures. The Contractor is responsible for ascertaining the exact location of all utilities prior to beginning work in an area. Utility locations as shown on Department plans are approximate and may not include all utilities. If any utility damages are incurred as a result of Contractor’s operations, it shall be the

Contractor's sole responsibility to repair such damages or bear the cost of repairs performed by others.

The Contractor shall be responsible for coordinating and meeting with all utility companies having overhead or underground facilities in proximity with work performed under this Contract. The Contractor shall be responsible for determining and performing any needed SUE work.

The Contractor shall be responsible for providing the Department with a detailed damage report after the occurrence of a disaster, natural or otherwise, or a crash which damages a part of the System. This report shall include an individual site analysis including, but not limited to, the following information:

- Device location,
- Date and time of visit,
- Description of failure or issue and system impacts,
- Site conditions noted, i.e. submerged, structure down, no power,
- Photo documentation (digital only),
- Damaged parts list: type, model, and serial and control numbers,
- Needed parts list,
- Repair cost breakdown,
- General notes, and
- Schedule of repair duration.

The damage report by the Contractor shall be per site and include all devices connected to the cabinet location. The Contractor's report shall include an Executive Summary and a Cost Summary including all parts necessary to re-establish the system in working order. The DEPARTMENT'S Project Manager shall establish time frames for damage reports to be delivered to the DEPARTMENT depending on the severity of the disaster. The Contractor shall provide fixed fee (billing rate) per hour estimates for this service to the Department for approval. The Department shall compensate the Contractor based on the fixed fee (billing rate) per hour established in Exhibit "C", Contract Price Proposal.

### 4.3.1 Scheduling and Execution of Work

All work shall be scheduled with and approved by the Department's Project Manager (or his/her designee). The Contractor shall work with the Department's Project Manager (or his/her designee) under this Contract to establish normally scheduled activities. Work not covered under the scope of agreed upon scheduled activities must be authorized in writing by the Department's Project Manager (or his/her designee).

### 4.3.2 Mobilization

Work under this contract will require movement of personnel, equipment, supplies, and incidentals. The Contractor shall include all mobilization cost into respective bid items under Exhibit "C" Contract Price Proposal. The Contractor will not be compensated for any additional and separate mobilization costs.

### 4.3.3 Maintenance of Traffic

MOT shall include the planning, furnishing, installing, maintaining, and removing of traffic control and safety devices. The Contractor shall utilize the applicable Traffic Control Plans as approved by the Department for all maintenance and repair activities for equipment on the highway and arterials. The Contractor is responsible for identifying all MOT requirements necessary to perform preventive maintenance, diagnostic and repair services.

The need for lane closures shall be determined on a case-by-case basis as requested by the Contractor. The Contractor shall submit all required lane closure requests via the Department's Lane Closure Information System (LCIS).

Approval for all lane closures, mobile operations, and traffic pacing operations is required. Submit routine requests fourteen calendar days in advance of planned lane closures, mobile operations, and traffic pacing operations at the following URL address: https://lcis.dot.state.fl.us/ . Confirm at least once every two weeks that information entered within LCIS reflects current planned operations and update as necessary. For unforeseen events that require cancelling or rescheduling lane closures, mobile operations, and traffic pacing operations, revise the lane closure request as soon as possible.

For all critical failures during the Department's regular working hours (8:00 AM to 5:00 PM), the Contractor shall seek approvals from the FDOT Project Manager (or his/her designee) and the local District One Operations Center prior to performing any work. For all critical failures during holidays and after hours, the Contractor shall input all lane closure information into LCIS and choose the request as emergency MOT request. The Contractor shall deploy emergency MOT immediately to provide failure repair services for any failures deemed necessary by the Department.

The Contractor will be given a notification list by the Department containing all contacts that shall be notified of the lane(s) closure by the Contractor. The Contractor shall coordinate MOT activity with RTMC operations and any other governing operations center.

The Contractor shall have at least one individual on its staff throughout the term of this Contract with a Florida Advanced Maintenance of Traffic certification.

Because of the unique nature of this contract and the work specified herein, MOT shall be paid for according to the particular work level assigned. The level shall be determined by the Contractor and approved by the Department Project Manager and assigned with each work order. In instances where no MOT operations are anticipated, there will be no MOT level assigned. The level shall be determined according to the following criteria:

Level 1: Where at least a portion of the work assigned on the work order is to be performed off the roadway, but in close enough proximity to the traveled way to require signing, but does not require lane closure.

Level 2: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of a rural or low volume urban two-lane, two way roadway (day work, flagging).

Level 3: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of a non-limited access, multi-lane divided or undivided roadway, such as a rural or urban state or United States (US) route (day or night work, off-duty law enforcement not required).

Level 4: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of a non-limited access, multi-lane divided or undivided roadway such as a rural or urban state or US route (day or night work, off-duty law enforcement required).

Level 5: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of a limited-access facility (Interstate or Turnpike), rural or lower volume urban (day or night work, off-duty law enforcement not required).

Level 6: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of one or more lanes of a multi-lane, divided or undivided roadway (Interstate or Florida's Turnpike), daylight or nighttime hours where off-duty law enforcement is required.

Level 7: This level may be used in conjunction with any of the above levels where additional signage or additional law enforcement are required to detour traffic around work zones to alternate roadways.

### 4.3.3.1 Compensation for Maintenance of Traffic Services

The Contractor shall include all MOT costs for preventive maintenance visits within the fixed fee (unit total cost) established under preventive maintenance services section and minor repair services section of the Exhibit "C", Contract Price Proposal. No separate MOT costs shall be paid for any preventive maintenance visits or minor repair service visits.

The Contractor shall determine the appropriate Level of MOT from the criteria outlined above for all major failure repair services and submit it to the Department for review and approval. The Contractor shall bid and include all MOT costs within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

### 4.3.4 Warranty for Contractor Services and Materials

The Contractor warrants to the Department that all services, materials, parts, and supplies furnished under this Contract shall be free from defects in material or workmanship and in accordance with good trade practices and local, state, and federal codes.

The Contractor guarantees that upon completion of the services required by the Contract, the work areas shall be left in a clean, sanitary, and safe condition.

The Contractor agrees that each job assignment performed will be reviewed and approved by the Contractor's Project Manager before the Department's Project Manager (or his/her designee) is requested to approve and process invoices for payment.

The Contractor will correct deficient work and replace defective material provided and supplied, or credit the Department for the inadequate services and materials. The Department's Project Manager (or his/her designee) shall have the right to determine which course of correction must be taken.

Upon completion of a repair/installation, the Contractor shall warranty their work for a period of 90 calendar days from the date of acceptance by the Department for all repairs. Within the warranty period, if the device/equipment fails for the same reason, the Contractor shall make all necessary repairs at the Contractor's expense. The Contractor shall transfer manufacturer's warranties for parts and materials to the Department.

The Contractor shall assure the Department that device equipment manufacturer warranties are not voided by repair services or other actions of the Contractor at any point during the Contract. If a device warranty expires, the Contractor shall notify the Department's Project Manager (or his/her designee) for the option to renew and/or replace the device if the unit is non-operational.

The Contractor shall act on behalf of the Department to track manufacturer warranties and pursue warranty repairs from device manufacturers when failures are covered by the

manufacturer's warranty. The Contractor is responsible for coordinating warranty repairs with the Department's Project Manager (or his/her designee) and the device manufacturer/reseller. In the event warranty or insurance coverage is applicable, the Contractor shall identify the proper procedure for contacting the entity responsible for coverage, secure the proper forms used for claim notification, and coordinate the repair, return, and disposition of equipment. Repaired Department equipment returned from the manufacturer shall be held in inventory as spare parts if it is not to be immediately reinstalled. The Contractor shall support the Department in pursuing claims until each claim is resolved to the satisfaction of the Department.

### 4.3.5 Lost, Stolen, or Damaged Department Owned Resources

The Department's Project Manager will provide a list of Department owned resources for the Contractor. The Contractor shall acknowledge receipt and responsibility of the Department owned resources by executing a State of Florida Department of Transportation "Property Transfer Receipt" form.

A representative of the Department will inventory all Department owned resources annually. In the event Department owned resources have been lost, stolen, or damaged, and had been in exclusive possession and control of the Contractor, the Contractor shall replace the Department owned resources at its own expense within 15 calendar days of the time when the item(s) was known to be lost, stolen, or damaged. If the item is not directly replaceable due to non-availability of identical models, the Contractor will replace the item with a functionally equal or better item or directly compensate the Department. The risk of loss to any equipment being repaired or replaced shall be the responsibility of the Contractor having possession or control of the equipment at the time of the loss.

### 4.3.6 Use of Subcontractor(s) or Subconsultant(s)

The support of the System may require a multi-disciplinary team made up of a prime Contractor and subcontractors to successfully fulfill the obligations of this Contract. The Contractor must provide contact information for all subcontractors and indicate their areas of expertise and responsibility. Use of subcontractors must be coordinated with, and approved by, the Department's Project Manager.

## 4.4 Working Hours, On-call Responsibilities, Response Times, and Limitations

### 4.4.1 Standard Hours of Operation

The Contractor shall have maintenance personnel available 24 hours a day, 7 days a week and 365 days a year for the duration of the Contract. The Department's business hours are Monday through Friday from 8:00 a.m. – 5:00 p.m. The Department's offices are typically closed at 5:00 pm on weekdays, on holidays and weekends.

The SWIFT Center is operational 24 hours a day, 7 days a week and 365 days a year. The STMC is operational from 6:00 a m – 10:00 p m on weekdays. When the STMC is closed the SWIFT Center provides operations for I-75 in Manatee and Sarasota Counties.

The following holidays are observed by the Department. The Department may have other holidays issued by the State of Florida. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day and the following day
- Christmas Day

### 4.4.2 On-call Responsibilities

The Contractor shall provide on-call staff with vehicles, equipment, tools, materials, supplies, cellular phones and other incidentals required to respond to any repair work issued by the Department at all times. On-call staff assignments shall be coordinated with the Department's Project Manager and clearly communicated to staff responsible for RTMC operation. Qualified maintenance staff shall be on-call during afterhours, weekends, Department-observed holidays and at all times for the term of this Contract to respond to calls and issues. The Contractor may be required to perform repairs and maintenance outside of normal business hours, 24 hours a day, 7 days a week, year-round.

The Contractor shall provide the Department's Project Manager (or his/her designee) with a list of telephone numbers that will be answered 24 hours a day, 7 days a week by the Contractor's personnel to satisfy this Contract requirement. The Contractor shall also provide an e-mail addresses to which all the Department's electronic correspondence shall be sent.

### 4.4.3 Response Times

The Contractor shall respond to Department's notifications, mobilize and be present at the work site and ready for work with qualified Contractor staff with appropriate equipment, tools, and available parts within the time frames established under this Contract.

Failure by the Contractor to meet the required response time shall result in the Contractor being assessed a Non-Performance invoice reduction, receive a poor performance evaluation and/or may cause the Department to terminate the Contract.

#### 4.4.3.1 Device Failures

Failures shall be characterized as ***Emergency***, ***Priority***, or ***Routine*** as defined below:

• ***Emergency failures*** are failures that represent an immediate risk to the public, failures that cause a closure of the public travel-ways, or failures to the communications network that render the Freeway Management System inoperable.

• ***Priority failures*** are failures of individual cameras, sensors, signs, etc. that are required for the complete operation of the Freeway Management System.

• ***Routine failures*** are failures that, while requiring attention, are not adversely affecting the immediate operation of the Freeway Management System.

#### 4.4.3.2 Repair Services Response Time

Response times for the failures characterized above are defined below:

• Upon notification of an ***Emergency System failure*** by the Department, the CONTRACTOR shall respond and complete repairs or eliminate the instant danger ***within four (4) hours*** of the reported incident. The notification may be verbally by telephone, Email, facsimile, or text message.

• Upon notification of a ***Priority System failure*** by the Department, the Contractor shall respond and complete repairs or eliminate the instant danger ***within 24 hours*** of the reported incident. The notification may be verbally by telephone or written by letter, system report, E-mail, facsimile, text message or through the daily/weekly maintenance check.

• Upon notification of a ***Routine System failure*** by the Department, the Contractor shall respond and complete repairs ***within 7 days*** or a longer timeframe approved by the DEPARTMENT'S Project Manager of the reported incident. The notification may be verbally by telephone or written by letter, system report, E-mail, facsimile, text message or through the daily/weekly maintenance check.

#### 4.4.3.3 Acknowledgement Times

The CONTRACTOR shall be responsible for acknowledgement of all notifications of device failures within the times listed below:

• Emergency – 10 minutes from receipt of the notification or LOA/TWO

• Priority – 30 minutes from receipt of the notification or LOA/TWO

• Routine – 90 minutes from receipt of the notification or LOA/TWO

The DEPARTMENT reserves the right to enforce a Non-Performance invoice reduction for times not met.

### 4.4 Security and Safety Requirements

The Contractor shall utilize proper safety measures to ensure the proper protection for persons and property at all times.

The Contractor shall be responsible for ensuring that all equipment used is maintained in a safe and efficient manner in accordance with all local, state, and federal laws, safety organizations, regulations, and guidelines pertaining to providing the required services.

The Contractor shall follow all safety requirements outlined in the National Electric Safety Code, OSHA, and any standards or practices for safe installation or maintenance of required equipment per this Contract.

The Contractor shall be responsible for any injury to person(s) or damage to property that occurs as a result of Contractor activities under this Contract. The Contractor shall notify the Department immediately after any injury incurred by person(s) working under this Contract.

At the conclusion of a workday, the Contractor’s personnel must leave the work area free of safety hazards. The Department assumes no liability for any equipment or personal belongings or effects left unattended on Department property.

The Contractor shall be solely responsible for the safety of all its personnel.

The Contractor shall be solely responsible for maintaining the safety required and providing safety equipment and procedures for the protection of employees and the public throughout the area(s) where work is performed under this Contract.

If any deficiency may cause harm to life or property, or violate any rules or regulations such as, but not limited to, Americans with Disabilities Act, OSHA, or otherwise contained

herein, the Department may take immediate corrective action(s), and the Contractor shall be responsible for the burden of any associated direct and/or indirect costs.

### 4.5 License and Insurance Qualifications

The Contractor shall hold the licenses and certifications necessary to provide the services described in this Contract in the counties specified and be required to submit proof of licenses and certifications prior to work being performed.

The Contractor shall certify that skilled employees and/or subcontractor(s), who possess the necessary specialty licenses, as required by law to perform the work, shall provide the services being performed and provided by the Contractor as described in this Contract.

All records, insurance, and licenses must be current. The Contractor must provide the Department's Project Manager with evidence of current records, insurance, and licenses and copies must be kept on file in the Contractor's office and at the SunGuide RTMC for the duration of this Contract and all renewals, and will be provided within 24 hours upon request by the Department.

The Contractor shall be required to submit proof of the following licenses and certifications along with the Technical Proposal:

- FDOT ITS Contractor Pre-Qualifications – 6.3.1 – Intelligent Transportation Systems Analysis & Design, 6.3.2 – Intelligent Transportation Systems Implementation, 6.3.3 – Intelligent Transportation Traffic Engineering Systems Communications;

- Low and High Voltage Electrical Contracting License;

- Civil and Electrical Engineering State of Florida Professional Engineers Licenses;

- CISCO network certifications e.g. CCNA Certification (Cisco Certified Network Associate Certification);

- MOT Certifications: The Contractor's personnel responsible for the work zone traffic control plan development and the work zone traffic control supervisor must be certified in the advanced training category by a Department approved training Provider.

- Fiber Optic Cable Certifications: Technicians should have fiber training from at least one of the fiber optic cable manufacturers e.g. Corning Fiber training, Light Brigade Fiber training, BICSI Fiber training, etc.

The Contractor shall certify they have skilled employees and/or Sub-Contractor(s)/Sub-Consultant(s) who possess the necessary specialty licenses, as required by law to perform

the work. The Contractor shall be required to provide the Department with the required types of insurance in the limits as stated in the Contract.

## 4.6 Location of the Work

The Contractor shall be responsible for maintenance of all existing, under-construction, and future Department owned and operated ITS infrastructure located in the counties of Collier, Lee, Charlotte, Sarasota, Manatee, Okeechobee, Glades, Hardee, Hendry, Highlands, DeSoto, and Polk. The primary area of responsibility under this contract will be for interstate ITS devices in District One on I-75 from the Collier/Broward County Line north to the I-275 interchange in Manatee County; however, the Contractor may be asked to perform maintenance services on any roadway listed in the counties above.

### 4.6.1 Regional Transportation Management Centers

The Department has a video wall system operating inside the SWIFT Center and the STMC RTMCs. The RTMC's video wall systems consist of video wall cubes, processor, communications equipment, and software. The Department has upgraded the RTMC's video wall system to use Activu software vendor based video wall control system along with Mitsubishi video wall display cubes. The Activu software vendor based video wall control system consists of both software licenses and commercially off the shelf (COTS) available hardware equipment (e.g. servers, graphics cards, Ethernet switches, monitors, computer peripherals, cables, etc.) that are located within the IT Server Room at each RTMC.

For all RTMC video wall system failures, staff from another contract – District Wide Operations Support Services BE487 will be the primary first responder and perform the initial diagnostics to determine the area of failure. However, the Department may utilize the ITS Maintenance Contractor under this Contract to support the primary staff for video wall system failure diagnosis, preventive maintenance, and repairs.

### 4.6.2 Field Sites

The Contractor shall provide maintenance services for components of the System located at existing and future field sites throughout the geographic coverage area of the Contract.

## 4.7 Required Qualifications

### 4.7.1 Staffing Requirements

Support of the System will require a multi-disciplinary team. The following areas of expertise are considered to be the minimum necessary to successfully fulfill the obligations of this Contract. Subcontractors submitted with the response are allowed.

- Project management / administration;

- Electrical trades;
- Electronic and electro-mechanical component diagnostics, troubleshooting, and repair;
- Computer hardware troubleshooting and repair;
- Local area network and wide area network design, operation, and maintenance;
- Ethernet, serial, and wireless communications;
- Networking and network protocols, including switching, routing, VLANs, OSPF, PIM, SNMP, IGMP, IGRP, DVMRP, DNS, etc.;
- Computer applications / database management;
- Analog and digital video transmission;
- Fiber optic network configuration and administration;
- FOC termination, splicing, testing, and management;
- Installation, configuration, troubleshooting, and maintenance of analog and digital video equipment, network devices, DMSs, HAR systems, RWIS, and vehicle detection systems (VDS);
- Programming and operation of traffic controllers;
- Installation and maintenance of signal devices and signal systems;
- Grounding and surge protection systems and related equipment;
- Configuration management;
- Security devices for System installations;
- Installation of ITS poles and structural supports according to Department procedures; and
- MOT.

The Contractor shall keep a staff of the required levels to respond to all requirements of this Contract at all times during the term of the Contract. The Contractor shall have the option to provide on-site maintenance staff in the Department's designated location(s), if requested by the Department. The Contractor shall develop a staffing plan indicating how

absences and vacations will be covered, and the expected activities of each proposed staff member. The Contractor shall provide suitable replacement staff during vacations or sick periods of primary staff.

The Contractor must provide resumes for all personnel proposed for this Contract in their bid package. Any changes to staff identified in the bid package submitted by the Contractor shall be subject to review and approval by the Department in writing before any billable services are authorized. Requests to add or change staff must be accompanied with accurate and current resumes for proposed individuals, including information on their licenses and certifications as well as a description of their expected duties.

The Department will conduct Contractor performance reviews on an annual basis at a minimum. When deficiencies are identified with Contractor employees assigned to the Contract, the Contractor will immediately implement remedial action. Remedial actions may include further training of the employee, subdivision or reassignment of the employee, addition of staff, or removal of the employee from the Contract. All Contractor employees working on this Contract are understood to be working under the direction and at the will of the Department's Project Manager.

#### 4.7.1.1 Maintenance Staff Location and Availability

Contractor staff whose primary function is performing work associated with this Contract shall be located in office(s) or warehouse(s) within five miles of the I-75 corridor within District One. The staff and their office locations shall be identified in the Proposal. The Contractor shall supply additional skilled staff from other locations, as requested by the Department.

#### 4.7.1.2 Position Descriptions

The Contractor-provided maintenance staff shall have the minimum qualifications as described in the Contract. The final quantities of each position shall be determined by the Contractor and agreed upon by the Department's Project Manager as part of the proposed Management Plan. The Contractor and/or Department shall have the ability to add staff that is not defined herein, at any time under the term of this Contract, as requested by the project requirement and staffing needs change.

Principal in Charge

A management position with experience in ITS and ITS components who supervises or oversees the ITS Project Manager on this Contract. This position is not expected to be utilized often but must be available if the need arises.

Senior Engineer PE

A Florida registered PE with experience in ITS and ITS components who is also experienced in ITS design and specifications with the ability to sign and seal Plans and Reports. This position shall have ten (10) years of experience in ITS. This position is not expected to be utilized often but must be available if the need arises.

Engineer II/ITS Specialist II

Engineer EI or expert in their respective field / industry. They review the design of ITS systems for construction of new ITS systems or for the alteration of existing systems. This position is expected to have a high level understanding of ITS and ten (10) years of experience in ITS. This is a limited use position as needed.

Engineer/ITS Specialist

Design ITS systems within established specifications for construction of new ITS systems or for the alteration of existing systems. Ensure designed products operate or are constructed to standard specifications and are within operational and safety limits. This position is expected to have three (3) years of experience in ITS. This is a limited use position as needed.

ITS Project Manager

The Contractor shall designate an ITS Project Manager who is responsible for the day to day operations under this Contract. The Contractor's ITS Project Manager shall be responsible for all work necessary to provide for the general management, oversight, quality control, and administration of all Contract activities and support personnel. The Contractor's ITS Project Manager ensures that the requirements of the Contract are met on a daily basis at all times. The ITS Project Manager is responsible for ensuring that maintenance activities supporting the System are in accordance with this Contract, ITS Maintenance Procedures Handbook, Standard Operating Procedures (SOP), protocols, and policies. The Project Manager shall attend meetings as requested, which includes update meetings and construction meetings, often acting on behalf of the FDOT. This position is a full time position. The ITS Project Manager shall have a minimum of five years' experience in with a similar project for ITS device maintenance. The ITS Project Manager is responsible for ensuring all technicians are properly trained for the positions held.

The responsibilities include, but are not limited to, the following:

- Provide oversight of all work performed under this Contract;
- Follow direction set by the Department's Project Manager;

- Perform project-related assignments to include the planning, organizing, and developing of complicated tasks as assigned by the Department;

- Direct oversight of project professionals and staff;

- Direct training and indoctrination of workers to improve performance and acquaint workers with Contract requirements, policies, and procedures;

- Recommend changes, review progress, and approve work products for the Maintenance Program;

- Recommend ITS equipment specifications and assist in developing operating procedures for ITS devices;

- Requisition tools, spare parts, equipment, and supplies required for maintenance operations;

- Train assigned staff in proper work methods and techniques and in the set up and use of equipment;

- Monitor allocated budget for spare parts and supplies and manage spare parts consumption and usage to ensure that budget levels are met;

- Track project budget, inventory, and tasks assigned, and provide monthly updates, status of work, and cost summaries;

- Prepare and submit monthly invoices, progress reports and other documents in a timely manner as required by this Scope of Services;

- Provide sufficient staff and resources for all tasks and activities throughout the duration of the Contract;

- Ensure that maintenance staff have the required qualifications and background check documentation before being employed by the Contractor;

- Meet as requested with the Department's Project Manager to review and discuss operations of the contract;

- Provide summary minutes as required by this Scope of Services after each meeting for review and approval by the Department;

- Coordinate activities of workers repairing, upgrading, modifying, or installing equipment or systems in order to improve existing equipment;

- Interact with the Department's staff managers and consultants to review issues pertaining to equipment or systems performance and status;

- Attend meetings as directed by the Department to ongoing phase(s) of ITS construction meeting, utility coordination meeting, and others as directed; and

- Perform other tasks as assigned by the Department.

Deputy ITS Project Manager (DPM)

The DPM shall be able to assist the ITS Project Manager with daily operations and be able to perform those duties if the ITS Project Manager is not available. The DPM will assist the Project Manager with the Day to Day managerial issues such as scheduling, invoicing, tracking work orders, and general administrative tasks. The DPM shall have a minimum of two years' experience as a senior technician or similar role. This is a limited use position as needed.

Electrician

This classification includes tradesmen who are licensed electricians. It is expected that there will always be an electrician available when needed within a few days' notice. The Electrician must be licensed in Florida with a minimum of three (3) years previous ITS experience and/or training as a journeyman electrician or electrical inspector; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities. This is a limited use position as needed.

Senior Technician

This technician has advanced skill sets that exceed the Technician II level. These technicians are considered "Duty Experts" in their fields, by having demonstrated a higher aptitude of proficiency in troubleshooting and maintenance. This technician can also supervise the work of lower-level technicians. This classification may be certified in their respective fields, including but not limited to: network administrators, traffic signalization, etc. This position shall have a minimum of five (5) years previous ITS experience.

Technician II

The technician II is an intermediate level technician, who can work independently with little or no supervision. A level II technician has been exposed to and can adequately troubleshoot and make repairs to field devices, subsystems and/or construct new sites. Other level II technicians may work in trades that require the oversight or supervision of a licensed/Certified Sr. Technician. This position shall have a minimum of two (2) years previous ITS experience.

Technician I

A level I technician is a basic or entry level technician who has no or very little ITS or trades experience. This technician requires extra supervision and can perform basic tasks and may have minimal computer experience. These technicians are laborers who can perform preventive maintenance tasks or be part of a construction crew with supervision of a higher-level technician.

Programmer

Programmers use computer program languages to develop, maintain test and debug computer software. Programmers use coding languages such as C, C++, SQL and Java to monitor and adjust a programs framework as well as create and maintain relational databases such as SQL Server and Oracle. This is on an as needed basis and expected to be available within five working days' notice.

Administrative Assistant

The Administrative Assistant position is responsible for non-technical support of the Contract. This position assists with creating reports, performing or assisting with non-technical tasks, shipping and receiving assistance and verifications and assisting with invoicing.

#### 4.7.1.3 General Appearance and Conduct

Contractor staff shall exercise good judgment in carrying out their duties and conduct themselves in such a manner that will reflect favorably upon the Department. The Department reserves the right to require removal of any Contractor employee from this Contract who cannot perform their duties to the satisfaction of the Department or damages the reputation of the Department and/or the Contractor.

Contractor staff will wear clean and neat uniforms. Contractor staff shall be required to wear a picture ID issued or approved by the Department. Uniforms are required for all maintenance and support staff and must include company logos to assist the Department and Florida Highway Patrol in identifying authorized personnel at the RTMC and at roadside work locations. The Contractor shall provide uniforms for all personnel working onsite at the SunGuide RTMC and in the field under this Contract. The Department shall approve uniforms prior to Contractor usage. All personnel shall be well groomed.

The Contractor shall continuously monitor personnel performance as part of its own management activity.

#### 4.7.1.4 Training

The Contractor shall provide qualified instructors and all materials for training Contractor staff in the maintenance, operation, and troubleshooting of equipment, hardware, software, and firmware for all System devices. Department staff may participate in training with Contractor staff. Training shall be conducted on an as-needed basis and shall consist of formal classroom lectures as well as "hands-on" training that consists of working with actual equipment and testing of ITS devices and the entire System.

### 4.7.2 Personnel Vetting

During the term of the Contract, the Contractor shall provide resumes of all proposed primary maintenance staff and all new hires along with certification or documentation of the following: drug test results, criminal background check, drivers' licenses, and other information for approval prior to hiring. The Contractor shall be responsible for any costs associated with personnel vetting, background checks, criminal record checks, drug-free workplace certifications and other certifications required per the Contract documents for the term of the Contract.

#### 4.7.2.1 Background Check

Each of the Contractor's staff assigned to service this Contract must pass an FDLE background check to access the SunGuide RTMC for repair and coordination/progress meetings. The Contractor shall be responsible to provide the proper documentation to law enforcement for obtaining all background checks.

All staff assigned to work on-site at the SunGuide RTMC, and other staff who's job duties require it as designated by the Department, shall complete, and submit to the Joint Task Force Manager of the FHP, the Joint Task Force (JTF) for Law Enforcement communications application for security clearance to the State Law Enforcement Radio System (SLERS) prior to providing on-site services under the terms of this Contract. The Contractor shall submit to the Department's Project Manager the application results for all staff and the Department will coordinate the SLERS security clearance with the Florida Highway Patrol. Contractor's staff not receiving security clearance to the SLERS system by the JTF shall not provide on-site services under this Contract.

It shall be the responsibility of the Contractor's Project Manager to ensure coordination of the background checks for the term of this Contract.

The Department and Contractor reserve the right to reject any staff prior to being assigned duties.

#### 4.7.2.2 Criminal Record Check

Individuals with felony conviction records shall not be hired. A criminal history record check shall be conducted by an approved Department agency and shall be provided by the Contractor to the Department for each employee before hire or access to the RTMC. These criminal record checks shall go back as far as the employee's birth. The Contractor shall perform criminal checks annually for all Contractor staff. Additionally, the Department may elect to have the Contractor perform periodic criminal record checks on Contractor staff.

#### 4.7.2.3 Drug-Free Workplace Certification

The Contractor shall provide proof, by a licensed medical practitioner or technician, that all Contractor staff is drug-free in accordance with Section 112.0455, *Florida Statutes*, prior to beginning operations. The Contractor shall submit the proof described above for staff every year thereafter.

### 4.8 Materials to be Furnished

#### 4.8.1 Contractor Facilities

The Contractor shall provide warehouse(s) space/support as needed to meet the Contract requirements to store the Department's spare parts, portable generators, and MOT related equipment.

#### 4.8.2 TMC Devices, Field Devices, and other Hardware

All equipment and component parts that are furnished will be new, unused, will meet all requirements of this Contract, and will be in operable condition at the time of delivery. All parts will be of high-quality workmanship and no part or attachment will be applied contrary to the manufacturer's recommendations or standard practice. If authorized by the Department, working parts recovered from damaged Department equipment may be used if such use does not negatively impact the warranty of equipment in which it is installed.

The Contractor shall be responsible for determining the quantity and type of spare parts to stock in the warehouse to keep the System operational as defined in this Scope of Services. The Contractor shall provide the Department with a list of spare parts (quantity and type) for approval prior to the end of the Transition Period.

The Contractor shall provide their own server and software, if necessary, to operate any Maintenance Management Software. The Department will provide space for the server, if needed, at the SWIFT Center. The Contractor shall be responsible to provide and connect all ancillary devices to make their Maintenance Management Software operational.

### 4.8.3 Software

For the performance of work described in the contract, the Contractor is expected to use, purchase, or have available computer software including, but not limited to:

- SunGuide software (to be provided by the Department at SunGuide RTMC);
- Maintenance management software, including trouble ticketing and inventory software (to be provided by the Contractor);
- ITSFM software (to be provided by the Department);
- ITS device manufacturer/vendor software;
- Various Microsoft Office Products and software required to perform ITS Maintenance services;
- Other software as requested by the Department

### 4.8.4 Incidental Materials

The Contractor shall be responsible for providing incidental materials that are necessary to perform the general nature of work described in this Contract.

### 4.8.5 Equipment, Machinery, Tools, and Vehicles

The Contractor shall provide on-site equipment including, but not limited to, bucket trucks, cranes, inspection/maintenance trucks/vehicles, field engineering equipment, air compressor, machinery, tools, materials, cellular phones, and other equipment necessary to perform the service required under this Contract. The Contractor shall provide all the machinery, equipment, tools and vehicles necessary to perform the services required under this Contract.

The Contractor shall have at a minimum one on-site bucket truck capable of reaching 40 feet in height exclusively for use under this Contract. In addition, the Contractor shall provide a bucket truck capable of reaching 60 feet in height within 24 hours of the request by the Department's Project Manager (or his/her designee) or as needed by the Contractor. The Contractor shall also provide a bucket truck capable of reaching 100 feet in height within 10 calendar days of the request by the Department's Project Manager (or his/her designee) or as needed by the Contractor. Bucket trucks are considered tools of the trade and will not be reimbursed by the Department.

The Contractor shall provide maintenance and inspection vehicles for the ITS Maintenance Contractor staff who perform field services. The Contractor shall provide one on-site

environmentally controlled van or trailer accustomed for conducting fiber optic fusion splicing and other similar type of work inside the van or trailer. All vehicle(s) shall have sufficient towing and hauling capabilities to carry out the tasks specified in this Contract.

The Department currently has four DP7500 portable generators and eight T30 mobile generators that are warehoused by the existing Maintenance Contractor. The Department is in the process of permanently mounting the eight mobile generators. However, not all of the generators may be permanently mounted prior to the beginning of this contract. The Contractor shall be responsible for all equipment, machinery, tools, and vehicles for deploying these generators in accordance with the FDOT District 1 Generator Analysis Final Report (see Appendix 3) for power during emergencies. The four portable generators are deployed to existing generator field cabinets. The Contractor may also be responsible for deploying additional portable generators obtained by the Department during declared emergencies.

Contractor logos shall be required on vehicles and equipment dedicated for use and performance of work under this Contract. Contractor vehicles that are regularly used to perform work under the Contract must have the following markings: Contractor logo, SunGuide logo, and any other safety messages required for vehicles stopping on limited-access facilities to conform to all safety agency regulations. Vehicles shall be outfitted with the appropriate strobe and safety lights required to perform their field duties.

The Contractor shall be responsible to provide a new laptop computer with docking station for each primary maintenance staff. The laptop shall be compatible with the System network. Computers and individuals using Department technology resources shall comply with the Security and Use of Information Technology Resources policy of the Department.

The cost of all typical machinery, equipment, tools, trailers, and vehicles (with trailer hitch) including, but not limited to pliers, multi-meters, crimp tools, Ethernet packet sniffers, hammers, shovels, battery or electrical power tools, laptop computers, video monitors, and other equipment necessary to perform the services required under this Contract shall be the Contractor’s responsibility. The Contractor shall be responsible for maintaining their equipment, machinery, tools, and vehicles, and all fixed and recurring costs for these items throughout the term of this Contract.

The cost of consumable parts required for maintenance, such as but not limited to: electrical tape, paint, cat 5 cables, fiber optic cable jumpers, markers, screws, steel bands, weed killer chemicals, degreasers, rain-X ®, etc., shall be included in the Contractor’s fixed fee (unit total cost) amounts.

The Contractor’s individual personnel communication devices (i.e. Cellular phones, beepers, wireless internet access devices etc.) and recurring cost shall already be included in the Contractor’s Billing Rates as overhead. This cost is not an allowable Contract charge and shall not be billed as direct expenses to the Department.

All measurement equipment and tools shall be calibrated by the manufacturer's certified calibrator and be calibrated on the frequency required by the manufacturer. These equipment and tools include, but are not limited to:

- OTDR,
- Oscilloscopes,
- Waveform and video generators,
- Multi-meters,
- Inductance Meters;
- Power Meters;
- Earth ground testers,
- Spectrum Analyzers;
- Fiber splicing equipment; and
- Network Analyzers.

The Contractor shall be responsible for providing all measurement equipment and tools necessary to perform the services outlined in this Contract. The Department may, at its sole discretion, provide certain maintenance and measurement tools/equipment for the Contractor to use under this Contract.

The Contractor shall maintain and inventory all equipment and tools provided by the Department. The Contractor shall ensure that all warranties remain valid on all equipment and that they are properly calibrated for the duration of the Contract.

### 4.8.6 Special Tools

When the Contractor encounters a repair or for any installation project that requires a special tool or machinery, it shall be the Contractor's responsibility to purchase the required tool or rent the tool/machinery. The Department will not reimburse the Contractor for any tool or machinery needed to perform the services outlined in this Contract.

#### 4.8.6.1 Control of Equipment

The Contractor shall maintain and store equipment associated with this Contract at the Contractor's warehouse location(s) approved by Department's Project Manager or at the SunGuide RTMC if designated by the Department. Storage locations shall be marked specifically for this Contract and shall not be used for any other purposes. Parts or equipment to be stored outside the Contractor's storage area shall be authorized by the Department's Project Manager; by default all spare parts or equipment not installed and operating shall be stored at the storage area dedicated to this project as approved by Department's Project Manager.

The Contractor shall secure a new storage container(s), as necessary, under this Contract to store spare parts at the location(s) designated by the Department. The Department may elect for the Contractor to pick-up and deliver parts as needed to locations in the geographic coverage area of this Contract.

### 4.8.7 Parts Procured by Contractor

For the duration of the Contract, the Department may request the Contractor to purchase parts needed for performing the Services stated in the Contract. For all such purchases, the Contractor shall secure three estimates for each part and prepare and submit a cost estimate of all anticipated parts (lowest price) to the Department for review and approval, prior to the actual purchase. If federal funds are NOT being used for the purchase and the purchase price of the part is less than $2,500 the Contractor is only required to obtain two quotes.

The Contractor shall submit to the Department, the original or copy of the manufacturer/vendor invoice to receive reimbursement for parts purchased for this Contract. The Contractor shall be allowed to charge a 5% mark-up to the Department for any parts (approved by the FDOT's Project Manager or his/her designee) purchased using this Contract. The 5% mark-up is not allowed for the tax or shipping portion of the purchase.

All parts purchased by the Contractor shall be tied to a specific Task Work Order. Failure to adhere to this framework shall result in non-payment or reimbursement to the Contractor. In addition, the Contractor shall be assessed a Non-Performance invoice reduction, receive a poor performance evaluation and/or may cause the Department to terminate the Contract. The decision of the Department's Project Manager shall be final.

## 4.9 Criteria for Performance Evaluation (Performance Measures)

Throughout the term of the Contract, the Department will conduct reviews of various phases of the Contractor's operations to determine compliance with the Contract and the sufficiency with which control procedures are applied to assure activities are in conformity with Contract provisions and Department procedures. Activities include ITS maintenance device availability (uptime), data management and general performance measures. The frequency of the Contractor performance review shall be on a quarterly basis.

Immediate remedial action is required for deficiencies to correct work that is not at the level of accepted performance. Failures to correct deficiencies shall result in assessment of non-performance penalties.

### 4.9.1 Staff Performance

Contractor staff performance shall be reviewed with regard to work quality, professionalism, reliability, and punctuality, and other performance assessments consistent with Department policy.

### 4.9.2 Contractor Staff Availability and Responsiveness

The Contractor shall be evaluated with respect to overall responsiveness to Department's requests. Contractor staff assigned to this Contract shall be evaluated with respect to reliability and responsiveness. Response times longer than those agreed upon between the Contractor and the Department or instances when the Department is unable to reach the Contractor to request services under this Contract will negatively impact the performance evaluation.

### 4.9.3 ITS Maintenance Device Availability/Device Uptime

ITS maintenance device availability is an important Contract performance indicator. The ITS maintenance device availability shall be calculated using the Department's Network Management Software (NMS) which currently is SolarWinds. At a minimum, the ITS maintenance device availability percentages shall be monitored and reported for the following:

- CCTV cameras
- Network Devices
- DMS
- Vehicle Detection Systems
- HAR
- RWIS

The Contractor shall ensure that the ITS maintenance device availabilities for repairs classified as routine, shall meet or exceed the goals in the table below.

**Table 4.9.3-1: ITS Maintenance Device Availability Goals**

| ITS Device | ITS Maintenance Device Availability Goal |
|---|---|
| CCTV Cameras | 99.0% |
| Network Devices | 99.0% |
| DMS | 99.0% |

| ITS Device | ITS Maintenance Device Availability Goal |
|---|---|
| Vehicle Detection Systems | 95.0% |
| HAR | 95.0% |
| RWIS | 95.0% |

Anything less than 100 percent functional is considered "down." The Department shall be responsible for the operation and maintenance of the NMS used to monitor and manage the System communications network. The Department shall configure the NMS to communicate with ITS field network devices via simple network management protocol, allowing field devices to be auto-discovered, monitored, and controlled. The NMS determines and displays physical and logical connectivity in networks as well as information pertaining to protocols running over the network. The Department shall expand the NMS as the growth of the System network warrants.

The Contractor shall be responsible for developing an availability report within the first 30 days of the contract (**official deliverable**) and submit it for approval to the Department's Project Manager. Availability reports using a tabular format with line charts that display average monthly ITS device availability and also display historical device system availability carried forward for the duration of the Contract are acceptable. The Contractor shall coordinate the final format of reports with the Department's Project Manager. The Contractor shall develop the report using data recorded in the NMS and in conjunction with information collected through RTMC operations and the Department's Project Manager.

The report shall include the uptime of all device systems and subsystems, including but not limited to devices shown in Table 4.9.3-1. This information shall be included with the monthly report and as a stand-alone calendar year annual report (**official deliverable**) documenting the total downtime and percentage available, i.e., 99.999 percent for that year per device, with a weighted average for the total equipment percentage reported. The annual report shall be submitted for approval to the Department's Project Manager by January 31, of each year. Downtime related to incidents or natural disasters shall be recorded separately from all other System failures.

The Contractor shall bid and include all report development costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

### 4.9.4 Response and Repair Times

The Contractor shall be evaluated with respect to both response and repair times specified in this Contract (refer to section 4.4.3.2 Repair Service Response Times and section 4.4.3.3 Acknowledgement Times).

### 4.9.5 General Performance Measures

General performance measures shall be used to indicate how well the Contractor is adhering to their proposal for this Contract and complying with the requirements of this Contract. General performance measures include, but are not limited to:

- Quality of the work performed by the ITS Maintenance Contractor staff;
- Adherence to proposed staffing plan;
- Adherence to operating hours and Contract schedules;
- On-time contract reports and invoices submittals;
- Prompt response to failure responses;
- Adherence to Preventive Maintenance Plan;
- High upkeep of the ITS Maintenance Device Availability metrics;
- Overall adherence to Contract requirements;
- Flexibility and adaptability of the ITS Maintenance Contractor to Department's needs;
- Other measurements as deemed necessary by the Department.

## 5 SERVICES AND MATERIALS PROVIDED BY THE DEPARTMENT

### 5.1 Contract Management

The Department will assign a Project Manager to be responsible for coordination with the Contractor and the direct management of their personnel as required who are performing work on behalf of the Department under this Contract.

The Department's Project Manager (or his/her designee) will administer this Contract to assure the Contractor is complying with the work described in the Contract. The Department's Project Manager (or his/her designee) will enforce the terms of the Contract.

The Department's Project Manager (or his/her designee) will assess penalties/invoice reductions based on Contractor's performance as per the Contract terms. The Department's Project Manager (or his/her designee) will perform Contractor Performance Evaluations on recurring basis for the term of the Contract.

## 5.2 Coordination

The Department's Project Manager will assist the Contractor with coordination of activities and maintenance activities with other stakeholders and work performed on behalf of the Department under this Contract.

## 5.3 Access to Facilities

The Department will provide access to Department facilities and resources in accordance with Department policies and procedures.

## 5.4 Spare Parts and incidental materials

The Department may choose to directly purchase ITS devices, parts, and other materials. The Contractor will take full responsibility for safeguarding materials provided by the Department in accordance with the requirements of this Contract.

The Department has spare parts and portable generators located at the current Contractor's warehouse. The incoming Contractor is responsible for relocating parts to their approved storage warehouse(s). Payment for relocation of parts and incidental materials shall be included within the Transition Plan upset limiting amount price (lump sum) section of the Exhibit "C", Contract Price Proposal. The Contractor will take full responsibility for safeguarding materials provided by the Department in accordance with the requirements of this Contract. The Contractor is responsible for receiving and inventory of all existing parts and portable generators and all parts ordered by the Department or the Contractor.

## 5.5 Property of the Department

All work performed by the Contractor pursuant to this Contract, including, but not limited to, the preparation of all plans, specifications, maps, schedules, estimates, software products, electronic computer files, reports prepared or obtained under this Contract, as well as all data collected, together with summaries and charts derived there from, shall be considered works made for hire and shall become the property of the Department upon completion or termination without restriction or limitation on their use and shall be made available, upon request, to the Department or the Department's Project Manager (or his/her designee) at any time during the performance of such services and/or upon completion or termination of this Contract. Upon delivery to the Department or the Department's Project Manager (or his/her designee) of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Contractor shall not copyright any material and products or patent any invention developed under this Contract.

The Contractor guarantees that upon termination of any personnel under this Contract that they shall bear the responsibility of immediately returning all Department property (if applicable) to the Department or the Department's Project Manager (or his/her designee). In the event that the Contractor is unable to return the said items, they shall notify the

Department or the Department's Project Manager (or his/her designee) and bear any costs associated with ensuring the security of the Department.

### 5.5.1 Intellectual Property

All hardware, software, firmware, source codes, compilers, tools, operations manuals and documentation developed, procured or used on this Contract will become the property of the Department after final acceptance (except for Contractor owned proprietary software developed and updated by the Contractor without using Department funds). Ownership of the software by the Department shall include the right to reproduce, install, use, and distribute any and all materials to any entity or individual within the Department or representatives thereof, as determined by the Department, without any additional compensation to the Contractor, suppliers, or vendors.

Works for Hire

The Department shall retain all rights and interests in, and title to, all intellectual property and products which are developed in whole, or in part, under this Contract. The Department reserves the right to waive all rights and interests in, and title to, any and all intellectual property and products which are developed in whole, or in part, under this Contract if it is deemed by the Department to be in the best interest of the Department.

Escrow of Source Code (If applicable)

The Contractor shall maintain in escrow a copy of the source code for the licensed software. With each new release of the software provided to the Department, the Contractor shall maintain the updated source code in escrow.

In the event the Contractor files for bankruptcy or ceases operations for any reason, the Department shall promptly be provided the current source code in escrow. The Department will only use the source code to support the licensed software subject to the same nondisclosure provisions of this Contract.

Machines or Computer Hardware/Software

The Contractor, without exception, shall save, defend and hold harmless the Department and its employees from liability of any nature or kind, including cost and expenses, for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation or use of articles supplied hereunder with equipment or data not supplied by Contractor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement. Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for

the Department the right to continued use of, or replace or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the Department agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction. If the Contractor uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood that, without exception, the contract price shall include all royalties or other costs arising from the use of such design, device, or materials in any way involved in the work.

# 6 CONTRACT MONITORING, PROGRESS REPORTING, COORDINATION AND SUBMITTALS

The Department will use Contractor reports and periodic contact with the Contractor to monitor the Contract and Contractor compliance with agreement terms and conditions, applicable laws, and regulations. Contract monitoring will also be used to verify that activities are being or have been performed in accordance with this agreement; that deliverables have been completed; that funds have been accounted for and used appropriately; and that the goals and objectives of this Contract are being met by the Contractor.

The Contractor is required to develop and maintain a two-week "look ahead" schedule to assist with coordination and monitoring of work performed under the Contract. Coordinate the format of the schedule and the frequency of updates with the Department Project Manager.

Every month, the Contractor shall prepare and attend at a minimum, 2 contract progress reporting meetings, which are the bi-weekly meeting and the monthly meeting. The Contractor shall also attend other meetings as requested by the Department.

## 6.1 Status Meetings and Reports

The Contractor shall maintain complete and accurate records, in hard copy and electronic file acceptable to and approved by the Department for all System maintenance activities and any other events relating to the Contract. All documentation shall be kept in the Contractor's office or other Department-designated location(s).

Upon the completion or termination of the Contract, all project records and files shall be delivered to the Department within 30 calendar days prior to submittal of the final invoice by the Contractor. Final payment shall not be rendered by the Department until all of the conditions of the Contract have been met. The Contractor shall provide all reports and information as stated in this Scope of Services document and as determined by the Department during the term of the Contract.

The Contractor shall keep a documented log of each and every device location as outlined in Section 4.1.6 of this Scope of Services. Preventive and routine maintenance, repair logs,

parts replacement, special notes, recommendations, and equipment warranty records (if available) shall be included as part of the device log. Multiple device logs can be compiled into a single site log if multiple devices are at a single location. This log shall be presented to the Department prior to the Bi-weekly and Monthly Meetings. The format of the document shall be in an Excel 2003 or later format and shall be in a sortable column format that has been pre-approved by the Department.

It shall be the Contractor's responsibility to maintain complete and accurate records of all work activities and all other events relating to this Contract. Project records shall include, but not be limited to, such items as status reports, meeting notes, cost proposals, invoices, current and historical inventory records, locate tickets and reports, updated as-built plans, time sheets, and Contractor's staff records. Project files shall contain all correspondence to and from the Contractor and subcontractors; consultants; manufacturers; equipment Contractors; local, state, and federal agencies; etc., as related to this Contract. These files shall also include all materials information obtained by or given to the Contractor. All records shall be categorized and organized by date, activity, and subject. Paper documentation shall be scanned into an electronic format and become part of an electronic document repository for the Contract.

The project files shall be established such that they can be delivered to the Department's Project Manager.

### 6.1.1 Bi-Weekly Meeting and Report

The Contractor shall schedule a bi-weekly contract status meeting on the fourth Thursday of every month for the term of this Contract unless otherwise directed by the Department. On occasions, when the Department is closed for a holiday, the Contractor shall reschedule the meeting to the next business day. The Contractor shall supply a Bi-weekly Status Report **(official deliverable)** describing all activities to the Department's Project Manager. The bi-weekly status report along with Meeting Agenda **(official deliverable)** shall be submitted to the Department for review at a minimum 2 business days prior to the bi-weekly meeting to ensure sufficient review time for the Department staff. The Contractor shall provide preliminary Meeting Minutes **(official deliverable)** within 5 business days of the bi-weekly meeting for review and approval by the Department. The Contractor shall provide final Meeting Minutes **(official deliverable)** within 10 business days of the bi-weekly meeting incorporating all comments made by the Department. The bi-weekly status reports, meeting agendas and minutes shall commence at Contract Start Date and shall continue for the duration of the Contract. The bi-weekly status report shall include descriptions of all services performed and results of testing conducted during the report period, which is typically the first 2 weeks of that month. The report format shall be coordinated with the Department's Project Manager. The bi-weekly status report shall include at a minimum, but not be limited to, the device records (outlined above in this Scope of Services) and:

- Any other information as deemed necessary by the Department.

The Contractor shall bid and include all bi-weekly meeting attendance, requirements, and report development costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

### 6.1.2 Monthly Meeting and Report

The Contractor shall schedule the monthly meeting on the second Thursday of every month for the term of this Contract unless otherwise directed by the Department. On occasions, when the Department is closed for a holiday, the Contractor shall reschedule the meeting to the next business day. The Contractor shall supply a Monthly Status Report **(official deliverable)** describing all activities to the Department's Project Manager. The monthly status report along with Meeting Agenda **(official deliverable)** shall be submitted to the Department for review at a minimum 2 business days prior to the monthly meeting to ensure sufficient review time for the Department staff. The Contractor shall provide preliminary Meeting Minutes **(official deliverable)** within 5 business days of the monthly meeting for review and approval by the Department. The Contractor shall provide final Meeting Minutes **(official deliverable)** within 10 business days of the monthly meeting incorporating all comments made by the Department. The monthly status reports, meeting agendas and minutes shall commence at Contract Start Date and shall continue for the duration of the Contract. The monthly status report shall include descriptions of all services performed and results of testing conducted during the report period, which is typically the previous calendar month. The report format shall be coordinated with the Department's Project Manager. Samples of the monthly status report, meeting agenda and summary minutes are included in Appendix "5" for the Contractor's reference only. The monthly status report shall include at a minimum, but not be limited to, the device records (outlined above in this Scope of Services) and:

- Monthly average ITS maintenance device availability for ITS subsystems e.g. CCTV cameras, DMS, VDS, RWIS, HAR, Network Devices, etc.
- Special Projects;
- ITSFM updates;
- Inventory updates;
- Vandalism or theft activity updates;
- Contractor Staffing and personnel updates; and
- Any other information as deemed necessary by the Department.

The Contractor shall include the monthly preventive maintenance schedule and monthly preventive maintenance report as part of the monthly status report. The Contractor shall refer to Scheduled Preventive Maintenance section of this Contract for report requirements.

The Contractor shall include the monthly parts purchase projection and monthly spare parts report as part of the monthly status report. The Contractor shall refer to the Parts Procurement and Inventory sections of the Contract for report requirements.

The Contractor shall bid and include all monthly meeting attendance, requirements, and report development costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

### 6.1.3 Annual Meeting and Report

The Contractor shall prepare and organize an annual contract status meeting every year during the term of the Contract at the SWIFT RTMC before July 31 each year. The annual Meeting Agenda **(official deliverable)** shall be submitted to the Department for review at a minimum 3 business days prior to the annual meeting to ensure sufficient review time for the Department staff. The Contractor shall provide preliminary Meeting Minutes **(official deliverable)** within 5 business days of the annual meeting for review and approval by the Department. The Contractor shall provide final Meeting Minutes **(official deliverable)** within 10 business days of the annual meeting incorporating all comments made by the Department. The Contractor shall submit the draft Annual Contract Status Report **(official deliverable)** two weeks prior to the meeting for Department's review and approval. The Contractor shall submit the final Annual Contract Status Report **(official deliverable)** before September 1 each year incorporating all comments made by the Department. The reporting period of the annual contract status report shall be from July 1 of previous year through June 30 of current year. The annual contract status report shall include an overall summary of the ITS maintenance activities within that year. At a minimum, the annual contract status report shall describe the major accomplishments and lessons learned during the reporting period, as well as planned activities for the upcoming year of the District One ITS Maintenance Program. The report format shall be coordinated with the Department's Project Manager.

The Contractor shall bid and include all annual meeting attendance, requirements, and report development costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

## 6.2 ITS Maintenance Procedures Handbook Update

The Contractor shall review and provide annual updates to the FDOT District One ITS Maintenance Procedures Handbook document. The current District One ITS Maintenance Procedures Handbook is attached as Appendix "4". During the Contract's Year 1, the Contractor shall update and submit the draft ITS Maintenance Procedures Handbook

document **(official deliverable)** on or before December 15, 2018, to the Department for review and approval. The Contractor shall submit the final updated Annual ITS Maintenance Procedures Handbook document **(official deliverable)** incorporating all comments made by the Department two weeks after the Department provides comments. Thereafter, the Contractor shall perform annual updates for new device/component additions, changes in maintenance procedures and other updates as directed by the Department. The ITS Maintenance Procedures Handbook shall establish guidelines and procedures for maintenance responsibilities and create an atmosphere conducive to teamwork, accuracy, consistency, and professionalism. The Contractor shall submit the draft updated Annual ITS Maintenance Procedures Handbook document **(official deliverable)** before June 30, each subsequent year for Department's review. The Contractor shall submit the final updated Annual ITS Maintenance Procedures Handbook document **(official deliverable)** before August 1, each subsequent year incorporating all comments made by the Department.

The Contractor shall bid and include all ITS Maintenance Procedures Handbook initial update and annual update development costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

### 6.3 ITS Device Network and Dependency Diagram (OPTIONAL TASK)

This is an optional task. The Department may request this work at any time during the Contract period or not at all.

The Contractor shall develop, update and submit an ITS Device Network and Dependency Diagram to the Department for review and approval on an annual basis. At a minimum, the ITS Device Network and Dependency Diagram shall show the relationship and dependency of each ITS device with respect to other devices along the corridor (e.g. communications and network architecture dependency, electrical dependency, device co-location, etc.) and each device connections to the fiber optic cable backbone, communication hubs and the SunGuide RTMC. Every year after the initial diagram is developed (OPTIONAL) the Contractor shall field verify all devices with regard to the diagram, update or develop the missing portions for new device/component additions, changes in configuration, and other updates as directed by the Department and submit the ITS Device Network and Dependency Diagram in electronic format to the Department for review and approval. The Contractor shall coordinate with the Department on the format of the ITS Device Network and Dependency Diagram.

The Contractor shall bid and include all ITS Device Network and Dependency Diagram initial development and annual update development costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

## 6.4 Monthly Invoicing and Progress Reports

The Contractor shall prepare and submit monthly invoices and progress reports **(official deliverables)** to the Department for review and approval. The invoice and progress reports shall be prepared and organized with all necessary backup information as requested by the Department. The Invoice and Progress Report shall contain at a minimum, but not limited to, the following:

- Contract number;
- LOA/TWO numbers;
- Purchase order numbers if applicable;
- Ticket information for repairs;
- Employee timesheets (if applicable);
- Subconsultant invoices;
- Vendor invoices;
- All receipts of all materials purchased; and,
- Others as requested by the Department.

In addition, the Department's Project Manager (or his/her designee) may require other back-up information from the Contractor to justify the services provided and invoiced to the Department e.g. hours being invoiced, materials purchased, clarification in taxes paid, etc. The Department shall assess a lower grade in the monthly performance evaluations for late invoice submittals. Invoice period shall be for a calendar month and invoices shall be submitted to the Department by the Contractor within 30 calendar days from the end of the invoice period.

When the Contractor's invoice includes billing of the Contractors' staff hours for any services performed, the Contractor shall submit the timesheets for all staff including Sub-Contractor staff. The Contractor shall ensure that the hours submitted on the timesheets include a description for the work performed i.e. approved LOA/TWO number so that when the Contractor and Sub-Contractor staff work on various LOA/TWO's it can be tracked via the timesheets. The Contractor shall be responsible for all back-up information submitted with each invoice including information provided by their Sub-Contractor.

Within 15 calendar days of Contract Start Date, the Contractor shall coordinate and seek approval of the invoice and progress report format from the Department's Project Manager. However, during the term of the Contract, the Department may request the Contractor to

adjust or modify the invoice and progress report formats and the Contractor shall accommodate all such requests.

The Contractor shall bid and include all Monthly Invoice and Progress Report development costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

## 6.5 Transition Period/Plan

The Contractor shall be responsible for developing a Transition Plan **(official deliverable)** and submitting it for approval to the Department's Project Manager within 7 calendar days after Contract execution date. The transition plan shall detail how the Contractor will work with the incumbent ITS Maintenance Contractor to ensure a seamless transfer of maintenance service and to ensure continuous 24 hours a day, 7 days a week system operation and functionality of all components of the System. The transition period is a 30 day period (most likely start date will be the Contract NTP date and will run for 30 days). During the transition period, all ITS Maintenance tickets will be responded by the existing Contractor and all ITS Maintenance activities will be conducted by the existing Contractor. However, it is expected that the new ITS Maintenance Contractor will begin the required transition services including completing any pending training, and provide staffing resources including onsite and field personnel to take over maintenance responsibilities and learn the intricacies of the existing System. The new Contractor will be responsible for relocating all Department owned equipment to their warehouse and must work with the existing Contractor. The new Contractor must inventory all items to ensure they are receiving what is on the existing Contractor's inventory list and must certify in writing to the Department of a complete/incomplete inventory noting any items deemed to be missing.

The new ITS Maintenance Contractor will bid a lump sum limited amount cost between a low of $1.00 up to a maximum of $100,000 for the services conducted during the Transition Period. Upon the completion of the transition period the new ITS Maintenance Contractor will assume all responsibilities of District One ITS Maintenance and provide services as per the Contract documents. The Transition Plan development shall not be paid for separately but shall be part of the lump sum limited cost for Transition Period Services of the Exhibit "C", Contract Price Proposal.

Contract Start Date - The Contract Start Date for this Contract will begin at the end of the Transition Period, from which point, the new ITS Maintenance Contractor will assume responsibilities for providing all services as stated in the new ITS Maintenance Contract.

Transition Period - For this Contract, the Transition Period is a 30 day period following the Contract NTP to the Contract Start Date. This 30 day period is to allow the Contractor to mobilize and transition from the existing Contract to the new Contract.

## 6.6 Project Management Plan

The Contractor shall be responsible for developing a Project Management Plan **(official deliverable)** and submitting it for review and approval to the Department's Project Manager within 14 calendar days after Contract NTP. The Project Management Plan shall include, but not be limited to, the Contractor's staffing plan, hiring plan, tiered staff support plan, hurricane evacuation plan, emergency response plan, generator maintenance and refuelling plan, field and office staff internet access, cellular phones, computer and vehicle maintenance plan, and other topics as requested by the Department.

The Project Management Plan development shall not be paid for separately but shall be part of the lump sum limited amount cost for Transition Period Services of the Exhibit "C", Contract Price Proposal.

# 7 SUBMITTALS/DELIVERABLES

Submittals and deliverables have been identified throughout this Scope of Services. They include but are not limited to the following:

- Preventive Maintenance Plan
- Monthly Preventive Maintenance Schedule and Report
- Diagnostic Report and Final Repair Report
- Device Inventory
- Annual Significant Value ITS Infrastructure Inventory Report
- Bi-Weekly Status Report (including Device Records/Logs), Meeting Agenda, Preliminary and Final Meeting Minutes
- Monthly Status Report (including Device Records/Logs and Device Uptime Report), Meeting Agenda, Preliminary and Final Meeting Minutes
- Annual Meeting Agenda, Preliminary and Final Meeting Minutes, Draft and Final Status Report (including Annual Device Uptime Report)
- ITS Maintenance Procedures Handbook Draft and Final Updates
- Monthly Invoice and Progress Report
- Transition Plan
- Project Management Plan

It is the Contractor's responsibility to ensure all submittals and deliverables are submitted in a timely manner.

## 8 WORK AUTHORIZATION AND COMPENSATION

Work authorization and compensation is described in the attached Exhibit "B", Method of Compensation.

## 9 FINANCIAL CONSEQUENCES

### 9.1 Non-Performance Penalties

This Contract contains non-performance penalties. The Contractor acknowledges that failure to complete the services by the completion date designated on the Contract document or LOA/TWO, or failure to meet the up-time requirements, other requirements and performance metrics established in the Contract shall cause the Department to incur damages and seek compensation. Therefore, the Department shall reserve the right to assess the Contractor penalties that shall be deducted from the monthly Contractor invoice. Application of this non-performance reduction in payment will not waive the Department's right to terminate this Contract in the interest of the Department.

The infractions that shall activate the invoice payment reductions for Non-Performance shall include, but not limited to:

- Not meeting the device uptime goals outlined in this Scope of Services - $500.00 per each device group goal not met, per day.
- Not providing the Preventive Maintenance Plan Schedule when required - $500.00 per occurrence, per day.
- Not providing the maintenance device equipment logs when required - $250.00 per occurrence, per day.
- Not conducting scheduled preventive maintenance within the monthly time frame as required - $250.00 per occurrence, per day until the scheduled devices are completed.
- Not meeting the repair services response times - $250.00 per occurrence.
- Not meeting the On-Call acknowledgement response times - $150.00 per occurrence.
- Not fulfilling warranty requirements - $500.00 per occurrence, per device.

- Not performing an authorized task within the specific time - $100.00 per occurrence, per day.
- Not meeting dress code - $150.00 per occurrence.
- Not submitting progress reports on time - $250.00 per occurrence, per day.
- Not submitting invoices on time - $250.00 per occurrence, per day.
- Not keeping generators fueled - $100.00 per site, per day

### 9.2 Invoice Payment Reductions

The Department will reduce invoice payments in order to assess penalties as a result of poor Contractor performance.

## 10 OPTIONAL SERVICES

At the Department's option, the Contractor may be requested to provide optional services. Typically, the fee for these optional services is negotiated in accordance with the terms detailed in Exhibit "B", Method of Compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the service(s). A supplemental agreement adding the additional services shall be executed to the Contract.

At the Department's option, the Contractor may be requested to perform Maintenance Services to any Traffic Signal System in District One.

## 11 APPENDIX 9: FEDERAL AID TERMS AND CONDITIONS

**Insert the current version of Form 375-040-40 and mark as appropriate.**

## 12 APPENDIX 10: INFORMATION TECHNOLOGY RESOURCES

**Insert the current version of Form 375-040-29 and mark as appropriate.**

# APPENDIX

**APPENDIX 1: SAMPLE ANNUAL SIGNIFICANT VALUE ITS INFRASTRUCTURE INVENTORY REPORT**

**APPENDIX 2: ITSFM TECHNICAL MEMORANDUM "IMPLEMENTATION GUIDELINES AND MINIMUM REQUIREMENTS FOR DISTRICT ONE"**

**APPENDIX 3: FDOT DISTRICT ONE GENERATOR ANALYSIS FINAL REPORT**

**APPENDIX 4: DISTRICT ONE ITS MAINTENANCE PROCEDURES HANDBOOK**

**APPENDIX 5: SAMPLES OF THE MONTHLY STATUS REPORTS, MEETING AGENDA AND MINUTES**

**APPENDIX 6: COLLIER AND LEE COUNTIES I-75 ITS FMS PLANS**

**APPENDIX 7: CHARLOTTE COUNTY I-75 ITS FMS PLANS**

**APPENDIX 8: SARASOTA AND MANATEE COUNTIES I-75 ITS FMS PLANS**

**APPENDIX 1 - 8: WILL BE PROVIDED IN A CD FORMAT AT THE MANDATORY PRE-PROPOSAL CONFERENCE : 2-27-2018 @ 1:00PM**

State of Florida
Department of Transportation




DISTRICT ONE

# EXHIBIT "B"
# Method of Compensation

## District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One

| | |
|---|---|
| Financial Project Number: | |
| Proposal/Contract Number: | RFP-DOT-DR |

**Exhibit B – Method of Compensation**
**District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One**

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**Exhibit B – Method of Compensation**
**District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One**

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**Exhibit B – Method of Compensation**
**District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One**

**Performance** of the services detailed in each "Letter of Authorization/Task Assignment or Order".

Equipment, materials, vehicles, tools, etc. necessary for the Contractor to perform maintenance, parts, equipment replacement, and more than two hours of trouble shooting, diagnostic services as noted in Exhibit A, Scope of Services shall be considered incidental and shall be included in the Contract Unit prices, unless stated otherwise in a T.A.O. The Contractor will not be allowed a markup on the costs of any incidental materials or equipment as those costs are included in the Contract Fixed Fee Unit Total Cost. No additional compensation will be made for any maintenance activities performed at night.

## II. INVOICE SUBMITTALS

The Contractor shall submit invoices to the following Department staff and address for approval and processing:

Florida Department of Transportation
SUNGUIDE Center
[redacted] Daniels Parkway
Fort Myers, FL [redacted]
Attention: FDOT Project Manager

The vendor has certified that [redacted] MBE/DBE utilization should be achieved for this Contract. If MBE utilization has certified by the vendor, an MBE payment certification form shall be submitted with each invoice to verify the MBE utilization.

If DBE utilization has certified, DBE payments are to be input each month at the following link: https://www.dot.state.fl.us/equalopportunityoffice/index.shtml

New users reporting DBE payments will need to contact the FDOT Service Desk at FDOTSupportDesk@dot.state.fl.us to get a user ID and password to access the application.

## III. DETAILS OF COSTS AND FEES

Details of the Contractor's costs and fees for the performance of the Contractor's services described in Exhibit "A" Scope of Services are contained in Exhibit [redacted] Contract Price Proposal attached hereto and made a part hereof.

**Exhibit B – Method of Compensation**
**District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One**

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T□e □ontra□tor s□all □e allo□ed to □□ar□e a □□ mar□□□p to t□e Department for an□ parts □appro□ed □□ t□e FDOT□s Pro□e□t Mana□er or □is□□er desi□nee□p□r□□ased □sin□ t□is □ontra□t□T□e □□ mar□□□p is not allo□ed for t□e ta□or s□ippin□ portion of t□e p□r□□ase□T□e □ontra□tor is not allo□ed to □□ar□e a mar□□□p on an□ rental e□□ipment□tools□ma□□iner□or □e□i□les□Pa□ment □ill □e made □pon a□□eptan□e of t□e s□stem □omponent □□ t□e Department□ T□is pa□ment does not in□□de man□fa□t□rer repair for items □o□ered □□a man□fa□t□rer□s □arrant□□T□e □ontra□tor s□all pro□ide t□e Department □opies of all in□oi□es from material and ser□i□e pro□iders relatin□ to t□is □ontra□t□ □n estimate m□st □e appro□ed □□ t□e Department□s Pro□e□t Mana□er or □is□□er desi□nee □efore an□ parts ma□ □e p□r□□ased or □or□ma□ □e done□

□ppro□ed e□pense items not □ontained in t□is pri□e s□eet s□all □e p□r□□ased in a□□ordan□e □it□ □□□□□□□□□□□Florida □dministrati□e □ode□and in□□de a minim□m of t□o □□otes□□o□e□er□t□ree □□otes □ill □e needed for an□item □reater t□an □□□□□□□ Ser□i□es □□spe□ialists not in□□ded in t□is pri□e s□eet ma□□e re□□ired at times and s□all □e o□tained □□t□e same pra□ti□e as □ommodities□

□□□□ D□M□□□S TO □□ISTI□□ ITS □□□IPM□□T □□□S□D □□ T□IRD□P□RT□ □□□I□L□ □R□S□□S

□ll □osts related to repair of dama□es to t□e Distri□t□s e□istin□ITS e□□ipment □a□sed □□ t□ird□part□ □e□i□le □ras□es s□all initiall□ □e □orne □□ t□e Department□T□e □ontra□tor □ill □e responsi□le for reportin□ dama□e fo□nd d□rin□ an□ of t□e maintenan□e tas□s defined in □□□i□it □□□S□ope of Ser□i□es□□□i□□ appears to □e related to a □e□i□le □ras□□T□e time spent in□esti□atin□t□e dama□e ma□□e □andled□ at t□e Department□s dis□retion□□nder a □eneral ser□i□es T□ O □eld open for on□ □oin□s□pport ser□i□es□□n estimate m□st □e appro□ed □□t□e Department□s Pro□e□t Mana□er or □is□□er desi□nee □efore an□ □or□ ma□ □e done□□ □en t□e □or□ is □ompleted□t□e □ontra□tor m□st send a □op□of t□e in□oi□e for t□ose repair ser□i□es and file a □laim □it□ t□e responsi□le part□s ins□ran□e □ompan□□□n□reim□□rsement re□ei□ed □□t□e □ontra□tor s□all □e □redited to t□e Department on t□e ne□t in□oi□e□ T□e □ontra□tor m□st □oordinate filin□all □laims □it□t□e Department□s Le□al Offi□e in Talla□assee□

**Exhibit B – Method of Compensation**
**District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One**

**FINANCIAL CONSIDERATIONS**

Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverables must be received and accepted in writing by the Department's Project Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Contractor is unsatisfactory, the Department shall notify the Contractor of the deficiency to be corrected, which correction shall be made within 5 business days. If the issue rectification is unacceptable to the Department, the Contractor shall be assessed a non-performance penalty per the Financial Consequences specified in the Exhibit "Scope of Services".

RFP CHECKLIST
(DOES NOT NEED TO BE RETURNED WITH YOUR PROPOSAL)

This Checklist is provided as a guideline, only, to assist Proposers in the preparation of their RFP response. Included are some important matters that the proposer should check. This checklist is just a guideline, and is not intended to include all matters required by the RFP. Proposers are responsible to read and comply with the RFP in its entirety.

Check off each the following:

____ 1. The Price Proposal has been completed, as specified, and enclosed in the RFP response.

____ 2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.

____ 3. The "Drug-Free Workplace Program Certification" form has been read, signed, and enclosed in the RFP response, if applicable.

____ 4. "Scrutinized Companies Lists" certification form has been read, signed, and enclosed in the RFP price proposal, if applicable (proposals of $1 million or more).

____ 5. The "Bid Opportunity List" and the "DBE Participation Statement" form has been read, completed, and enclosed in the RFP response, if applicable.

____ 6. The Scope of Services, Exhibit "A", has been thoroughly reviewed for compliance to the RFP requirements.

____ 7. The Technical Proposal (one (1) original and the specified number of copies) has been completed, as specified, and enclosed in the RFP response.

____ 8. A letter from a surety company to document your ability to obtain the required Performance Bond, as per Section 12 of the Special Condition, is included in the Technical Proposal (if applicable).

____ 9. The www.myflorida.com website has been checked and any Addendums posted have been completed, signed, and included in the RFP response.

____ 10. The RFP response must be received, at the location specified, **on or before** the Opening Date and Time designated in the RFP.

____ 11. On the Lower Left Hand Corner of the Envelope transmitting your RFP response, write in the following information:
RFP No.:_____

Title: District-Wide Intelligent Transportation Systems (ITS) Maintenance Services District One

Opening Date & Time: See "TIMELINE" in INTRODUCTION SECTION

DocuSign Envelope ID: 80BB234F-C963-4168-BD3D-826EEB96D482

FLORIDA DEPARTMENT OF TRANSPORTATION

# STANDARD WRITTEN AGREEMENT
# MODIFICATION # 15

375-040-07
PROCUREMENT
03/17

| | |
|---|---|
| Agreement No. | BE638 |
| Financial Project I.D. | 432656-1-72-02 |
| Vendor No. | F943198006007 |
| Procurement No. | RFP-DOT-18-19-1104DR |
| DMS Catalog Class No. | 80101500 |

Renewal # 1

This Agreement, made and entered into on 07/24/2023 | 3:17 PM EDT by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and TransCore ITS, LLC of 6021 Orient Road, Tampa, FL 33610 , duly authorized to conduct business in the State of Florida, hereinafter called the "Vendor."

## WITNESSETH:

WHEREAS, the Department and the Vendor heretofore on 9/01/2018 ,entered into an agreement, hereinafter called the "Original Agreement," whereby the Department retained the Vendor to furnish certain services in connection with District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One ; and

WHEREAS, said Original Agreement has a renewal option that provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the Original Agreement and any written amendments signed by the parties;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree as follows:

1. Said Original Agreement is renewed for a period beginning 9/1/2023 and ending 8/31/2026 .

2. Upon execution of this Agreement, the Department has made available additional funding in the amount of $10,183,160.83 . This brings the total available for the Agreement to $28,989,714.77 .

Except as hereby modified, amended, or changed, all of the terms and conditions of said agreement and any amendments thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

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FLORIDA DEPARTMENT OF TRANSPORTATION

# STANDARD WRITTEN AGREEMENT



Transcore ITS, LLC
Name of Vendor

BY: DocuSigned by: Michael Crotty
Authorized Signature

Michael Crotty
(Print/Type)

Title: VP, Controller

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: DocuSigned by: Lori Albritton

Lori Albritton
(Print/Type)

Title: District One Transportation Support Manager

FOR DEPARTMENT USE ONLY

APPROVED:
DocuSigned by: Elizabeth Myers
Don Naylor, District Contracts Administrator

LEGAL REVIEW
DocuSigned by: Don Conway

DocuSign Envelope ID: 80BB234F-C963-4168-BD3D-826EEB96D482

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# REQUEST FOR PROCUREMENT ACTION

375-040-28
PROCUREMENT
03/17

REQUEST NUMBER: COST CENTER #:162 FISCAL YEAR: __ / __ SEQUENCE #: __

| Requesting Office: | Project Manager: | Phone: | User ID: | Mail Sta. |
|---|---|---|---|---|
| Intelligent Transportation Systems | Subin Idikula | 640-1150 | TO162SI | 1-96 |

Description of Project:
Districtwide Routine Maintenance of Intelligent Transportation Systems (ITS) and ITS Fiber Locates: 3 Year Renewal. Amend contract for adding language for ITS Trailers.

| Proposed Contract Period: | Total Estimated Cost: | Funding Category: |
|---|---|---|
| FROM: 9/1/2023 TO: 8/31/2026 | $ 10,183,160.83<br>Details of cost attached, if applicable | ☐ State – Operating<br>☒ State – 08XXXX (WP)<br>☐ Fed – Operating<br>☐ Fed – 08XXXX (WP)<br>☐ FCO – Fixed Capital Outlay** |

***FCO & other projects requiring construction specs are not procured through the Commodities and Contractual Services Unit*
Scope Preparation Assistance: Infonet, Procurement Office, Commodity & Cont. Services, Reference Guides, Scope Development Guidelines.

☐ Request For New Contract ☒ Request For Action to Existing Contract

**NEW CONTRACT**

PROCUREMENT METHOD/SPECIFICATIONS: (ATTACH SCOPE OF SERVICES) Financial Management I.D.: _____

☐ Request for Proposal - Technical and Price Proposal (above $35,000 annual) ..... **Justification Attached**
☐ Invitation to Bid - Price Proposal meeting Minimum Qualifications (above $35,000 annual)..... **Justification Attached**
☐ Invitation to Negotiate - (above $35,000 annual)..... **Justification Attached**
☐ Single Source ☐ <= $35,000 ☐ $35,000.01 to $195,000 ☐ > $195,000.00 ..... **Justification Attached**
☐ Exempt from Competition: Government, University, Artistic, Registration, RESPECT, Medical, etc.
Type of Exemption:

Does this new contract replace an existing contract?

☐ Yes ☐ No If yes, Contract # _____ ☐ ITB ☐ RFP ☐ ITN # _____
Vendor: _____

**EXISTING CONTRACT**

Current Contract End Date: 8/31/2023 Contract # BE638 ☐ ITB ☒ RFP ☐ ITN # 18/19-1104DR

Financial Management I.D.: SEE ATTACHED Vendor: Transcore ITS, LLC

☒ Renewal No.
☐ Continuation (Single Source/IRR required, as applicable)
☐ Time Extension ☐ No Cost
☐ With Funding - $ _____
Length of Extension: _____
☒ Amendment - Justification and Description Attached
☒ Amendment - Change Budgetary Ceiling of Term Contract for an Indefinite Quantity
☐ Termination or Certificate of Completion - Description Attached
☐ Agreement of Assignment

DocuSigned by: Subin Idikula 06/01/2023 | 10:57 AM EDT
C583DF8506CF48F...
**Project Manager** **Date**

DocuSigned by: Steven Davis 06/02/2023 | 10:07
E47E08E1A154459...
**Approved: Office Manager Signature** **Date**

DocuSign Envelope ID: 80BB234F-C963-4168-BD3D-826EEB96D482

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# REQUEST FOR PROCUREMENT ACTION

375-040-28
PROCUREMENT
03/17

**TO BE COMPLETED BY PROCUREMENT OFFICE WITH PROJECT MANAGER**

Class Code: _____ Assigned To: _____

Comments: _____

DocuSign Envelope ID: 80BB234F-C963-4168-BD3D-826EEB96D482

Appendix I
Renewal #1 Modification #15
Contract: BE638
District Wide Intelligent Transportation Systems (ITS) Maintenance Services
FPID: 432652-1-72-02/419714-3-32-01

**Contract Renewal (9/1/2023 to 8/31/2026)**

432652-1-72-02
FY 2024
$3,020,000
Justification: Funds programmed for ITS Routine Maintenance FY 2024

432652-1-72-02
FY 2025
$3,107,580
Justification: Funds programmed for ITS Routine Maintenance FY 2025

432652-1-72-02
FY 2026
$3,200,807
Justification: Funds programmed for ITS Routine Maintenance FY 2026

432652-1-72-02
Partial FY 2027
$854,773.83
Justification: Funds programmed for ITS Routine Maintenance FY 2027

Contract Renewal Amount

| | | | | | |
|---|---|---|---|---|---|
| | | | | **Partial 2 month** | |
| | **FY 24** | **FY 25** | **FY 26** | **FY 27** | |
| **72 funds** | **$3,020,000** | **$ 3,107,580.00** | **$ 3,200,807.00** | **$ 5,128,643.00** | |
| **Per month** | **$ 251,666.67** | **$ 258,965.00** | **$ 266,733.92** | **$ 427,386.92** | |
| **Contract Amount** | **$3,020,000** | **$3,107,580.00** | **$3,200,807.00** | **$854,773.83** | **$10,183,160.83** |

Budgetary Ceiling $18,806,553.94
Renewal Total Increase is $10,183,160.83
The new Budgetary Ceiling will be $28,989,714.77.

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/16/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: Tracie Coole | |
|---|---|---|
| Commercial Lines - (404) 923-3700<br>USI Insurance Services LLC<br>1 Concourse Parkway NE, Suite 700<br>Atlanta, GA 30328 | PHONE (A/C, No, Ext): 470.428.9751 | FAX (A/C, No): 610.537.1929 |
| | E-MAIL ADDRESS: tracie.coole@usi.com | |

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Zurich American Insurance Co | 16535 |
| INSURER B : | American Guarantee and Liability Insurance Com | 26247 |
| INSURER C : | American Zurich Insurance Company | 40142 |
| INSURER D : | Endurance American Specialty Insurance Compa | 41718 |
| INSURER E : | | |
| INSURER F : | | |

INSURED
TransCore ITS, LLC
150 4th Ave. N, Ste. 1200
Nashville, TN 37219

**COVERAGES** **CERTIFICATE NUMBER:** 15695903 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [ ] OCCUR [X]<br>X Contractual Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | | | GLO 8118509 01 | 03/17/2023 | 03/17/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 3,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 3,000,000<br>$ 5,000,000<br>$ 5,000,000 |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED [ ] RETENTION $ | | | AUC 4397204 01 | 03/17/2023 | 03/17/2024 | EACH OCCURRENCE<br>AGGREGATE | $ 10,000,000<br>$ 10,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N [N] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | WC 8118507 01<br>$350,000 Deductible | 03/17/2023 | 03/17/2024 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | Prof Liab / Tech E&O | | | PRO30034049200 | 03/17/2023 | 06/01/2024 | $5,000,000 Per Claim/Aggregate | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

RE: FDOT D1 I-75 FMS / Contract BE638/ Project# 2318095 Florida Department of Transportation is included as an additional insured under the General & Auto Liability with respect to liability caused, in whole or in part, by the named insured's operations, if required by written contract, subject to policy terms, conditions, and exclusions. Waiver of subrogation is granted on the General Liability as respects work performed by the named insured. Umbrella follows form as it relates to additional insureds. The above GL coverage is primary and non-contributory where required by written contract, subject to policy terms, conditions, and exclusions.

**CERTIFICATE HOLDER**

Florida Department of Transportation
Attn: Procurement Office
801 N. Broadway Avenue, MS 1-31
Bartow, FL 33830

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

Paul B. Bl...

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**To: Christina.Browne@dot.state.fl.us**

# FLORIDA DEPARTMENT OF TRANSPORTATION
# FUNDS APPROVAL

**BE638**

**7/14/2023**

## CONTRACT INFORMATION

| | |
|---|---|
| **Contract:** | BE638 |
| **Contract Type:** | B1 - OTHER CONTRACTUAL SERVICE (OTHER CS) |
| **Method of Procurement:** | B - REQUEST FOR PROPOSAL (287.057,F.S.) |
| **Vendor Name:** | TRANSCORE HOLDINGS, INC. |
| **Vendor ID:** | F943198006007 |
| **Beginning Date of This Agreement:** | 09/01/2018 |
| **Ending Date of This Agreement:** | 08/31/2026 |
| **Contract Total/Budgetary Ceiling:** | ct = $73,395,198.53 |
| **Description:** | District-Wide Intelligent Trabnsportation Systems (ITS) Maintenance Services for District One |

## FUNDS APPROVAL INFORMATION

**FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 7/14/2023**

| | |
|---|---|
| Action: | Renewal |
| Reviewed or Approved: | APPROVED |
| Organization Code: | 55014060162 |
| Expansion Option: | A3 |
| Object Code: | 242059 |
| Amount: | $3,020,000.00 |
| Financial Project: | 43265217202 |
| Work Activity (FCT): | 987 |
| CFDA: | |
| Fiscal Year: | 2024 |
| Budget Entity: | 55150200 |
| Category/Category Year: | 088712/24 |
| Amendment ID: | L001 |
| Sequence: | 00 |
| User Assigned ID: | RENEW1 |
| Enc Line (6s)/Status: | 0035/04 |

**Total Amount: $3,020,000.00**

DocuSign Envelope ID: 80BB234F-C963-4168-BD3D-826EEB96D482

**To: Christina.Browne@dot.state.fl.us**

# FLORIDA DEPARTMENT OF TRANSPORTATION
# FUNDS APPROVAL

**BE638**

**7/13/2023**

## CONTRACT INFORMATION

| | |
|---|---|
| **Contract:** | BE638 |
| **Contract Type:** | B1 - OTHER CONTRACTUAL SERVICE (OTHER CS) |
| **Method of Procurement:** | B - REQUEST FOR PROPOSAL (287.057,F.S.) |
| **Vendor Name:** | TRANSCORE HOLDINGS, INC. |
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| **Beginning Date of This Agreement:** | 09/01/2018 |
| **Ending Date of This Agreement:** | 08/31/2026 |
| **Contract Total/Budgetary Ceiling:** | ct = $73,395,198.53 |
| **Description:** | District-Wide Intelligent Trabnsportation Systems (ITS) Maintenance Services for District One |

## FUNDS APPROVAL INFORMATION

**FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 7/13/2023**

| Action: | Renewal | Renewal | Renewal |
|---|---|---|---|
| Reviewed or Approved: | *REVIEWED | *REVIEWED | *REVIEWED |
| Organization Code: | 55014060162 | 55014060162 | 55014060162 |
| Expansion Option: | A3 | A3 | A3 |
| Object Code: | 242059 | 242059 | 242059 |
| Amount: | $3,107,580.00 | $3,200,807.00 | $854,773.83 |
| Financial Project: | 43265217202 | 43265217202 | 43265217202 |
| Work Activity (FCT): | 987 | 987 | 987 |
| CFDA: | | | |
| Fiscal Year: | 2025 | 2026 | 2027 |
| Budget Entity: | 55150200 | 55150200 | 55150200 |
| Category/Category Year: | 088712/25 | 088712/26 | 088712/27 |
| Amendment ID: | L001 | L001 | L001 |
| Sequence: | 01 | 02 | 03 |
| User Assigned ID: | RENEW1 | RENEW1 | RENEW1 |
| Enc Line (6s)/Status: | /04 | /04 | /04 |

**Total Amount: $7,163,160.83**

***Reviewed Funds Approval and encumbrance processing is contingent upon Annual Legislative appropriation.**

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FLORIDA DEPARTMENT OF TRANSPORTATION

# STANDARD WRITTEN AGREEMENT
# MODIFICATION # 14



| | |
|---|---|
| Agreement No. | BE638 |
| Financial Project I.D. | 432652-1-72-01 |
| Vendor No. | F943198006007 |
| Procurement No. | RFP-DOT-18-19-1104DR |
| DMS Catalog Class No. | 80101500 |

Amendment # 14

This Agreement, made and entered into on 06/19/2023 | 8:28 AM EDT by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and TransCore ITS, LLC, of 6021 Orient Road, Tampa, FL 33610 , duly authorized to conduct business in the State of Florida, hereinafter called the "Vendor."

## WITNESSETH:

WHEREAS, the Department and the Vendor heretofore on 9/9/2022 , entered into an agreement, hereinafter called the "Original Agreement," whereby the Department retained the Vendor to furnish certain services in connection with District-Wide Intelligent Transportation Systems (ITS) Maintenance Service for District One ; and

WHEREAS, the Department has determined it necessary to amend the agreement to add language regarding preventative maintenance services for ITS Trailers to Section 4.1.2.5 and add items to Exhibit C- Contract Price Proposal- Table 6 and Table 7 ,

NOW, THEREFORE, this Agreement witnesseth the following amendment is made;

A) To Exhibit A – Scope of Services, section 4.1.2.5 Compensation for Preventive Maintenance Services, the following is added:

Intelligent Transportation System (ITS) Trailer: The ITS trailer preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided for the unit. This includes but is not limited to general cleaning, operational checks, and maintenance on all associated parts such as CCTVs, satellite/cellular communication units, generators, fans, trailer lights, boom lift, winches, AC unit, cables, locks, tires, camera housing, antennas, grease fittings, and batteries.

B) The addition of tables to Exhibit C, Contract Price Proposal, as shown in Appendix I, attached and incorporated by reference.

Justification: Adding language regarding preventative maintenance services and associated costs for ITS Trailers to the contract per Section 1.1- Item Additions and Deletions in Exhibit A - Scope of Services .

Except as hereby modified, amended, or changed, all of the terms and conditions of said agreement and any amendments thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

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FLORIDA DEPARTMENT OF TRANSPORTATION

# STANDARD WRITTEN AGREEMENT

375-040-07
PROCUREMENT
03/17

Transcore ITS, LLC
Name of Vendor

BY: DocuSigned by: Michael Crotty
Authorized Signature

Michael Crotty
(Print/Type)

Title: VP, Controller

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: DocuSigned by: Lori Albritton
28B260EC25694FA...

Lori A. Albritton
(Print/Type)

Title: District One Transportation Support Manager

FOR DEPARTMENT USE ONLY

APPROVED:
DocuSigned by: Don Naylor
Don Naylor, District Contracts Administrator

LEGAL REVIEW
DocuSigned by: Don Conway
937D1D5420A84D9...

DocuSign Envelope ID: 80BB234F-C963-4168-BD3D-826EEB96D482

Appendix I
Modification #14 Amendment #14
Contract: BE638
District Wide Intelligent Transportation Systems (ITS) Maintenance Services
FPID: 432652-1-72-01/419714-3-32-01

Exhibit C – Contract Price Proposal

| TABLE 6: Exhibit "A" SECTION 4.1.2.5 – PREVENTATIVE MAINTENANCE SERVICES | | | |
|---|---|---|---|
| Item # | Device Site Type | Unit | Unit Total Cost |
| 78. | ITS Trailer and associated components | Per Unit | $534.59 |

| TABLE 7: Exhibit "A" SECTION 4.1.4.1 – FIELD SITE MINOR REPAIR SERVICES | | | |
|---|---|---|---|
| Item # | Device Site Type | Unit | Unit Total Cost |
| 95. | ITS Trailer and associated components | Per Unit | $305.48 |

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# REQUEST FOR PROCUREMENT ACTION



REQUEST NUMBER: COST CENTER #: 162 FISCAL YEAR: __ / __ SEQUENCE #: __

| Requesting Office: | Project Manager: | Phone: | User ID: | Mail Sta. |
|---|---|---|---|---|
| Intelligent Transportation Systems | Subin Idikula | 640-1150 | TO162SI | 1-96 |

Description of Project:
Districtwide Routine Maintenance of Intelligent Transportation Systems (ITS) and ITS Fiber Locates: 3 Year Renewal. Amend contract for adding language for ITS Trailers.

| Proposed Contract Period: | Total Estimated Cost: | Funding Category: |
|---|---|---|
| FROM: 9/1/2023 TO: 8/31/2026 | $ 10,183,160.83<br>Details of cost attached, if applicable | ☐ State – Operating<br>☒ State – 08XXXX (WP)<br>☐ Fed – Operating<br>☐ Fed – 08XXXX (WP)<br>☐ FCO – Fixed Capital Outlay** |

***FCO & other projects requiring construction specs are not procured through the Commodities and Contractual Services Unit*
Scope Preparation Assistance: Infonet, Procurement Office, Commodity & Cont. Services, Reference Guides, Scope Development Guidelines.

☐ Request For New Contract ☒ Request For Action to Existing Contract

## NEW CONTRACT

PROCUREMENT METHOD/SPECIFICATIONS: (ATTACH SCOPE OF SERVICES) Financial Management I.D.: _____

☐ Request for Proposal - Technical and Price Proposal (above $35,000 annual) ..... **Justification Attached**
☐ Invitation to Bid - Price Proposal meeting Minimum Qualifications (above $35,000 annual)..... **Justification Attached**
☐ Invitation to Negotiate - (above $35,000 annual)..... **Justification Attached**
☐ Single Source ☐ <= $35,000 ☐ $35,000.01 to $195,000 ☐ > $195,000.00 ..... **Justification Attached**
☐ Exempt from Competition: Government, University, Artistic, Registration, RESPECT, Medical, etc.
Type of Exemption:

Does this new contract replace an existing contract?

☐ Yes ☐ No If yes, Contract # _____ ☐ ITB ☐ RFP ☐ ITN # _____
Vendor: _____

## EXISTING CONTRACT

Current Contract End Date: 8/31/2023 Contract # BE638 ☐ ITB ☒ RFP ☐ ITN # 18/19-1104DR

Financial Management I.D.: SEE ATTACHED Vendor: Transcore ITS, LLC

☒ Renewal No.
☐ Continuation (Single Source/IRR required, as applicable)
☐ Time Extension ☐ No Cost
☐ With Funding - $ _____
Length of Extension: _____
☒ Amendment - Justification and Description Attached
☒ Amendment - Change Budgetary Ceiling of Term Contract for an Indefinite Quantity
☐ Termination or Certificate of Completion - Description Attached
☐ Agreement of Assignment

DocuSigned by: Subin Idikula 06/01/2023 | 10:57 AM EDT
C587DF86068F48F...
**Project Manager** **Date**

DocuSigned by: Steven Davis 06/02/2023 | 10:07
E47E08E1A184459...
**Approved: Office Manager Signature** **Date**

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# REQUEST FOR PROCUREMENT ACTION

375-040-28
PROCUREMENT
03/17

**TO BE COMPLETED BY PROCUREMENT OFFICE WITH PROJECT MANAGER**

Class Code: _____ Assigned To: _____

Comments: _____

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/16/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: Tracie Coole | |
|---|---|---|
| Commercial Lines - (404) 923-3700<br>USI Insurance Services LLC<br>1 Concourse Parkway NE, Suite 700<br>Atlanta, GA 30328 | PHONE (A/C, No, Ext): 470.428.9751 | FAX (A/C, No): 610.537.1929 |
| | E-MAIL ADDRESS: tracie.coole@usi.com | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| TransCore ITS, LLC<br>150 4th Ave. N, Ste. 1200<br>Nashville, TN 37219 | INSURER A : Zurich American Insurance Co | 16535 |
| | INSURER B : American Guarantee and Liability Insurance Com | 26247 |
| | INSURER C : American Zurich Insurance Company | 40142 |
| | INSURER D : Endurance American Specialty Insurance Compa | 41718 |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 15695903 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE / X OCCUR<br>X Contractual Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT / LOC<br>OTHER: | | | GLO 8118509 01 | 03/17/2023 | 03/17/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 3,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 3,000,000<br>$ 5,000,000<br>$ 5,000,000 |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB / X OCCUR<br>EXCESS LIAB / CLAIMS-MADE<br>DED / RETENTION $ | | | AUC 4397204 01 | 03/17/2023 | 03/17/2024 | EACH OCCURRENCE<br>AGGREGATE | $ 10,000,000<br>$ 10,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y / N: N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WC 8118507 01<br>$350,000 Deductible | 03/17/2023 | 03/17/2024 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | Prof Liab / Tech E&O | | | PRO30034049200 | 03/17/2023 | 06/01/2024 | $5,000,000 Per Claim/Aggregate | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

RE: FDOT D1 I-75 FMS / Contract BE638/ Project# 2318095 Florida Department of Transportation is included as an additional insured under the General & Auto Liability with respect to liability caused, in whole or in part, by the named insured's operations, if required by written contract, subject to policy terms, conditions, and exclusions. Waiver of subrogation is granted on the General Liability as respects work performed by the named insured. Umbrella follows form as it relates to additional insureds. The above GL coverage is primary and non-contributory where required by written contract, subject to policy terms, conditions, and exclusions.

**CERTIFICATE HOLDER**

Florida Department of Transportation
Attn: Procurement Office
801 N. Broadway Avenue, MS 1-31
Bartow, FL 33830

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

Paul B. Bl...

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State of Florida

Department of Transportation

DISTRICT ONE

# EXHIBIT "A"
# Scope of Services

## District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One

| | |
|---|---|
| Financial Project Number(s): | 432652-1-72-01 & 419714-3-32-01 |
| Proposal/Contract Number: | RFP-DOT-18/19-1104DR |

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# EXHIBIT A - SCOPE OF SERVICES

## 1 OBJECTIVE

The Florida Department of Transportation District One Intelligent Transportation Systems (ITS) Section, hereafter known as the Department, requires maintenance services by an ITS Device Maintenance firm, hereafter known as the Contractor, for ITS devices and infrastructure hereafter known as the System, located in the counties of Collier, Lee, Charlotte, Sarasota, Manatee, Okeechobee, Glades, Hardee, Hendry, Highlands, DeSoto, and Polk. The primary area of responsibility under this contract will be for interstate ITS devices in District One on I-75 from the Collier/Broward County Line north to the I-275 interchange in Manatee County; however, the Contractor may be asked to provide maintenance services for any device in the System located on any roadway within District One. Currently, the cities and counties operate and maintain the arterial roadway ITS devices.

The System (mainly along the interstate) uses a State-owned version of software known as SunGuide to interface between the Regional Traffic Management Center (RTMC) and ITS field devices.

Department ITS operations are managed from two RTMCs: The Southwest Interagency Facility for Transportation (SWIFT Center) located at 10041 Daniels Parkway, Fort Myers and the Satellite Transportation Management Center (STMC) located at 2101 47$^{th}$ Terrace East, Bradenton, both hereafter known as SunGuide RTMC.

The Contractor shall provide the ITS maintenance services as described in the Contract documents, 24 hours a day, 7 days a week and year-round for the term of the Contract. This System consists of, but is not limited to, the following:

The following list is not intended to be all-inclusive, but should frame the general nature of devices and infrastructure that the Contractor may be expected to maintain. This might include items such as traffic signal controllers and other arterial system equipment. There may be other forces, including in-house staff, other maintaining agencies, or other contractors, who are authorized to perform similar services within the coverage area of this Contract. Standard practice and requirements for coordination of contractor activities, such as those within the Department's *Standard Specifications for Road and Bridge Construction*, are applicable in such cases.

- Traffic control signal and ITS device lightning protection, grounding and surge suppression,
- Conduit,
- Communications cable,
- Electrical conductor cable,

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- Pull, splice, and junction boxes,
- Electrical power service assemblies,
- Pre-stressed concrete, steel and aluminum poles,
- Vehicular signal assemblies,
- Vehicle detection system (VDS) assemblies,
- Traffic controller assemblies,
- Equipment cabinets,
- Ramp metering assemblies,
- Video equipment including closed-circuit television (CCTV) cameras, video encoders/decoders, and video wall components,
- Network devices including aggregation/distribution, edge switches, terminal servers, Ethernet extenders, and media converters,
- Highway signing, including dynamic message signs (DMS) and electronic display signs as well as portable and arterial signs and their supports including structures,
- Camera lowering device (CLD) systems,
- Road weather information systems (RWIS)
- Highway advisor radios (HAR) / beacons assemblies,
- Wireless communication devices,
- Leased line communications,
- Portable and permanent emergency power generators,
- Uninterruptable power supplies (UPS) and power distribution units (PDU),
- Adaptive signal control technology (ASCT) system,
- Communications hubs and equipment shelters,
- Environmental conditioning equipment, and
- Hardware, software, and firmware related to ITS equipment and other traffic control devices.

The System described in this Scope of Services shall cover all existing and future ITS elements within the geographic coverage area and term defined in this agreement, hereafter known as the Contract. This is a performance based contract where the Contractor's compliance with this Scope of Services is evaluated periodically during the term of the Contract.

## 1.1 Item Additions and Deletions

During the Contract period and any renewal periods, the Department shall have the right to add or delete Items (services and/or commodities) from this Contract. Any new Items added shall be at the requirements, specifications, terms, and conditions stated herein or as later stipulated by the Department, and at mutually agreed pricing accepted, in writing, by

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both the Contractor and the Department. Items may be removed at the sole discretion of the Department, per the requirements, terms, and conditions herein and/or as permitted by Florida Statutes or Florida Administrative Code.

Due to the changing dynamics within any ITS, the Contractor will be able, upon written authorization by the Department's Project Manager and upon supplemental agreement to the Contract as to compensation and time, to perform additional services pertaining to the support and/or maintenance of the ITS field devices and infrastructure not otherwise identified in this Contract as may be required by the Department.

## 2 KEY TO ACRONYMS, ABBREVIATIONS AND DEFINITIONS

APL – Approved Products List

ASCT – Adaptive Signal Control Technology

CADD – Computer-Aided Design and Drafting

CCTV – Closed-Circuit Television

DMS – Dynamic Message Signs

FDLE – Florida Department of Law Enforcement

FOC – Fiber Optic Cable

HAR – Highway Advisory Radio

IT – Information Technology

ITS – Intelligent Transportation Systems

ITSFM – ITS Facility Management

MOT – Maintenance of Traffic

NMS – Network Monitoring System

NTP – Notice to Proceed

OEM – Original Equipment Manufacturer

OSHA – Occupational Safety and Health Administration

OTDR – Optical Time Domain Reflectometer

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RMA – Return Material/Merchandise Authorization

RTMC – Regional Transportation Management Center

RWIS – Road Weather Information System

SOG – Standard Operating Guideline

SOP – Standard Operating Procedure

SOS – Scope of Services

SUE – Subsurface Utility Engineering

TMC – Transportation Management Center

TWO – Task Work Order

UPS – Uninterruptable power supplies

US – United States

VDS – Vehicle Detection System (includes all types of detection including Microwave Vehicle Detection System (MVDS)

Letter of Authorization (LOA) or Task Work Order (TWO) - A letter of authorization or task work order issued by the Department or the Department's Project Manager (or his/her designee) authorizing the Contractor to commence work on a specific task in accordance with the contractual services being performed/provided by the Contractor as described in the Contract. Completion due dates and fees are specified in the LOA/TWO.

Notice to Proceed - A letter issued by the Contractual Services Office or the Department's Project Manager (or his/her designee) authorizing the start of the Contract. There shall be one Notice to Proceed issued for the initial Contract. For any additional work that may be added to the initial Contract by Supplemental Agreement, an additional Notice to Proceed shall be issued.

Per Intersection – Per intersection includes all ASCT devices, equipment, components, etc. for the operations of a complete ASCT system at a signalized intersection. For example, at an ASCT signalized intersection, all video detection equipment for all approaches and all adaptive signal control equipment shall be collectively referred to as per intersection when the term Per Intersection is used.

Per Site – Per Site includes all ITS devices, equipment, components, etc. for the operations of a complete ITS site. For example, at a Road Weather Information System (RWIS) site,

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all sensors, remote processing units, cabling, ITS cabinets, and all devices inside the cabinets including Ethernet switches and UPS shall be collectively referred to as per site when the term Per Site is used.

Per Unit – Per Unit includes only specific ITS devices, equipment, components, etc. For example, if multiple VDS units and/or cameras are collocated on one pole, then each VDS unit/camera shall be separately referred to as per unit when the term Per Unit is used.

# 3 USE OF APPROVED PRODUCTS

The Contractor shall follow the Department's latest *Standard Specifications for Road and Bridge Construction*. The Contractor shall review the Department's *Approved Product List* (*APL*) for devices required as part of the work and must utilize approved products. All devices furnished by the Contractor shall be new and unused.

# 4 SERVICES TO BE PROVIDED

## 4.1 Overview of Maintenance Services Required

The objective of services required under this Contract is to ensure continuous 24 hours a day, 7 days a week, year-round system operation and functionality of all components of the System. The Department will assign a Project Manager responsible for oversight of this Contract and assignment of tasks to the Contractor. References to the Department or the Department's Project Manager within this scope include the Department's Project Manager or designees.

The Contractor will be evaluated periodically based on performance evaluation criteria specified in this Contract. The Contractor will be required to perform new device and infrastructure installations and replacement equipment installations as needed and as requested by the Department; all System support, including but not limited to scheduled, preventive maintenance; and failed or destroyed component replacement. All services shall be performed on a LOA/TWO system as directed by the Department's Project Manager.

The Contractor shall be on-call 24 hours a day, 7 days a week, year-round for the duration of the Contract to respond to emergency repair and/or replacement work, including but not limited to hurricane watches and warnings. If a State of Emergency is declared by the Governor of Florida, the Contractor may be called upon to provide repair and replacement services associated with disaster recovery. The Contractor shall provide the Department's Project Manager with a list of telephone numbers that will be answered at all times by the Contractor's personnel. The Contractor shall maintain staffing levels required by this Scope of Services document at all times to ensure services required by the Scope of Services document and appendices under this Contract are met.

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Throughout the term of this Contract, the Department's Project Manager will conduct reviews of the Contractor's work and daily operations. The Contractor shall cooperate and assist the Department's Project Manager throughout the review process.

### 4.1.1 Applicable Specifications and Standards

All work shall be prepared using English units in accordance with the latest editions of standards and requirements utilized by the Department, which include, but are not limited to, publications such as:

- 29 Code of Federal Regulations (CFR), Part 1910.1101 – Asbestos Standard for Industry, U.S. Occupational Safety and Health Administration (OSHA)
- 29 CFR, Part 1926, 1101 – Asbestos Standard for Construction, OSHA
- 40 CFR, Part 61, Subpart M - National Emission Standard for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA)
- 40 CFR, Part 763, Subpart E – Asbestos-Containing Materials in Schools, EPA
- 40 CFR, Part 763, Subpart G – Asbestos Worker Protection, EPA
- Americans with Disabilities Act Accessibility Guidelines
- CADD (Computer-Aided Design and Drafting) Manual
- CADD Production Criteria Handbook
- Ch. 469, F.S. – Asbestos Abatement, Florida Department of Business and Professional Regulation
- Ch. 62257, Florida Administrative Code – Asbestos Program, Florida Department of Environmental Protection
- Code of Federal Regulations
- Florida Administrative Codes
- Florida Department of Business & Professional Regulations Rules
- Florida Department of Environmental Protection Rules
- Florida Department of Transportation Basis of Estimates Manual
- Florida Department of Transportation Design Standards (to be updated to the Standard Plans in Fiscal Year 2018/2019)
- Florida Department of Transportation Instructions for Structures Related Design Standards
- Florida Department of Transportation Materials Manual
- Florida Department of Transportation Design Manual (formerly Plans Preparation Manual)
- Florida Department of Transportation Standard Specifications for Road and Bridge Construction
- Florida Statutes
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Manual on Uniform Traffic Control Devices, Federal Highway Administration

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- Standard Highway Signs Manual, Federal Highway Administration
- Florida Department of Transportation Traffic Engineering Manual
- National Electrical Safety Code
- National Electrical Code
- Florida Department of Transportation Structures Manual
- Florida Department of Transportation Structures Design Office Temporary Design Bulletins (available on Florida Department of Transportation Structures web site only)
- Florida Department of Transportation Preferred Details (available on Florida Department of Transportation Structures web site only)

The Contractor shall reference the latest version of documents as approved by the Department.

### 4.1.2 Scheduled Preventive Maintenance

Typical scheduled preventive maintenance (PM) includes system inspection and other activities recommended by equipment manufacturers to be performed at periodic intervals. During the term of the Contract, the Contractor shall develop periodic maintenance intervals and activities and shall perform scheduled, periodic preventive maintenance based upon the District One ITS Maintenance Procedures Handbook document and manufacturer recommendations as approved by the Department's Project Manager. Scheduled preventive maintenance also includes periodic inspections and cleaning as well as documentation of these actions. The Department has provided preventive maintenance checklists as part of the ITS Maintenance Procedures Handbook to ensure that consistent and comprehensive maintenance activities are executed correctly and documented by the Contractor. As part of the ITS Maintenance Procedures Handbook document update, the Contractor shall update the preventive maintenance checklists and submit them for Department's review and approval. The Contractor shall follow the most up to date version of the Department's preventive maintenance checklists in performing the preventive maintenance services. At a minimum, the Contractor shall be responsible for performing adequate preventive maintenance services as per manufacturer's recommendation and to ensure that the manufacturer warranties remain valid.

Scheduled preventive maintenance may include, but is not limited to:

1. General cleaning and dust removal from equipment, cabinets, and enclosures, including air filter replacement as well as general operational checks such as operational checks of fans and other system components;

2. Cleaning of CCTV camera housing, including application of rain repellent, re-pressurization, and video feed quality verification;

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3. Checking door locks (Cyber Keys if equipped), entry detection sensors, and lubricating locks and other mechanisms;

4. Visually inspecting devices, cabinets, and enclosure exteriors, and checking for corrosion, punctures, graffiti, and vandalism;

5. Ensuring that cabinet labels and other equipment identification is affixed properly to equipment and clearly visible.

6. Visually inspecting equipment status light-emitting diodes, light fixtures, light bulbs and wiring;

7. Physical testing and inspection of grounding system, surge protective devices, connections, and cable assemblies;

8. Inspecting UPS functionality by simulating power failure at a disconnect, inspecting UPS batteries for corrosion and/or swelling and battery replacement when necessary;

9. Cleaning and removal of debris;

10. Pest control, including placement of barriers to prevent rodent entry;

11. Ensuring that cabinet documentation is available within the cabinet, such as in a clear document holder or within a document drawer, and that it provides comprehensive and accurate information, including wiring diagrams, service log, and other equipment information;

12. Providing weed and grass control around devices and technician pads;

13. Performing generator inspection (including fluids) testing, and checking fuel level;

14. Cleaning solar panels and batteries;

15. Checking antennas and mounting hardware for structural integrity and alignment; and

16. Adjusting and calibrating vehicle detection systems, including, but not limited to:

    a. Inductive loop detection systems

    b. Microwave vehicle detection systems

    c. Video vehicle detections systems

    d. Wireless magnetometer detection systems

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e. Automatic vehicle identification systems

The Contractor shall provide Preventive Maintenance services during off-peak hours on weekdays, typically from 10:00 AM to 3:00 PM or 8:00 PM to 5:00 AM, and weekends when the preventive maintenance activities involves MOT/lane closures or equipment downtime for the term of the Contract. Based on the location of an ITS device, the actual peak hours may vary and the Contractor needs to coordinate with the Department and modify the above times for performing Preventive Maintenance services. The Department may change or extend these hours at its discretion. For all other instances, the Contractor may choose to perform the Preventive Maintenance services at any time.

The Contractor shall contact the SunGuide RTMC Operations staff to report any downtime prior to performing the preventive maintenance at the field site. Field technicians shall take all essential parts, and tools necessary to perform the preventive maintenance, and repair any minor deficiencies observed at the site. Minor deficiencies include but not limited to, a device cable being unplugged, tripped circuit breaker, loose connector, etc. Such deficiencies shall be corrected as part of the preventive maintenance services. For all major deficiencies such as, but not limited to, a non-functional device site with damaged equipment, components exposed to weather, exposed power cabling, or items constituting a safety hazard such as structural damages, the Contractor shall work with Department's Project Manager (or his/her designee) for work authorization to rectify those issues. For all infrastructure deficiencies identified during the Preventive Maintenance services, regardless of major or minor, the Contractor shall report to the Department within 24 hours in writing and include it as part of the Monthly Preventive Maintenance Report.

#### 4.1.2.1 Assignment of Preventive Maintenance Work

The Department shall assign the preventive maintenance services work to the Contractor using a Work Order based on fixed fee costs (unit total cost) as identified in the Exhibit "C" Contract Price Proposal. Before performing any Preventive Maintenance services, the Contractor shall prepare and submit to the Department's Project Manager (or his/her designee) for review and approval, a detailed Preventive Maintenance Plan on an annual basis.

#### 4.1.2.2 Preventive Maintenance Plan

The Preventive Maintenance Plan **(official deliverable)** developed by the ITS Maintenance Contractor shall include detailed preventive maintenance procedures along with checklists of the preventive maintenance tasks to be performed for all ITS devices deployed in the District. The plan shall include an annual time schedule of all preventive maintenance activities scheduled and periodic interval of each activity for each device during the fiscal year. The Preventive Maintenance Plan shall include at a minimum, all preventive

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maintenance procedures described in this Scope of Services and the District One ITS Maintenance Procedure Handbook document including checklists. The Preventive Maintenance Plan shall be printed and bound, per system and per corridor, sorted by device ID in ascending order. The initial Preventive Maintenance Plan shall be submitted to the Department's Project Manager for approval at the end of the Transition Plan and shall be continuously updated as needed throughout the year to reflect any and all changes to the Plan with an official annual update that is final approved by the Department by June 15 of each year. For ensuring that the Preventive Maintenance Plan is finalized and approved by the Department by June 15 of each year, the Contractor shall submit a draft report to the Department for review and comments by May 1 of each year.

#### 4.1.2.3 Monthly Preventive Maintenance Schedule

The Contractor shall prepare and submit a Monthly Preventive Maintenance Schedule **(official deliverable)** as part of the Monthly Status Report to the Department for review and approval. The Monthly Preventive Maintenance Schedule shall be submitted at least 2 business days prior to the Monthly Contract Meeting. The Monthly Preventive Maintenance Schedule shall be printed and bound, per system and per corridor, sorted by device ID in ascending order and delivered to the Department. The Monthly Preventive Maintenance Schedule shall describe all scheduled Preventive Maintenance activities for the upcoming month. For any deviations from the schedule, the Contractor shall request approval from the Department. In addition to the schedule, the Contractor shall coordinate with the SunGuide RTMC Operations staff prior to performing the actual preventive maintenance work at least 72 hours but, not more than 7 calendar days in advance of any scheduled maintenance work. The Department shall reserve the right to request the Contractor reschedule the dates if the SunGuide RTMC Operations is utilizing a device site scheduled for Preventive Maintenance services. Should this happen, the Contractor shall reschedule the preventive maintenance services for another day. The Contractor shall notify the RTMC Operations from the field at the time of performing the preventive maintenance activities which may result in equipment being offline. Based on the preventive maintenance schedule, the ITS Maintenance Contractor shall identify all Maintenance of Traffic (MOT) and lane closure requirements necessary to perform preventive maintenance services on the selected devices and submit the necessary information for approval as detailed in MOT Requirements section of this Scope of Services document. The Monthly Preventive Maintenance Schedule shall at a minimum include:

- Proposed dates of Preventive Maintenance visits;
- Proposed locations of site visits;
- Device ID number;
- MOT applicability;

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- Other items as requested by the Department.

#### 4.1.2.4 Monthly Preventive Maintenance Report

The Contractor shall prepare and submit a Monthly Preventive Maintenance Report **(official deliverable)** as part of the Monthly Status Report to the Department for review and approval. The Preventive Maintenance Report shall include the details of the preventive maintenance activities performed at each device site, completed checklists, listing of all parts or materials used, and any database reports. The Monthly Preventive Maintenance Report shall be printed and bound, per system and per corridor, sorted by device ID in ascending order and delivered to the Department. The Monthly Preventive Maintenance Report shall be submitted to the Department's Project Manager (or his/her designee) on a monthly basis at least 2 business days prior to the Monthly Contract Meeting. The Monthly Preventive Maintenance Report shall include all field observations gathered, all items checked, verified and repairs made during each Preventive Maintenance visit. The Contractor shall take pictures before and after each Preventive Maintenance visit and include the pictures in the Monthly Preventive Maintenance Report. Each picture shall be clear and in focus and shall include a timestamp showing the date and time when the picture was taken.

#### 4.1.2.5 Compensation for Preventive Maintenance Services

The Department shall compensate the Contractor based on fixed fee (unit total cost) at the amounts established under Exhibit "C", Contract Price Proposal. Below are the work descriptions for some of the various items but not necessarily all listed under this work category.

CCTV Camera System: The CCTV camera system preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the CCTV camera site. This includes but is not limited to, CCTV camera, camera lowering device, camera pole, mounting brackets, associated cabinet, communications and network equipment, power equipment, grounding, lightning protection, surge protection devices, cables, UPS and batteries, PDU and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

Dynamic Message Sign (DMS) System: The DMS preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the DMS site. This includes but is not limited to, using a bucket truck to service DMS panel, DMS controller, mounting brackets, associated cabinet, communications and network equipment, power equipment, grounding, lightning protection, surge protection devices, cables, UPS and batteries, PDU and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

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Microwave Vehicle Detection System (MVDS): The MVDS preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the MVDS site including **full lane by lane calibration as per the latest District One's MVDS calibration procedures as referenced in the ITS Maintenance Process and Procedures Handbook**. This includes but is not limited to, the detector unit, detector pole, mounting brackets, associated junction box/cabinet, communications and network equipment, power equipment, grounding, lightning protection, surge protection devices, cables, UPS and batteries, PDU and other ancillary equipment, and pest control. For locations where a MVDS unit is collocated with other ITS components like a CCTV camera, DMS Sign structure etc., the Contractor shall be compensated separately for each device. For locations with multiple MVDS units, the Contractor shall be compensated separately for each unit serviced. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

Communications Hub Building: The communications hub building preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the hub building site. This includes but is not limited to, hub building, AC units, generator units, fuel tanks, UPS and batteries, PDU, communications and network equipment, power equipment, grounding, lightning protection, surge protection devices, cables, and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

Ramp Metering System: The Ramp Metering System preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the Ramp Metering site, and the corresponding advisory sign flashing beacon sites. This includes but is not limited to, all ramp signals (pole and heads), detection system supporting the ramp signal operations (typically inductive loops and magnetometer technology equipment), supporting flashing beacon assemblies, cameras located on top of the signal heads (if applicable), cables, associated cabinet, controller, communications and network equipment, power equipment, grounding, lightning protection, surge protection devices, cables, UPS and batteries, PDU and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost). The mainline MVDS that are integrated with the Ramp Metering System shall be paid separately using the MVDS preventive maintenance pay item.

Speed Check Sign: The speed check sign preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the speed check sign site. This includes but is not limited to, sign, speed detectors, electronic display panel, controller, associated cabinet, communications and network equipment, power equipment, solar panel assembly and batteries, UPS and batteries, PDU, grounding, lightning protection, surge protection devices, cables, and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

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Inductive Loops Detection System: The inductive loops detection system preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the inductive loops site. This pay item is for inductive loops sites that are not part of the ramp signalling system. This includes but is not limited to, all loops, controller, cables, associated cabinet, UPS and batteries, PDU, communications and network equipment, power equipment, grounding, lightning protection, surge protection devices, cables, and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

Magnetic (Magnetometer) Traffic Detection System: The magnetic traffic detection system preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the site. This pay item is for sites that are not part of the Ramp Metering System. This includes but is not limited to, all detector units at the site, pole, wireless equipment, mounting brackets, associated junction box/cabinet, UPS and batteries, PDU, communications and network equipment, power equipment, grounding, lighting protection, surge protection devices, cables, and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

Highway Advisory Radio (HAR) System: The HAR preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the HAR transmitter site and the corresponding HAR advisory signs/beacons. This includes but is not limited to, transmitter, pole, flashing beacon assemblies, solar panel assembly and batteries (if applicable), associated cabinet, UPS and batteries, PDU, communications and network equipment, power equipment, grounding, lightning protection, surge protection devices, cables, and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

Flashing Beacon System: The flashing beacon system preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the flashing beacon sites. This includes but is not limited to, static sign, flashing beacon assembly, pole, controller, mounting brackets, associated cabinet, communications and network equipment, power equipment, solar panel assembly and batteries, grounding, lightning protection, surge protection devices, cables, and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

Portable Generators: The portable generators preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be performed to the portable generators such as replenishing the fuel, oil, filters, and other system components, and running the generator to ensure proper operation.

Permanent Mount Generators: The permanent mount generators preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be performed to

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the permanent mount generators such as replenishing the fuel, oil, filters, and other system components, and running the generator to ensure proper operation, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

Road Weather Information System: The RWIS preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at the RWIS site. This includes but is not limited to, cleaning and inspecting all sensors for proper operation, mounting brackets, associated cabinet, communications and network equipment, power equipment, grounding, lightning protection, surge protection devices, cables, UPS and batteries (if applicable), PDU and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

Adaptive Signal Control Technology (ASCT) system: The ASCT system preventive maintenance fixed fee (unit total cost) includes all preventive maintenance services to be provided at each signalized intersection. This includes but is not limited to, video detection cameras, all ASCT equipment, associated communications and network equipment, power equipment, grounding, lightning protection, surge protection devices, cables, and other ancillary equipment, and pest control. All MOT and lane closure costs for PM services shall be included in the fixed fee (unit total cost).

### 4.1.3 Diagnostic and Troubleshooting Services

Non-scheduled maintenance includes reactive maintenance, replacements, repairs, and diagnostic work necessary to correct deficiencies and keep the System operational. The Contractor shall provide diagnostic and troubleshooting services when equipment is inoperable and field troubleshooting is needed to identify the problem. The Contractor must document troubleshooting and repair activities and services performed at the site. This service may at the Department's discretion be handled under a General Services LOA/TWO held open for on–going support services. If no General Services LOA/TWO is open, the Department will send an electronic request to the Contractor to provide the service. At that time, the Contractor shall be authorized to perform basic troubleshooting services and minor repairs. The service request shall be updated by the Contractor to describe in detail the completed services or any additional service needed at the site. The request shall be submitted to the Department for approval by the Department's Project Manager before additional service can be performed.

The Contractor shall only be allowed to bill a maximum of two (2) hours for troubleshooting any device site under this Contract. This does not include travel time to the device site. Travel time is incidental. The Contractor will not receive any additional compensation for travel time. Exceeding this time criteria may be granted for unusual circumstances but requires justification from the contractor and authorization from the Department. Major repairs require approval by the Department's Project Manager before additional service can be performed.

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If the Contractor detects a device that exhibits frequent failures, or requires an on/off/on power cycle to maintain operation, it shall be the responsibility of the Contractor to notify the Department, contact the equipment manufacturer, and recommend corrective action to the Department. It is the responsibility of the Contractor to service equipment and restore System components to a 100 percent functional status and ensure all devices are online. The Contractor is responsible for all troubleshooting and repair of System devices. The Department Project Manager may provide RTMC Operations staff and resources to assist the Contractor with troubleshooting and repair.

Should a device continue to fail and the issue cannot be resolved by repair or replacement, the Department, at its sole discretion, may remove the device from the Contractor's responsibility.

The Contractor, through diagnostic service, shall investigate the cause for the failure of equipment and determine if the failure is related to a storm event, materials or workmanship, supplied power, leased communications, electrical and/or mechanical components, hardware or software, or other failures. The diagnostic results shall define the type of repair needed to restore the device(s) to 100 percent functional status. The Contractor shall investigate whether or not failures are covered under existing equipment warranties. If the diagnosis indicates the need for repairs or parts replacement, the Contractor shall follow the procedures established between the Contractor and the Department's Project Manager under this Contract.

### 4.1.4 Repair Services

Repairs and/or parts replacement will be covered under LOAs/TWOs. The Contractor shall submit written request(s) to the Department's Project Manager for approval of any additional labor usage and expenditures that are not covered under a LOA/TWO. Descriptions of additional labor, materials, and equipment shall be included as part of a work request as well as a justification for the work. Repairs that require expertise and/or specialized equipment of the manufacturer shall be considered original equipment manufacturer (OEM) repairs. OEM repairs are those specialized repairs that cannot be made by the Contractor and must be made by a manufacturer or Contractor of the equipment/component. On an as-needed basis, the Contractor shall notify the Department's Project Manager of OEM repairs necessary for the continued safe and efficient operation of the System. The Department's Project Manager will review the proposed OEM repair(s), and approval shall be required in order for the Contractor to proceed to ship the equipment and coordinate with the OEM for the repair. If a device manufacturer is no longer producing, selling, or repairing a specific device, the Contractor shall research, price, and present an alternate product to the Department's Project Manager.

The Contractor is required to assure the Department that warranties are not voided by Contractor repair services or other actions of the Contractor at any point during the

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contract. If a device warranty expires, the Contractor shall notify the Department Project Manager for the option to renew and/or replace the device if the unit is non-operational.

#### 4.1.4.1 Field Site Repair

The Contractor shall have the necessary equipment and personnel capable of maintaining and repairing the field equipment and infrastructure deployed throughout the geographic coverage area within Department District boundaries. This includes a variety of devices and communications infrastructure. Field site repair includes, but is not limited to, device replacement, electrical service work and repair, optical fiber cable splicing and troubleshooting, optical time domain reflectometer (OTDR) testing, fiber enclosure/fiber distribution panel installations, and terminations. The Contractor shall have the capability to install both open trench and directional bored conduit for new installation and replacement of damaged conduit. It shall be the responsibility of the Contractor to perform all subsurface utility engineering (SUE) and obtain any permits required by the Department before the Contractor commences any work. After completion of device and/or communications infrastructure work by the Contractor, a report shall be presented to the Department for record keeping of changes made to the fiber communication infrastructure and other components of the System. No fiber related work shall be started by the Contractor without written authorization and approval by the Department.

1. Minor Repair

Minor repairs for this Contract are repairs/replacement of ITS components due to equipment malfunction or end of service life. Minor repairs also include, but are not limited to, reattaching loose cable connections, power reset of all equipment, and other incidental repair work. The Contractor shall perform the necessary repair/replacement work, which includes diagnostic services.

Minor repairs are generally considered to be repairs that require less than 4 hours of labor and less than $3,000 in material.

2. Major Repair

Major repairs for this Contract are defined as non-typical repairs that need diagnostic services to identify the problem, extensive repair services, maintenance of traffic (MOT) and lane closures, utility coordination, or other regional agency coordination, such as damage caused by crashes, vandalism, theft, weather events, fiber cuts, power loss from the utility service point, and construction activity. Typical major repairs and parts replacement consist of, but are not limited to, repair or replacement of damaged, missing, or malfunctioning equipment in order to maintain the ITS operation and functionality.

For all major repairs, the Contractor shall contact the Department’s Project Manager to report field findings and receive instruction and authorization for related work. Depending

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on the criticality of the repair and nature of the device site or component malfunction or failure, the Department may issue verbal authorization to the Contractor for diagnostic services to expedite the repair process. The Contractor shall prepare and submit a diagnostic report, including damage assessment, cost estimates, and recommendations for repair. The Contractor shall not make major repairs prior to issuance of a LOA/TWO covering specific corrective actions necessary for restoration. If an immediate repair order is needed, the Department may issue a pre-approved, limited amount LOA/TWO to start the work. The Contractor must receive approval prior to executing this LOA/TWO. The Contractor must document any verbal approvals issued for service/repair orders including the date, time, reason, and the name of the Department Project Manager who issued and approved the work order.

Major repairs are generally considered to be repairs that require more than 4 hours of labor and more than $3,000 in material.

All major and minor repairs shall be performed using procedures and repair times established under this Contract.

3. Warranty Repair

The Contractor shall act on behalf of the Department to track manufacturer warranties and pursue warranty repairs from device manufacturers when failures are covered by the manufacturer's warranty. The Contractor is responsible for coordinating warranty repairs with the Department's Project Manager and the device manufacturer/reseller. In the event warranty or insurance coverage is applicable, the Contractor shall identify the proper procedure for contacting the entity responsible for coverage, secure the proper forms used for claim notification, and coordinate the repair, return, and disposition of equipment. Repaired Department equipment returned from the manufacturer shall be held in inventory as spare parts if it is not to be immediately reinstalled.

The Contractor shall support the Department in pursuing claims until each claim is resolved to the satisfaction of the Department.

### 4.1.4.2 Diagnostic Report and Final Repair Report

For all major repairs, the Contractor shall prepare and submit to the Department, a diagnostic report **(official deliverable)** and a final repair report **(official deliverable)** identifying the cause of the malfunction, the equipment/device that failed and the type of repair required to restore operability of the component or device site.

The diagnostic report at a minimum shall include the following information:

- Date and time the Contractor is notified of the failure;
- Name of the person preparing the preliminary diagnostic report;

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- Equipment/device that failed and location;
- Brief description of the failure;
- Technician(s) responding to the failure;
- Arrival time at the site of the reported failure;
- Brief description of the proposed repair work;
- Repair cost estimate consisting of labor hours and material cost

The final repair report at a minimum shall include the following information:

- Date and time the Contractor is notified of the failure;
- Name of the person preparing the final repair report;
- Equipment/device that failed and location;
- Detailed description of the failure and impacts to overall system operations, including if the failure is due to a weather related event, materials, workmanship defect, power failure, leased communications problem, electrical and mechanical components, hardware malfunctions, software failures, etc.;
- Operational status of all devices connected to the site/cabinet location;
- Site conditions noted, i.e. submerged, structure down, no power;
- Technician(s) responded to the failure;
- Arrival time at the site of the reported failure;
- Repair completion time;
- Breakdown for repair time and final repair report preparation time;
- Name of the person from RTMC operations contacted to verify the working condition of the device upon repair completion;
- Detailed description of the proposed repair work, including type of repair needed to restore the device(s) to 100% operational status;
- Model number, serial number, FDOT Asset Management number of the equipment needing repairs and/or replacement, new spare parts used, and documentation of all

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warranty covered equipment for return material/merchandise authorization (RMA) process and inventory tracking purposes e.g. device not covered by warranty, new unit to be purchased or replaced with stock item;

- Updated ITSFM report;
- Digital photographs required for documentation, including timestamps showing date and time when the photo was taken;
- Total repair cost consisting of actual labor hours and material cost expended for the complete repair.

#### 4.1.4.3 Repairs using Spare Parts

This work includes shop and field repair of devices using component parts. New replacement parts for repairs are to be used unless otherwise directed by the Department's Project Manager. The Contractor shall not purchase or install spare parts that have not been approved by the Department's Project Manager. The Contractor shall be responsible for inventory control of all parts held in inventory for repair of devices. Parts commonly used for shop and field repairs include, but are not limited to:

- Pan-tilt-zoom camera modules
- CCTV camera
- DMS display modules
- Power supplies
- Batteries
- Encoders
- Port Servers
- 24 VDC Converter Switch
- Edge Switch
- Serial Device Router
- 9 Port Ethernet Switch
- MVDS

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- MVDS Composite Cable
- Surge Protection – Power, Data, and Video
- Note: It is the Contractor's responsibility to determine the type and quantity of spare parts to stockpile to be able to keep the System fully operational.

The Department will be responsible for all pre-approved costs relating to the purchase of spare parts (e.g., mark-up, applicable taxes, and shipping fees). The Department will have the option to utilize a flat percentage fee if this is pre-negotiated prior to execution of the LOA/TWO. The Contractor shall notify the Department's Project Manager if any part or component of the System moved from its original location for the purpose of inventory control. The Contractor shall ensure all spare equipment is available in a timely manner and all inventory control records will be updated within 24 hours.

#### 4.1.4.4 Equipment Replacement

This work includes furnishing replacement devices needed for maintenance of the System. Datasheets for all new replacement parts must be submitted and approved by the Department's Project Manager. The Contractor shall not purchase or install equipment that has not been approved by the Department's Project Manager. Proposed replacement parts shall be the latest compatible technology, equal to or better in function and quality to existing System components or equipment. The Contractor shall be responsible for inventory control of all equipment that they have responsibility to maintain within the System and all devices, parts, and materials used to perform work.

When the Department's Project Manager determines that additional parts are to be provided by the Contractor as spares, the Contractor shall procure (in accordance with section 4.1.4 Repair Services) and maintain the parts the Contractor's designated location(s) as approved by the Department. The Contractor shall notify the Department's Project Manager of any part or component of the System moved from its original location for the purpose of inventory control. The Contractor is responsible for updating the inventory.

#### 4.1.4.5 Testing Repair Work

Before departure from the field site, the Contractor shall notify the SunGuide RTMC immediately upon completion of the repair work to verify that the operation of failed component(s) has been restored. Upon completion of the repair work, the Contractor shall perform diagnostic testing to ensure the System is fully functional and operational. The Contractor shall document the test results and provide them to the Department's Project Manager (or his/her designee) for inspection upon request. The Contractor shall include all testing costs within the costs for repair work. The Department conducts random review of the Contractor's repair work. Any work that is deemed unacceptable by the Department

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shall be re-done by the Contractor at the Contractor's expense. The Contractor shall rectify any deficiencies identified by the Department within 5 business days of initial notification.

#### 4.1.4.6 Miscellaneous Work

Deploy and maintain portable generator requirements: The Contractor shall be responsible for deployment, security, maintenance, and re-fueling of Department owned portable generators during power outages. The Contractor shall deploy the portable generators on an as needed basis and as directed by the Department. Typical reasons for deployments may include loss of power service to a critical device, loss of power to hub location or a master cabinet that acts as an aggregate point for a group of devices, loss of power to a single or multiple locations due to vandalism, hurricane and/or other acts of nature. The Contractor shall provide all necessary back-up power using generator(s) to ensure that the system is operational until utility power is restored.

If the Contractor determines that a major system downtime is the result of a utility outage, the Contractor shall immediately notify the Department's Project Manager (or his/her designee) of the outage. The Contractor shall coordinate and fully cooperate with all utility owners during diagnostics and restoration of utilities to the site. The Contractor shall deploy generator(s) as necessary to maintain the communication links and keep devices operational until utility power is restored. The Contractor is responsible for fueling the generator(s) until power is restored. It shall be the responsibility of the Contractor to secure the generator at the site to prevent theft. The Contractor shall be responsible to the Department for replacement of units lost to theft or vandalism at the Contractor's storage area and/or during deployment. The Contractor shall be responsible for maintaining the generators according to the manufacturer's operating manual.

The Contractor shall be responsible for maintenance and re-fueling of Department owned permanent mounted generators.

The Department will reimburse the Contractor for generator fuel costs for portable and permanent mount generators used for declared emergencies or documented power outages greater than 4 hours in duration as identified in Exhibit "C" Contract Price Proposal.

#### 4.1.4.7 Special Projects

##### 4.1.4.7.1 Assignment of Minor Design and Installation Project Services

The Department shall assign all Special Projects work to the Contractor using a LOA/TWO based on fixed fee hourly billing rates as identified in the Exhibit "C" Contract Price Proposal. The Department envisions the need during the course of this Contract for Special Projects such as minor design and installation projects which primarily consist of, but not limited to, professional engineering services, technical analysis, planning, design, project development, procurement, project construction, system integrations, testing and other

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support systems**. The Contractor shall provide these above mentioned services and others for the term of the Contract, when requested by the Department.**

Some of the other services that have been identified as a potential need of the Department are:

- Representing FDOT and Coordination with Third Party Contractors
    - Providing access to existing ITS equipment to third party contractors
    - Performing final acceptance on Department's behalf
    - Providing technical support as requested by the Department's staff
- Plans Review Services:
    - Review and comment on plans submitted to the ITS Office by other entities, including other FDOT Offices; and
    - Attend meetings related to plans review.
- Additional Maintenance Services
    - If requested by the Department, develop and update maintenance plans and working procedures based on a need basis.
- ITS Reports and Analyses Services
    - Prepare before-and-after studies to evaluate the effectiveness of ITS infrastructure; and
    - Prepare cost effectiveness analyses of existing or proposed equipment and any other initiatives related to ITS infrastructure and maintenance.
- Design Support Services
    - Developing ITS plans to support Maintenance activities and functions;
    - Requirements review for any existing and proposed minor installation projects related to ITS Maintenance;
    - Shop drawings and design review;
    - Infrastructure development, installation and cut over plans; and

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- Final system test plan.

- Any other Services as requested by the Department.

The Department may request the Contractor's services on an as-needed basis. There is no guarantee that any or all of the services described will be assigned during the term of this Contract.

### 4.1.5 Emergency Repair Services

Emergency services consist of the restoration of components resulting from any malfunction or damage that creates a safety hazard or severely reduces the operational effectiveness of the overall System. The Contractor shall immediately correct any safety hazards discovered in the System. Failures tend to be caused by severe and unusual forces of nature, crashes and collisions, vandalism, theft, fire, erosion, and extreme exposure to chemicals or pollutants. Communication and electrical cable cuts and loss of communications between the RTMC and multiple field sites can warrant emergency repair services.

The Contractor will be required to supply substitute devices approved by the Department's Project Manager to immediately restore normal operations during emergency repair services. Failure to restore normal operations in a timely manner may result in deductions of monies due or which may become due the Contractor. If a structural failure causes a safety hazard or obstructs a roadway or waterway, the Contractor will be required to remove the structure immediately.

The Contractor must document malfunction and damage that necessitates emergency repair services. At a minimum, documentation shall include:

1. Device location, type, model, and serial and control number;

2. Date and time of incident;

3. Cause of failure and name of person reporting failure;

4. Site needs analysis and digital photo documentation;

5. Immediate repairs and corrective actions taken, including temporary repairs and repair cost breakdown; and

6. Corrective actions necessary for permanent repairs to be performed, including parts list, schedule, and estimated cost.

The DEPARTMENT'S Project Manager shall establish time frames for emergency repair documentation to be delivered to the DEPARTMENT depending on the severity of the

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emergency. This documentation is incidental to the emergency work being done. If the emergency repairs are due to the occurrence of a disaster, natural or otherwise; then, the Contractor shall provide a detailed damage report as outlined in Section 4.3 of this Scope of Services.

### 4.1.6 Equipment Logs

The VENDOR is required to document equipment and activities performed at each ITS device location. The VENDOR must maintain an equipment log that documents preventive scheduled maintenance and repair services, including repair logs, parts replacement, special notes, recommendations, and equipment warranty records.

Device records, at a minimum, shall include, but not be limited, to the following:

- All repair services information including the device location, number, and type;
- Model and serial number:
- Date and reporting time of each failure;
- Description of failure or issue and impacts;
- Firmware version;
- Manufacturer:
- Failure reporting source i.e. RTMC operations or IT staff;
- Technician responding;
- Ticket acknowledgement time;
- Arrival time at device location;
- Repair completion time;
- Major or minor repair;
- Routine or non-routine;
- Site conditions and actions taken (successful or otherwise);
- Parts used: type, model, serial and inventory control number;
- Action for replaced parts i.e. in-house repair, return to factory;

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- MOT submittal and deployment information;
- Photo documentation with date and time picture taken shown when requested by the Department;
- General system status and/or potential issues;
- General notes;
- Preventive maintenance work details;
- Miscellaneous work details;
- Test results for work performed; and
- Any other information as deemed necessary by the Department.

Equipment Logs are subject to review at any time by the Department.

### 4.2 Control of Materials

The Contractor shall maintain and store the Department's System equipment and spare parts including portable generators in a location(s) approved by the Department's Project Manager. The location(s) shall be marked specifically for this contract and shall not be used for any other purposes. Storage of parts or equipment outside of this storage area(s) must be approved by the Department's Project Manager. The Contractor shall maintain and have readily available an up-to-date inventory of all the Department's equipment and/or parts that are under the Contractor's supervision.

The Department reserves the right to store devices and/or parts at an independent storage area within 20 miles of either Department RTMC. The Contractor is responsible for picking up parts as needed from Department storage areas under the terms of this Contract.

Any equipment purchased by the Contractor on behalf of the Department, using Department funds, belongs to the Department and shall be entered into the inventory list maintained by the Contractor. Upon termination or ending date of the Contract, all Department property shall be transferred to the Department.

#### 4.2.1 Existing RTMC and Field Site Device Inventory

The Contractor shall maintain and have readily available an up-to-date inventory of all the Department's equipment that the Contractor is responsible to maintain and all spare parts and devices (existing and future) in the Contractor's or Department's possession. The initial inventory (**official deliverable**) shall be submitted to the Department's Project

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Manager at the end of the Transition Plan and shall continually be updated monthly to reflect any and all changes to the equipment inventory.

The Contractor shall be responsible for the inventory of all existing and future ITS devices in District One. The Table below showing ITS device quantities on I-75 in District One is not intended to be an exhaustive list and is provided for reference only. The Contractor shall field verify all devices independently.

**Table 4.2.1-1 ITS Infrastructure in District One**

| ITS Infrastructure | Number of ITS Devices |
|---|---|
| CCTV Cameras | 205 |
| DMS | 65 |
| MVDS | 320 |
| RWIS | 9 |
| Queue Detection and Warning System | 1 |
| Fiber Optic Cable Miles | 176.5 |
| Communications Hubs | 4 |
| Highway Advisory Radio | 15 |
| HAR Flashing Beacon Signs | 30 |
| Generators | 31 |
| Video Wall Display Cubes | SWIFT Center = 15, STMC = 9 |

The Contractor shall maintain and have readily available an up-to-date inventory of all the Department's field equipment and/or parts that are under the Contractor's supervision. The inventory shall contain, but not be limited to:

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1. Manufacturer,
2. Model number,
3. Descriptive name,
4. Manufacturer serial number,
5. Current location and condition (new, used or damaged),
6. If the equipment is a spare,
7. The site where it belongs and type of site (CCTV, DMS, etc.), if applicable,
8. Location of site, if applicable,
9. Date of purchase,
10. Date of repair,
11. Date when scrapped or surplused,
12. Warranty status,
13. SunGuide name, and
14. APL number, if applicable

The Contractor shall, on an annual basis, field verify and document all communications hub buildings, layer-3 switches, DMS and other ITS equipment which are over $5,000 in value (or over a specific threshold value as required by the FDOT procedures) in District One. The Contractor shall develop and submit this Annual Significant Value ITS Infrastructure Inventory Report **(official deliverable)** to the Department for review and approval. The draft report shall be submitted to the Department before April 1 each year. The final report incorporating all Department's review comments shall be submitted to the Department before May 1 each year. The Contractor shall coordinate with the Department for approval on the format of this report. A sample of the report and the Department SOP detailing the requirements for this inventory are attached as Appendix "1" of this Contract. The Contractor shall bid and include all report development costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

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### 4.2.2 Inventory Database/Facilities Management System

The Department is using the ITS Facility Management (ITSFM) system to support the long-term ITS asset and configuration management needs of the ITS Program statewide. The ITSFM compiles System asset information in a single, web-accessible repository, allowing the Department to collectively manage the entire system in a coordinated manner. The ITSFM is hosted/provided by the FDOT's Central Office to the Districts and other regional partners.

The ITS Maintenance Contractor shall use the ITSFM for inventory and facilities management purposes. The Contractor shall update ITSFM data used to inventory the ITS field equipment including, but not limited to, outside plant cabling, duct, splice points, terminations, field devices, and other field installed assets.

The information contained within the ITSFM is confidential material; therefore, the Contractor must ensure that staff working under this Contract has passed the Florida Department of Law Enforcement (FDLE) background check and other necessary background checks as determined by the Department so the Department can issue user login credentials to the ITSFM. The results of background checks shall be submitted to the Department within 24 hours upon request.

The Contractor shall ensure all ITS maintenance staff who will have access to ITSFM receive at a minimum ITSFM maintainer-level training within 1 month of Contract Start Date. All ITSFM-related training expenses including but not limited to staff labor cost shall be the ITS Maintenance Contractor's own expense. For any new staff added to this Contract during the Contract's term who will need access to ITSFM, the new Contractor staff shall receive at a minimum, the ITSFM maintainer-level training within 1 month of employees' start work on this Contract. During this time, the Contractor shall continue to use other staff to perform the required ITSFM updates.

The Contractor shall provide field staff with an ITSFM-compatible laptop computer with direct Internet access from the equipment site to ensure that the maximum benefit from the ITSFM is available to the user. Asset changes to the system shall be updated to the database in real-time or as otherwise directed by the Department. The Contractor will be responsible for recurring usage cost including computer hardware, connection to the Internet, etc.

The Contractor shall include the resources required to populate the database and routinely update the database as maintenance work changes the inventory and configuration. Information populated in the ITSFM shall meet the positional accuracy and content defined in the latest version of the ITSFM technical memorandum "Implementation Guidelines and Minimum Requirements for District One," which is attached as Appendix "2" of this Scope of Services. The Contractor shall include daily updates to ITSFM in the unit cost of the item being installed or replaced. No separate payment will be made for daily updates.

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Major updates to ITSFM will be negotiated prior to issuing a LOA/TWO and paid at the hourly billing rates established in Exhibit "C", Price Proposal.

### 4.2.3 Utility Locating Services

The Contractor shall provide all necessary services to designate and locate existing surface and subsurface utilities to support the maintenance and operations of the System on a District Wide basis as indicated by the Department. The Contractor must register with the Sunshine 811 System within 30 days of Contract execution.

The Contractor shall provide locations of the System underground facilities as required by the Department or others and shall accommodate schedules of other agencies requesting such locations. The Contractor shall be responsive to all requests received from the Sunshine 811 System, and if deemed necessary by the Department, more accurate location information may be required than required by Sunshine 811 standards. A file will be maintained on all calls and their respective reference numbers, date, time of arrival, and personnel conducting locates. This shall be in a spreadsheet format. If the Contractor damages System underground facilities, either directly or indirectly, by incorrect locates, the Contractor shall repair the System underground facilities at the sole cost of the Contractor. In this case, the Contractor shall make any temporary repairs within 24 hours and any permanent repairs within 30 days of the damage unless the damage is classified as an emergency by the Department which will then require repair within four hours.

The Contractor shall bid and include all services, registration, and administrative costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

#### 4.2.3.1 Subsurface Utility Designating Service

The Contractor shall:

• Obtain all necessary permits from city, county, municipality or other jurisdiction to allow the Contractor to work in existing street, roads, etc. for the purpose of marking, measuring and recording the location of existing subsurface utilities.

• Designate, record, and mark the approximate horizontal location of the existing utilities and their major laterals by a method approved by the Department. The horizontal designating of the underground utility line shall be within two feet of either side of the underground utility line as shown on the plan sheets.

• Determine and provide the Department with the approximate depth of all existing utilities. This depth indication is understood by both the Contractor and the Department to be approximate only and is not intended to be used in designing the right-of-way and construction plans.

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• Provide all signs and other safety devices and equipment, including all necessary flagmen needed to control traffic in accordance with Department policy and MUTCD.

• Secure all "As Built" plans, plats and other data as supplied by utility companies as are necessary.

• Provide all necessary support personnel to secure the data outlined in this section. All data will be developed and furnished to the Department utilizing Computer Aided Drafting and Design (CADD) systems. In addition to this a hard copy shall also be provided. Text or table formatted information shall be provided to the Department in Word and/or Excel formats.

• Provide a monthly summary of work completed and underway.

The Contractor shall bid and include all services and administrative costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit “C”, Contract Price Proposal.

**4.2.3.2 Subsurface Utility Locating (Test Hole) Service**

The Contractor shall:

• Pick up and review plans at location designated by the Department and obtain utility company's records as required.

• Obtain all necessary permits from city, county municipality or other jurisdiction to allow the Contractor to work in existing streets, roads, etc. for the purpose of locating (digging), measuring and recording the location of existing subsurface utilities.

• Coordinate with utility agency/owners as required by this Agreement and as required by law.

• Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, or other protective coverings, such as by a vacuum excavation method, hand digging, etc.

• Be responsible for any damage to the utility during excavation of same.

• Backfill and compact with like material around utility structure.

• Furnish and install and color-code permanent above ground marker (i.e., P.K. nail, peg, steel pin, or hub), directly above center line of the structure and record the elevation of the marker.

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• Provide a permanent restoration of the pavement within the limits of the original cut at the time of backfill. In the event the test hole is excavated in an area other than the roadway pavement, the area disturbed shall be restored to the condition prior to the excavation.

• Provide all signs and other safety devices and equipment, including all necessary flagmen needed to control traffic in accordance with Department policy and MUTCD.

• Provide complete clean-up of work site to equal or better condition than before excavation.

• Tie all vertical controls to furnished datum. If turns or additional bench marks are required to obtain the tie, this shall be done by the Contractor. The accuracy of these turns or additional bench marks shall be in accordance with established surveying practices.

• All data obtained by the Contractor of existing surface/subsurface utilities shall be developed and furnished to the Department utilizing Computer Aided Drafting and Design (CADD) systems. In addition to this a hard copy shall also be provided. Text or table formatted information shall be provided to the Department in Word and/or Excel formats.

• Close-out permits are required.

• Provide the following test hole information to the Department utilizing Computer Aided Drafting and Design (CADD) systems. In addition to this a hard copy shall also be provided. Text or table formatted information shall be provided to the FDOT in Word and/or Excel formats.

o Elevation of top and/or bottom of utility tied to the datum furnished.

o Horizontal location using the distance right or left of indicated center line stationing when available. All survey work required, including the retracing of the survey centerline or baseline, will be determined and performed by the Contractor.

o Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.

o Utility structure material composition, when possible.

o Identify benchmarks used to determine elevations.

o Elevations provided by the Contractor shall be within an accuracy of +/-0.05' based on the benchmarks shown on the CONTRACTOR’S certification forms.

• Provide a monthly summary of work completed.

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The Contractor shall bid and include all services and administrative costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

### 4.2.3.3 Utility Location and Verification Service during Construction

The Contractor shall be available for the location and verification services during construction of other roadway projects which could impact the System, if required.

• Designate, record, and mark the approximate horizontal location of the existing utilities and their major laterals by a method approved by the Department. The horizontal designating of the underground utility line shall be within two feet of either side of the underground utility line as shown on the plan sheets.

• Determine and provide the Department with the approximate depth of all existing utilities. This depth indication is understood by both the Contractor and the Department to be approximate only and is not intended to be used in designing the right-of-way and construction plans.

The Contractor shall bid and include all services and administrative costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

### 4.2.3.4 Underground Utility Location and Verification Service

The Contractor shall locate underground System utilities using the existing tone wire or other approved means and shall visually mark locations of these utilities utilizing the Sunshine 811 System procedures. The initial call to a site will require one hundred feet of locates in an area. Additional markings as needed will be provided by the Contractor in fifty-foot increments.

The Contractor shall bid and include all services and administrative costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

### 4.2.3.5 Utility Coordination

The Contractor shall fully cooperate with all utility owners during construction, installation or repair associated with this Contract. The Contractor shall call the Sunshine 811 System a minimum of 48 hours and a maximum of 96 hours before any excavation work. The Contractor shall furnish and install all equipment and materials and perform all work in accordance with all applicable utility owner standards and procedures. The Contractor is responsible for ascertaining the exact location of all utilities prior to the beginning of work in an area. Utility locations shown on Department plans are approximate and may not include all utilities.

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The Contractor shall be responsible for coordinating and meeting with all utility companies having overhead or underground facilities in proximity with the Contractor installations.

Utility coordination work is incidental to other work being performed.

The Contractor shall be responsible for determining and performing any needed subsurface utility engineering (SUE) work as outlined in section 4.2.3.2 of this Scope of Services with Department approval.

### 4.2.3.6 Utility Location and Verification Service for Design and Construction Plans

The Contractor shall review, as required, design and construction plans for adherence to System standards and to ensure the plans reflect an ITS design that is maintainable and compatible with the existing system and devices. The review of plans may include any projects within District 1, especially those projects which add devices to the District One ITS Maintenance Contract or impact any existing or proposed ITS devices.

District One ITS Fiber and Utility Designation Services

Utility location and verification services shall be provided during the development of construction and design plans.

At a minimum, identify the location and provide properly formatted support documentation of existing System infrastructure, as required by the Department.

Designate the location of the System infrastructure, including the fiber laterals, by a method approved by the Department and as detailed in the Utility Accommodation Manual (UAM), Chapter 11.

Plans Review for Adherence Department Standards

At a minimum, provide review comments regarding device placement, cabinet layout, power systems, maintainability, compatibility, and the overall concept of design.

Comments shall be provided in a format acceptable to the Department.

The Project Manager will assign a Task Work Order to the Contractor with hours available for use to accomplish the associated work. An estimate of the work effort required will be approved by the Project Manager prior to work being done. Hours will be negotiated prior to issuing a LOA/TWO and paid at the hourly billing rates established in Exhibit “C”, Price Proposal.

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## 4.3 General Requirements for Execution of Work

The Contractor shall be responsible for all labor, materials, and incidentals required to execute and complete the requirements of this Contract including, but not limited to, the following:

1. Project management and contract administration;
2. Communications and coordination between the Department and the Contractor;
3. Communications and coordination with other Contractors and Consultants;
4. Staffing services and Personnel requirements;
5. Project documentation and recordkeeping;
6. Progress reports, LOA/TWO requirements, and Invoicing;
7. Contract Status meetings, including meeting minutes and agendas;
8. Utility Locate Administration and all services;
9. Preventive maintenance, diagnostic and troubleshooting services, and routine maintenance;
10. Minor and Major repair services and parts replacement (including warranties and replacement parts);
11. Material and equipment requirements
12. Mobilization and MOT services;
13. Special Projects services;
14. Inventory and Asset Management services;
15. Warranty services
16. Utility coordination;
17. Emergency power support, and
18. Disaster reporting.

Device failures can be described as emergency, priority, and routine. Each failure type has specific requirements for acknowledgement response times depending on the severity and extent that the failure impacts the operation of the System. Non-performance penalties shall be assessed for failure to acknowledge or respond to device failures as described in this Contract. The Contractor shall fully cooperate with all utility owners during activities such as, but not limited to, construction, installation, or repair associated with this Contract.

The Contractor shall furnish and install all equipment and materials, and perform all work in accordance with all applicable standards and procedures. The Contractor is responsible for ascertaining the exact location of all utilities prior to beginning work in an area. Utility locations as shown on Department plans are approximate and may not include all utilities. If any utility damages are incurred as a result of Contractor’s operations, it shall be the

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Contractor's sole responsibility to repair such damages or bear the cost of repairs performed by others.

The Contractor shall be responsible for coordinating and meeting with all utility companies having overhead or underground facilities in proximity with work performed under this Contract. The Contractor shall be responsible for determining and performing any needed SUE work.

The Contractor shall be responsible for providing the Department with a detailed damage report after the occurrence of a disaster, natural or otherwise, or a crash which damages a part of the System. This report shall include an individual site analysis including, but not limited to, the following information:

- Device location,
- Date and time of visit,
- Description of failure or issue and system impacts,
- Site conditions noted, i.e. submerged, structure down, no power,
- Photo documentation (digital only),
- Damaged parts list: type, model, and serial and control numbers,
- Needed parts list,
- Repair cost breakdown,
- General notes, and
- Schedule of repair duration.

The damage report by the Contractor shall be per site and include all devices connected to the cabinet location. The Contractor's report shall include an Executive Summary and a Cost Summary including all parts necessary to re-establish the system in working order. The DEPARTMENT'S Project Manager shall establish time frames for damage reports to be delivered to the DEPARTMENT depending on the severity of the disaster. The Contractor shall provide fixed fee (billing rate) per hour estimates for this service to the Department for approval. The Department shall compensate the Contractor based on the fixed fee (billing rate) per hour established in Exhibit "C", Contract Price Proposal.

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### 4.3.1 Scheduling and Execution of Work

All work shall be scheduled with and approved by the Department's Project Manager (or his/her designee). The Contractor shall work with the Department's Project Manager (or his/her designee) under this Contract to establish normally scheduled activities. Work not covered under the scope of agreed upon scheduled activities must be authorized in writing by the Department's Project Manager (or his/her designee).

### 4.3.2 Mobilization

Work under this contract will require movement of personnel, equipment, supplies, and incidentals. The Contractor shall include all mobilization cost into respective bid items under Exhibit "C" Contract Price Proposal. The Contractor will not be compensated for any additional and separate mobilization costs.

### 4.3.3 Maintenance of Traffic

MOT shall include the planning, furnishing, installing, maintaining, and removing of traffic control and safety devices. The Contractor shall utilize the applicable Traffic Control Plans as approved by the Department for all maintenance and repair activities for equipment on the highway and arterials. The Contractor is responsible for identifying all MOT requirements necessary to perform preventive maintenance, diagnostic and repair services.

The need for lane closures shall be determined on a case-by-case basis as requested by the Contractor. The Contractor shall submit all required lane closure requests via the Department's Lane Closure Information System (LCIS).

Approval for all lane closures, mobile operations, and traffic pacing operations is required. Submit routine requests fourteen calendar days in advance of planned lane closures, mobile operations, and traffic pacing operations at the following URL address: https://lcis.dot.state.fl.us/ . Confirm at least once every two weeks that information entered within LCIS reflects current planned operations and update as necessary. For unforeseen events that require cancelling or rescheduling lane closures, mobile operations, and traffic pacing operations, revise the lane closure request as soon as possible.

For all critical failures during the Department's regular working hours (8:00 AM to 5:00 PM), the Contractor shall seek approvals from the FDOT Project Manager (or his/her designee) and the local District One Operations Center prior to performing any work. For all critical failures during holidays and after hours, the Contractor shall input all lane closure information into LCIS and choose the request as emergency MOT request. The Contractor shall deploy emergency MOT immediately to provide failure repair services for any failures deemed necessary by the Department.

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The Contractor will be given a notification list by the Department containing all contacts that shall be notified of the lane(s) closure by the Contractor. The Contractor shall coordinate MOT activity with RTMC operations and any other governing operations center.

The Contractor shall have at least one individual on its staff throughout the term of this Contract with a Florida Advanced Maintenance of Traffic certification.

Because of the unique nature of this contract and the work specified herein, MOT shall be paid for according to the particular work level assigned. The level shall be determined by the Contractor and approved by the Department Project Manager and assigned with each work order. In instances where no MOT operations are anticipated, there will be no MOT level assigned. The level shall be determined according to the following criteria:

Level 1: Where at least a portion of the work assigned on the work order is to be performed off the roadway, but in close enough proximity to the traveled way to require signing, but does not require lane closure.

Level 2: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of a rural or low volume urban two-lane, two way roadway (day work, flagging).

Level 3: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of a non-limited access, multi-lane divided or undivided roadway, such as a rural or urban state or United States (US) route (day or night work, off-duty law enforcement not required).

Level 4: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of a non-limited access, multi-lane divided or undivided roadway such as a rural or urban state or US route (day or night work, off-duty law enforcement required).

Level 5: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of a limited-access facility (Interstate or Turnpike), rural or lower volume urban (day or night work, off-duty law enforcement not required).

Level 6: Where at least a portion of the work assigned on the work order is to be performed within the paved surface of one or more lanes of a multi-lane, divided or undivided roadway (Interstate or Florida's Turnpike), daylight or nighttime hours where off-duty law enforcement is required.

Level 7: This level may be used in conjunction with any of the above levels where additional signage or additional law enforcement are required to detour traffic around work zones to alternate roadways.

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#### 4.3.3.1 Compensation for Maintenance of Traffic Services

The Contractor shall include all MOT costs for preventive maintenance visits within the fixed fee (unit total cost) established under preventive maintenance services section and minor repair services section of the Exhibit "C", Contract Price Proposal. No separate MOT costs shall be paid for any preventive maintenance visits or minor repair service visits.

The Contractor shall determine the appropriate Level of MOT from the criteria outlined above for all major failure repair services and submit it to the Department for review and approval. The Contractor shall bid and include all MOT costs within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

### 4.3.4 Warranty for Contractor Services and Materials

The Contractor warrants to the Department that all services, materials, parts, and supplies furnished under this Contract shall be free from defects in material or workmanship and in accordance with good trade practices and local, state, and federal codes.

The Contractor guarantees that upon completion of the services required by the Contract, the work areas shall be left in a clean, sanitary, and safe condition.

The Contractor agrees that each job assignment performed will be reviewed and approved by the Contractor's Project Manager before the Department's Project Manager (or his/her designee) is requested to approve and process invoices for payment.

The Contractor will correct deficient work and replace defective material provided and supplied, or credit the Department for the inadequate services and materials. The Department's Project Manager (or his/her designee) shall have the right to determine which course of correction must be taken.

Upon completion of a repair/installation, the Contractor shall warranty their work for a period of 90 calendar days from the date of acceptance by the Department for all repairs. Within the warranty period, if the device/equipment fails for the same reason, the Contractor shall make all necessary repairs at the Contractor's expense. The Contractor shall transfer manufacturer's warranties for parts and materials to the Department.

The Contractor shall assure the Department that device equipment manufacturer warranties are not voided by repair services or other actions of the Contractor at any point during the Contract. If a device warranty expires, the Contractor shall notify the Department's Project Manager (or his/her designee) for the option to renew and/or replace the device if the unit is non-operational.

The Contractor shall act on behalf of the Department to track manufacturer warranties and pursue warranty repairs from device manufacturers when failures are covered by the

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manufacturer's warranty. The Contractor is responsible for coordinating warranty repairs with the Department's Project Manager (or his/her designee) and the device manufacturer/reseller. In the event warranty or insurance coverage is applicable, the Contractor shall identify the proper procedure for contacting the entity responsible for coverage, secure the proper forms used for claim notification, and coordinate the repair, return, and disposition of equipment. Repaired Department equipment returned from the manufacturer shall be held in inventory as spare parts if it is not to be immediately reinstalled. The Contractor shall support the Department in pursuing claims until each claim is resolved to the satisfaction of the Department.

### 4.3.5 Lost, Stolen, or Damaged Department Owned Resources

The Department's Project Manager will provide a list of Department owned resources for the Contractor. The Contractor shall acknowledge receipt and responsibility of the Department owned resources by executing a State of Florida Department of Transportation "Property Transfer Receipt" form.

A representative of the Department will inventory all Department owned resources annually. In the event Department owned resources have been lost, stolen, or damaged, and had been in exclusive possession and control of the Contractor, the Contractor shall replace the Department owned resources at its own expense within 15 calendar days of the time when the item(s) was known to be lost, stolen, or damaged. If the item is not directly replaceable due to non-availability of identical models, the Contractor will replace the item with a functionally equal or better item or directly compensate the Department. The risk of loss to any equipment being repaired or replaced shall be the responsibility of the Contractor having possession or control of the equipment at the time of the loss.

### 4.3.6 Use of Subcontractor(s) or Subconsultant(s)

The support of the System may require a multi-disciplinary team made up of a prime Contractor and subcontractors to successfully fulfill the obligations of this Contract. The Contractor must provide contact information for all subcontractors and indicate their areas of expertise and responsibility. Use of subcontractors must be coordinated with, and approved by, the Department's Project Manager.

## 4.4 Working Hours, On-call Responsibilities, Response Times, and Limitations

### 4.4.1 Standard Hours of Operation

The Contractor shall have maintenance personnel available 24 hours a day, 7 days a week and 365 days a year for the duration of the Contract. The Department's business hours are Monday through Friday from 8:00 a.m. – 5:00 p.m. The Department's offices are typically closed at 5:00 pm on weekdays, on holidays and weekends.

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The SWIFT Center is operational 24 hours a day, 7 days a week and 365 days a year. The STMC is operational from 6:00 a m – 10:00 p m on weekdays. When the STMC is closed the SWIFT Center provides operations for I-75 in Manatee and Sarasota Counties.

The following holidays are observed by the Department. The Department may have other holidays issued by the State of Florida. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day and the following day
- Christmas Day

### 4.4.2 On-call Responsibilities

The Contractor shall provide on-call staff with vehicles, equipment, tools, materials, supplies, cellular phones and other incidentals required to respond to any repair work issued by the Department at all times. On-call staff assignments shall be coordinated with the Department's Project Manager and clearly communicated to staff responsible for RTMC operation. Qualified maintenance staff shall be on-call during afterhours, weekends, Department-observed holidays and at all times for the term of this Contract to respond to calls and issues. The Contractor may be required to perform repairs and maintenance outside of normal business hours, 24 hours a day, 7 days a week, year-round.

The Contractor shall provide the Department's Project Manager (or his/her designee) with a list of telephone numbers that will be answered 24 hours a day, 7 days a week by the Contractor's personnel to satisfy this Contract requirement. The Contractor shall also provide an e-mail addresses to which all the Department's electronic correspondence shall be sent.

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### 4.4.3 Response Times

The Contractor shall respond to Department's notifications, mobilize and be present at the work site and ready for work with qualified Contractor staff with appropriate equipment, tools, and available parts within the time frames established under this Contract.

Failure by the Contractor to meet the required response time shall result in the Contractor being assessed a Non-Performance invoice reduction, receive a poor performance evaluation and/or may cause the Department to terminate the Contract.

#### 4.4.3.1 Device Failures

Failures shall be characterized as ***Emergency***, ***Priority***, or ***Routine*** as defined below:

• ***Emergency failures*** are failures that represent an immediate risk to the public, failures that cause a closure of the public travel-ways, or failures to the communications network that render the Freeway Management System inoperable.

• ***Priority failures*** are failures of individual cameras, sensors, signs, etc. that are required for the complete operation of the Freeway Management System.

• ***Routine failures*** are failures that, while requiring attention, are not adversely affecting the immediate operation of the Freeway Management System.

#### 4.4.3.2 Repair Services Response Time

Response times for the failures characterized above are defined below:

• Upon notification of an ***Emergency System failure*** by the Department, the CONTRACTOR shall respond and complete repairs or eliminate the instant danger ***within four (4) hours*** of the reported incident. The notification may be verbally by telephone, Email, facsimile, or text message.

• Upon notification of a ***Priority System failure*** by the Department, the Contractor shall respond and complete repairs or eliminate the instant danger ***within 24 hours*** of the reported incident. The notification may be verbally by telephone or written by letter, system report, E-mail, facsimile, text message or through the daily/weekly maintenance check.

• Upon notification of a ***Routine System failure*** by the Department, the Contractor shall respond and complete repairs ***within 7 days*** or a longer timeframe approved by the DEPARTMENT'S Project Manager of the reported incident. The notification may be verbally by telephone or written by letter, system report, E-mail, facsimile, text message or through the daily/weekly maintenance check.

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#### 4.4.3.3 Acknowledgement Times

The CONTRACTOR shall be responsible for acknowledgement of all notifications of device failures within the times listed below:

• Emergency – 10 minutes from receipt of the notification or LOA/TWO

• Priority – 30 minutes from receipt of the notification or LOA/TWO

• Routine – 90 minutes from receipt of the notification or LOA/TWO

The DEPARTMENT reserves the right to enforce a Non-Performance invoice reduction for times not met.

### 4.4 Security and Safety Requirements

The Contractor shall utilize proper safety measures to ensure the proper protection for persons and property at all times.

The Contractor shall be responsible for ensuring that all equipment used is maintained in a safe and efficient manner in accordance with all local, state, and federal laws, safety organizations, regulations, and guidelines pertaining to providing the required services.

The Contractor shall follow all safety requirements outlined in the National Electric Safety Code, OSHA, and any standards or practices for safe installation or maintenance of required equipment per this Contract.

The Contractor shall be responsible for any injury to person(s) or damage to property that occurs as a result of Contractor activities under this Contract. The Contractor shall notify the Department immediately after any injury incurred by person(s) working under this Contract.

At the conclusion of a workday, the Contractor’s personnel must leave the work area free of safety hazards. The Department assumes no liability for any equipment or personal belongings or effects left unattended on Department property.

The Contractor shall be solely responsible for the safety of all its personnel.

The Contractor shall be solely responsible for maintaining the safety required and providing safety equipment and procedures for the protection of employees and the public throughout the area(s) where work is performed under this Contract.

If any deficiency may cause harm to life or property, or violate any rules or regulations such as, but not limited to, Americans with Disabilities Act, OSHA, or otherwise contained

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herein, the Department may take immediate corrective action(s), and the Contractor shall be responsible for the burden of any associated direct and/or indirect costs.

### 4.5 License and Insurance Qualifications

The Contractor shall hold the licenses and certifications necessary to provide the services described in this Contract in the counties specified and be required to submit proof of licenses and certifications prior to work being performed.

The Contractor shall certify that skilled employees and/or subcontractor(s), who possess the necessary specialty licenses, as required by law to perform the work, shall provide the services being performed and provided by the Contractor as described in this Contract.

All records, insurance, and licenses must be current. The Contractor must provide the Department's Project Manager with evidence of current records, insurance, and licenses and copies must be kept on file in the Contractor's office and at the SunGuide RTMC for the duration of this Contract and all renewals, and will be provided within 24 hours upon request by the Department.

The Contractor shall be required to submit proof of the following licenses and certifications along with the Technical Proposal:

- FDOT ITS Contractor Pre-Qualifications – 6.3.1 – Intelligent Transportation Systems Analysis & Design, 6.3.2 – Intelligent Transportation Systems Implementation, 6.3.3 – Intelligent Transportation Traffic Engineering Systems Communications;

- Low and High Voltage Electrical Contracting License;

- Civil and Electrical Engineering State of Florida Professional Engineers Licenses;

- CISCO network certifications e.g. CCNA Certification (Cisco Certified Network Associate Certification);

- MOT Certifications: The Contractor's personnel responsible for the work zone traffic control plan development and the work zone traffic control supervisor must be certified in the advanced training category by a Department approved training Provider.

- Fiber Optic Cable Certifications: Technicians should have fiber training from at least one of the fiber optic cable manufacturers e.g. Corning Fiber training, Light Brigade Fiber training, BICSI Fiber training, etc.

The Contractor shall certify they have skilled employees and/or Sub-Contractor(s)/Sub-Consultant(s) who possess the necessary specialty licenses, as required by law to perform

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the work. The Contractor shall be required to provide the Department with the required types of insurance in the limits as stated in the Contract.

### 4.6 Location of the Work

The Contractor shall be responsible for maintenance of all existing, under-construction, and future Department owned and operated ITS infrastructure located in the counties of Collier, Lee, Charlotte, Sarasota, Manatee, Okeechobee, Glades, Hardee, Hendry, Highlands, DeSoto, and Polk. The primary area of responsibility under this contract will be for interstate ITS devices in District One on I-75 from the Collier/Broward County Line north to the I-275 interchange in Manatee County; however, the Contractor may be asked to perform maintenance services on any roadway listed in the counties above.

#### 4.6.1 Regional Transportation Management Centers

The Department has a video wall system operating inside the SWIFT Center and the STMC RTMCs. The RTMC's video wall systems consist of video wall cubes, processor, communications equipment, and software. The Department has upgraded the RTMC's video wall system to use Activu software vendor based video wall control system along with Mitsubishi video wall display cubes. The Activu software vendor based video wall control system consists of both software licenses and commercially off the shelf (COTS) available hardware equipment (e.g. servers, graphics cards, Ethernet switches, monitors, computer peripherals, cables, etc.) that are located within the IT Server Room at each RTMC.

For all RTMC video wall system failures, staff from another contract – District Wide Operations Support Services BE487 will be the primary first responder and perform the initial diagnostics to determine the area of failure. However, the Department may utilize the ITS Maintenance Contractor under this Contract to support the primary staff for video wall system failure diagnosis, preventive maintenance, and repairs.

#### 4.6.2 Field Sites

The Contractor shall provide maintenance services for components of the System located at existing and future field sites throughout the geographic coverage area of the Contract.

### 4.7 Required Qualifications

#### 4.7.1 Staffing Requirements

Support of the System will require a multi-disciplinary team. The following areas of expertise are considered to be the minimum necessary to successfully fulfill the obligations of this Contract. Subcontractors submitted with the response are allowed.

- Project management / administration;

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- Electrical trades;
- Electronic and electro-mechanical component diagnostics, troubleshooting, and repair;
- Computer hardware troubleshooting and repair;
- Local area network and wide area network design, operation, and maintenance;
- Ethernet, serial, and wireless communications;
- Networking and network protocols, including switching, routing, VLANs, OSPF, PIM, SNMP, IGMP, IGRP, DVMRP, DNS, etc.;
- Computer applications / database management;
- Analog and digital video transmission;
- Fiber optic network configuration and administration;
- FOC termination, splicing, testing, and management;
- Installation, configuration, troubleshooting, and maintenance of analog and digital video equipment, network devices, DMSs, HAR systems, RWIS, and vehicle detection systems (VDS);
- Programming and operation of traffic controllers;
- Installation and maintenance of signal devices and signal systems;
- Grounding and surge protection systems and related equipment;
- Configuration management;
- Security devices for System installations;
- Installation of ITS poles and structural supports according to Department procedures; and
- MOT.

The Contractor shall keep a staff of the required levels to respond to all requirements of this Contract at all times during the term of the Contract. The Contractor shall have the option to provide on-site maintenance staff in the Department's designated location(s), if requested by the Department. The Contractor shall develop a staffing plan indicating how

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absences and vacations will be covered, and the expected activities of each proposed staff member. The Contractor shall provide suitable replacement staff during vacations or sick periods of primary staff.

The Contractor must provide resumes for all personnel proposed for this Contract in their bid package. Any changes to staff identified in the bid package submitted by the Contractor shall be subject to review and approval by the Department in writing before any billable services are authorized. Requests to add or change staff must be accompanied with accurate and current resumes for proposed individuals, including information on their licenses and certifications as well as a description of their expected duties.

The Department will conduct Contractor performance reviews on an annual basis at a minimum. When deficiencies are identified with Contractor employees assigned to the Contract, the Contractor will immediately implement remedial action. Remedial actions may include further training of the employee, subdivision or reassignment of the employee, addition of staff, or removal of the employee from the Contract. All Contractor employees working on this Contract are understood to be working under the direction and at the will of the Department's Project Manager.

#### 4.7.1.1 Maintenance Staff Location and Availability

Contractor staff whose primary function is performing work associated with this Contract shall be located in office(s) or warehouse(s) within five miles of the I-75 corridor within District One. The staff and their office locations shall be identified in the Proposal. The Contractor shall supply additional skilled staff from other locations, as requested by the Department.

#### 4.7.1.2 Position Descriptions

The Contractor-provided maintenance staff shall have the minimum qualifications as described in the Contract. The final quantities of each position shall be determined by the Contractor and agreed upon by the Department's Project Manager as part of the proposed Management Plan. The Contractor and/or Department shall have the ability to add staff that is not defined herein, at any time under the term of this Contract, as requested by the project requirement and staffing needs change.

Principal in Charge

A management position with experience in ITS and ITS components who supervises or oversees the ITS Project Manager on this Contract. This position is not expected to be utilized often but must be available if the need arises.

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Senior Engineer PE

A Florida registered PE with experience in ITS and ITS components who is also experienced in ITS design and specifications with the ability to sign and seal Plans and Reports. This position shall have ten (10) years of experience in ITS. This position is not expected to be utilized often but must be available if the need arises.

Engineer II/ITS Specialist II

Engineer EI or expert in their respective field / industry. They review the design of ITS systems for construction of new ITS systems or for the alteration of existing systems. This position is expected to have a high level understanding of ITS and ten (10) years of experience in ITS. This is a limited use position as needed.

Engineer/ITS Specialist

Design ITS systems within established specifications for construction of new ITS systems or for the alteration of existing systems. Ensure designed products operate or are constructed to standard specifications and are within operational and safety limits. This position is expected to have three (3) years of experience in ITS. This is a limited use position as needed.

ITS Project Manager

The Contractor shall designate an ITS Project Manager who is responsible for the day to day operations under this Contract. The Contractor's ITS Project Manager shall be responsible for all work necessary to provide for the general management, oversight, quality control, and administration of all Contract activities and support personnel. The Contractor's ITS Project Manager ensures that the requirements of the Contract are met on a daily basis at all times. The ITS Project Manager is responsible for ensuring that maintenance activities supporting the System are in accordance with this Contract, ITS Maintenance Procedures Handbook, Standard Operating Procedures (SOP), protocols, and policies. The Project Manager shall attend meetings as requested, which includes update meetings and construction meetings, often acting on behalf of the FDOT. This position is a full time position. The ITS Project Manager shall have a minimum of five years' experience in with a similar project for ITS device maintenance. The ITS Project Manager is responsible for ensuring all technicians are properly trained for the positions held.

The responsibilities include, but are not limited to, the following:

- Provide oversight of all work performed under this Contract;
- Follow direction set by the Department's Project Manager;

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- Perform project-related assignments to include the planning, organizing, and developing of complicated tasks as assigned by the Department;
- Direct oversight of project professionals and staff;
- Direct training and indoctrination of workers to improve performance and acquaint workers with Contract requirements, policies, and procedures;
- Recommend changes, review progress, and approve work products for the Maintenance Program;
- Recommend ITS equipment specifications and assist in developing operating procedures for ITS devices;
- Requisition tools, spare parts, equipment, and supplies required for maintenance operations;
- Train assigned staff in proper work methods and techniques and in the set up and use of equipment;
- Monitor allocated budget for spare parts and supplies and manage spare parts consumption and usage to ensure that budget levels are met;
- Track project budget, inventory, and tasks assigned, and provide monthly updates, status of work, and cost summaries;
- Prepare and submit monthly invoices, progress reports and other documents in a timely manner as required by this Scope of Services;
- Provide sufficient staff and resources for all tasks and activities throughout the duration of the Contract;
- Ensure that maintenance staff have the required qualifications and background check documentation before being employed by the Contractor;
- Meet as requested with the Department's Project Manager to review and discuss operations of the contract;
- Provide summary minutes as required by this Scope of Services after each meeting for review and approval by the Department;
- Coordinate activities of workers repairing, upgrading, modifying, or installing equipment or systems in order to improve existing equipment;

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- Interact with the Department's staff managers and consultants to review issues pertaining to equipment or systems performance and status;

- Attend meetings as directed by the Department to ongoing phase(s) of ITS construction meeting, utility coordination meeting, and others as directed; and

- Perform other tasks as assigned by the Department.

Deputy ITS Project Manager (DPM)

The DPM shall be able to assist the ITS Project Manager with daily operations and be able to perform those duties if the ITS Project Manager is not available. The DPM will assist the Project Manager with the Day to Day managerial issues such as scheduling, invoicing, tracking work orders, and general administrative tasks. The DPM shall have a minimum of two years' experience as a senior technician or similar role. This is a limited use position as needed.

Electrician

This classification includes tradesmen who are licensed electricians. It is expected that there will always be an electrician available when needed within a few days' notice. The Electrician must be licensed in Florida with a minimum of three (3) years previous ITS experience and/or training as a journeyman electrician or electrical inspector; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities. This is a limited use position as needed.

Senior Technician

This technician has advanced skill sets that exceed the Technician II level. These technicians are considered "Duty Experts" in their fields, by having demonstrated a higher aptitude of proficiency in troubleshooting and maintenance. This technician can also supervise the work of lower-level technicians. This classification may be certified in their respective fields, including but not limited to: network administrators, traffic signalization, etc. This position shall have a minimum of five (5) years previous ITS experience.

Technician II

The technician II is an intermediate level technician, who can work independently with little or no supervision. A level II technician has been exposed to and can adequately troubleshoot and make repairs to field devices, subsystems and/or construct new sites. Other level II technicians may work in trades that require the oversight or supervision of a licensed/Certified Sr. Technician. This position shall have a minimum of two (2) years previous ITS experience.

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Technician I

A level I technician is a basic or entry level technician who has no or very little ITS or trades experience. This technician requires extra supervision and can perform basic tasks and may have minimal computer experience. These technicians are laborers who can perform preventive maintenance tasks or be part of a construction crew with supervision of a higher-level technician.

Programmer

Programmers use computer program languages to develop, maintain test and debug computer software. Programmers use coding languages such as C, C++, SQL and Java to monitor and adjust a programs framework as well as create and maintain relational databases such as SQL Server and Oracle. This is on an as needed basis and expected to be available within five working days' notice.

Administrative Assistant

The Administrative Assistant position is responsible for non-technical support of the Contract. This position assists with creating reports, performing or assisting with non-technical tasks, shipping and receiving assistance and verifications and assisting with invoicing.

#### 4.7.1.3 General Appearance and Conduct

Contractor staff shall exercise good judgment in carrying out their duties and conduct themselves in such a manner that will reflect favorably upon the Department. The Department reserves the right to require removal of any Contractor employee from this Contract who cannot perform their duties to the satisfaction of the Department or damages the reputation of the Department and/or the Contractor.

Contractor staff will wear clean and neat uniforms. Contractor staff shall be required to wear a picture ID issued or approved by the Department. Uniforms are required for all maintenance and support staff and must include company logos to assist the Department and Florida Highway Patrol in identifying authorized personnel at the RTMC and at roadside work locations. The Contractor shall provide uniforms for all personnel working onsite at the SunGuide RTMC and in the field under this Contract. The Department shall approve uniforms prior to Contractor usage. All personnel shall be well groomed.

The Contractor shall continuously monitor personnel performance as part of its own management activity.

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#### 4.7.1.4 Training

The Contractor shall provide qualified instructors and all materials for training Contractor staff in the maintenance, operation, and troubleshooting of equipment, hardware, software, and firmware for all System devices. Department staff may participate in training with Contractor staff. Training shall be conducted on an as-needed basis and shall consist of formal classroom lectures as well as "hands-on" training that consists of working with actual equipment and testing of ITS devices and the entire System.

### 4.7.2 Personnel Vetting

During the term of the Contract, the Contractor shall provide resumes of all proposed primary maintenance staff and all new hires along with certification or documentation of the following: drug test results, criminal background check, drivers' licenses, and other information for approval prior to hiring. The Contractor shall be responsible for any costs associated with personnel vetting, background checks, criminal record checks, drug-free workplace certifications and other certifications required per the Contract documents for the term of the Contract.

#### 4.7.2.1 Background Check

Each of the Contractor's staff assigned to service this Contract must pass an FDLE background check to access the SunGuide RTMC for repair and coordination/progress meetings. The Contractor shall be responsible to provide the proper documentation to law enforcement for obtaining all background checks.

All staff assigned to work on-site at the SunGuide RTMC, and other staff who's job duties require it as designated by the Department, shall complete, and submit to the Joint Task Force Manager of the FHP, the Joint Task Force (JTF) for Law Enforcement communications application for security clearance to the State Law Enforcement Radio System (SLERS) prior to providing on-site services under the terms of this Contract. The Contractor shall submit to the Department's Project Manager the application results for all staff and the Department will coordinate the SLERS security clearance with the Florida Highway Patrol. Contractor's staff not receiving security clearance to the SLERS system by the JTF shall not provide on-site services under this Contract.

It shall be the responsibility of the Contractor's Project Manager to ensure coordination of the background checks for the term of this Contract.

The Department and Contractor reserve the right to reject any staff prior to being assigned duties.

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#### 4.7.2.2 Criminal Record Check

Individuals with felony conviction records shall not be hired. A criminal history record check shall be conducted by an approved Department agency and shall be provided by the Contractor to the Department for each employee before hire or access to the RTMC. These criminal record checks shall go back as far as the employee's birth. The Contractor shall perform criminal checks annually for all Contractor staff. Additionally, the Department may elect to have the Contractor perform periodic criminal record checks on Contractor staff.

#### 4.7.2.3 Drug-Free Workplace Certification

The Contractor shall provide proof, by a licensed medical practitioner or technician, that all Contractor staff is drug-free in accordance with Section 112.0455, *Florida Statutes*, prior to beginning operations. The Contractor shall submit the proof described above for staff every year thereafter.

### 4.8 Materials to be Furnished

#### 4.8.1 Contractor Facilities

The Contractor shall provide warehouse(s) space/support as needed to meet the Contract requirements to store the Department's spare parts, portable generators, and MOT related equipment.

#### 4.8.2 TMC Devices, Field Devices, and other Hardware

All equipment and component parts that are furnished will be new, unused, will meet all requirements of this Contract, and will be in operable condition at the time of delivery. All parts will be of high-quality workmanship and no part or attachment will be applied contrary to the manufacturer's recommendations or standard practice. If authorized by the Department, working parts recovered from damaged Department equipment may be used if such use does not negatively impact the warranty of equipment in which it is installed.

The Contractor shall be responsible for determining the quantity and type of spare parts to stock in the warehouse to keep the System operational as defined in this Scope of Services. The Contractor shall provide the Department with a list of spare parts (quantity and type) for approval prior to the end of the Transition Period.

The Contractor shall provide their own server and software, if necessary, to operate any Maintenance Management Software. The Department will provide space for the server, if needed, at the SWIFT Center. The Contractor shall be responsible to provide and connect all ancillary devices to make their Maintenance Management Software operational.

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### 4.8.3 Software

For the performance of work described in the contract, the Contractor is expected to use, purchase, or have available computer software including, but not limited to:

- SunGuide software (to be provided by the Department at SunGuide RTMC);
- Maintenance management software, including trouble ticketing and inventory software (to be provided by the Contractor);
- ITSFM software (to be provided by the Department);
- ITS device manufacturer/vendor software;
- Various Microsoft Office Products and software required to perform ITS Maintenance services;
- Other software as requested by the Department

### 4.8.4 Incidental Materials

The Contractor shall be responsible for providing incidental materials that are necessary to perform the general nature of work described in this Contract.

### 4.8.5 Equipment, Machinery, Tools, and Vehicles

The Contractor shall provide on-site equipment including, but not limited to, bucket trucks, cranes, inspection/maintenance trucks/vehicles, field engineering equipment, air compressor, machinery, tools, materials, cellular phones, and other equipment necessary to perform the service required under this Contract. The Contractor shall provide all the machinery, equipment, tools and vehicles necessary to perform the services required under this Contract.

The Contractor shall have at a minimum one on-site bucket truck capable of reaching 40 feet in height exclusively for use under this Contract. In addition, the Contractor shall provide a bucket truck capable of reaching 60 feet in height within 24 hours of the request by the Department's Project Manager (or his/her designee) or as needed by the Contractor. The Contractor shall also provide a bucket truck capable of reaching 100 feet in height within 10 calendar days of the request by the Department's Project Manager (or his/her designee) or as needed by the Contractor. Bucket trucks are considered tools of the trade and will not be reimbursed by the Department.

The Contractor shall provide maintenance and inspection vehicles for the ITS Maintenance Contractor staff who perform field services. The Contractor shall provide one on-site

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environmentally controlled van or trailer accustomed for conducting fiber optic fusion splicing and other similar type of work inside the van or trailer. All vehicle(s) shall have sufficient towing and hauling capabilities to carry out the tasks specified in this Contract.

The Department currently has four DP7500 portable generators and eight T30 mobile generators that are warehoused by the existing Maintenance Contractor. The Department is in the process of permanently mounting the eight mobile generators. However, not all of the generators may be permanently mounted prior to the beginning of this contract. The Contractor shall be responsible for all equipment, machinery, tools, and vehicles for deploying these generators in accordance with the FDOT District 1 Generator Analysis Final Report (see Appendix 3) for power during emergencies. The four portable generators are deployed to existing generator field cabinets. The Contractor may also be responsible for deploying additional portable generators obtained by the Department during declared emergencies.

Contractor logos shall be required on vehicles and equipment dedicated for use and performance of work under this Contract. Contractor vehicles that are regularly used to perform work under the Contract must have the following markings: Contractor logo, SunGuide logo, and any other safety messages required for vehicles stopping on limited-access facilities to conform to all safety agency regulations. Vehicles shall be outfitted with the appropriate strobe and safety lights required to perform their field duties.

The Contractor shall be responsible to provide a new laptop computer with docking station for each primary maintenance staff. The laptop shall be compatible with the System network. Computers and individuals using Department technology resources shall comply with the Security and Use of Information Technology Resources policy of the Department.

The cost of all typical machinery, equipment, tools, trailers, and vehicles (with trailer hitch) including, but not limited to pliers, multi-meters, crimp tools, Ethernet packet sniffers, hammers, shovels, battery or electrical power tools, laptop computers, video monitors, and other equipment necessary to perform the services required under this Contract shall be the Contractor’s responsibility. The Contractor shall be responsible for maintaining their equipment, machinery, tools, and vehicles, and all fixed and recurring costs for these items throughout the term of this Contract.

The cost of consumable parts required for maintenance, such as but not limited to: electrical tape, paint, cat 5 cables, fiber optic cable jumpers, markers, screws, steel bands, weed killer chemicals, degreasers, rain-X ®, etc., shall be included in the Contractor’s fixed fee (unit total cost) amounts.

The Contractor’s individual personnel communication devices (i.e. Cellular phones, beepers, wireless internet access devices etc.) and recurring cost shall already be included in the Contractor’s Billing Rates as overhead. This cost is not an allowable Contract charge and shall not be billed as direct expenses to the Department.

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All measurement equipment and tools shall be calibrated by the manufacturer's certified calibrator and be calibrated on the frequency required by the manufacturer. These equipment and tools include, but are not limited to:

- OTDR,
- Oscilloscopes,
- Waveform and video generators,
- Multi-meters,
- Inductance Meters;
- Power Meters;
- Earth ground testers,
- Spectrum Analyzers;
- Fiber splicing equipment; and
- Network Analyzers.

The Contractor shall be responsible for providing all measurement equipment and tools necessary to perform the services outlined in this Contract. The Department may, at its sole discretion, provide certain maintenance and measurement tools/equipment for the Contractor to use under this Contract.

The Contractor shall maintain and inventory all equipment and tools provided by the Department. The Contractor shall ensure that all warranties remain valid on all equipment and that they are properly calibrated for the duration of the Contract.

### 4.8.6 Special Tools

When the Contractor encounters a repair or for any installation project that requires a special tool or machinery, it shall be the Contractor's responsibility to purchase the required tool or rent the tool/machinery. The Department will not reimburse the Contractor for any tool or machinery needed to perform the services outlined in this Contract.

#### 4.8.6.1 Control of Equipment

The Contractor shall maintain and store equipment associated with this Contract at the Contractor's warehouse location(s) approved by Department's Project Manager or at the SunGuide RTMC if designated by the Department. Storage locations shall be marked specifically for this Contract and shall not be used for any other purposes. Parts or equipment to be stored outside the Contractor's storage area shall be authorized by the Department's Project Manager; by default all spare parts or equipment not installed and operating shall be stored at the storage area dedicated to this project as approved by Department's Project Manager.

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The Contractor shall secure a new storage container(s), as necessary, under this Contract to store spare parts at the location(s) designated by the Department. The Department may elect for the Contractor to pick-up and deliver parts as needed to locations in the geographic coverage area of this Contract.

### 4.8.7 Parts Procured by Contractor

For the duration of the Contract, the Department may request the Contractor to purchase parts needed for performing the Services stated in the Contract. For all such purchases, the Contractor shall secure three estimates for each part and prepare and submit a cost estimate of all anticipated parts (lowest price) to the Department for review and approval, prior to the actual purchase. If federal funds are NOT being used for the purchase and the purchase price of the part is less than $2,500 the Contractor is only required to obtain two quotes.

The Contractor shall submit to the Department, the original or copy of the manufacturer/vendor invoice to receive reimbursement for parts purchased for this Contract. The Contractor shall be allowed to charge a 5% mark-up to the Department for any parts (approved by the FDOT's Project Manager or his/her designee) purchased using this Contract. The 5% mark-up is not allowed for the tax or shipping portion of the purchase.

All parts purchased by the Contractor shall be tied to a specific Task Work Order. Failure to adhere to this framework shall result in non-payment or reimbursement to the Contractor. In addition, the Contractor shall be assessed a Non-Performance invoice reduction, receive a poor performance evaluation and/or may cause the Department to terminate the Contract. The decision of the Department's Project Manager shall be final.

## 4.9 Criteria for Performance Evaluation (Performance Measures)

Throughout the term of the Contract, the Department will conduct reviews of various phases of the Contractor's operations to determine compliance with the Contract and the sufficiency with which control procedures are applied to assure activities are in conformity with Contract provisions and Department procedures. Activities include ITS maintenance device availability (uptime), data management and general performance measures. The frequency of the Contractor performance review shall be on a quarterly basis.

Immediate remedial action is required for deficiencies to correct work that is not at the level of accepted performance. Failures to correct deficiencies shall result in assessment of non-performance penalties.

### 4.9.1 Staff Performance

Contractor staff performance shall be reviewed with regard to work quality, professionalism, reliability, and punctuality, and other performance assessments consistent with Department policy.

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### 4.9.2 Contractor Staff Availability and Responsiveness

The Contractor shall be evaluated with respect to overall responsiveness to Department's requests. Contractor staff assigned to this Contract shall be evaluated with respect to reliability and responsiveness. Response times longer than those agreed upon between the Contractor and the Department or instances when the Department is unable to reach the Contractor to request services under this Contract will negatively impact the performance evaluation.

### 4.9.3 ITS Maintenance Device Availability/Device Uptime

ITS maintenance device availability is an important Contract performance indicator. The ITS maintenance device availability shall be calculated using the Department's Network Management Software (NMS) which currently is SolarWinds. At a minimum, the ITS maintenance device availability percentages shall be monitored and reported for the following:

- CCTV cameras
- Network Devices
- DMS
- Vehicle Detection Systems
- HAR
- RWIS

The Contractor shall ensure that the ITS maintenance device availabilities for repairs classified as routine, shall meet or exceed the goals in the table below.

**Table 4.9.3-1: ITS Maintenance Device Availability Goals**

| ITS Device | ITS Maintenance Device Availability Goal |
|---|---|
| CCTV Cameras | 99.0% |
| Network Devices | 99.0% |
| DMS | 99.0% |

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| ITS Device | ITS Maintenance Device Availability Goal |
|---|---|
| Vehicle Detection Systems | 95.0% |
| HAR | 95.0% |
| RWIS | 95.0% |

Anything less than 100 percent functional is considered "down." The Department shall be responsible for the operation and maintenance of the NMS used to monitor and manage the System communications network. The Department shall configure the NMS to communicate with ITS field network devices via simple network management protocol, allowing field devices to be auto-discovered, monitored, and controlled. The NMS determines and displays physical and logical connectivity in networks as well as information pertaining to protocols running over the network. The Department shall expand the NMS as the growth of the System network warrants.

The Contractor shall be responsible for developing an availability report within the first 30 days of the contract (**official deliverable**) and submit it for approval to the Department's Project Manager. Availability reports using a tabular format with line charts that display average monthly ITS device availability and also display historical device system availability carried forward for the duration of the Contract are acceptable. The Contractor shall coordinate the final format of reports with the Department's Project Manager. The Contractor shall develop the report using data recorded in the NMS and in conjunction with information collected through RTMC operations and the Department's Project Manager.

The report shall include the uptime of all device systems and subsystems, including but not limited to devices shown in Table 4.9.3-1. This information shall be included with the monthly report and as a stand-alone calendar year annual report (**official deliverable**) documenting the total downtime and percentage available, i.e., 99.999 percent for that year per device, with a weighted average for the total equipment percentage reported. The annual report shall be submitted for approval to the Department's Project Manager by January 31, of each year. Downtime related to incidents or natural disasters shall be recorded separately from all other System failures.

The Contractor shall bid and include all report development costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

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### 4.9.4 Response and Repair Times

The Contractor shall be evaluated with respect to both response and repair times specified in this Contract (refer to section 4.4.3.2 Repair Service Response Times and section 4.4.3.3 Acknowledgement Times).

### 4.9.5 General Performance Measures

General performance measures shall be used to indicate how well the Contractor is adhering to their proposal for this Contract and complying with the requirements of this Contract. General performance measures include, but are not limited to:

- Quality of the work performed by the ITS Maintenance Contractor staff;
- Adherence to proposed staffing plan;
- Adherence to operating hours and Contract schedules;
- On-time contract reports and invoices submittals;
- Prompt response to failure responses;
- Adherence to Preventive Maintenance Plan;
- High upkeep of the ITS Maintenance Device Availability metrics;
- Overall adherence to Contract requirements;
- Flexibility and adaptability of the ITS Maintenance Contractor to Department's needs;
- Other measurements as deemed necessary by the Department.

## 5 SERVICES AND MATERIALS PROVIDED BY THE DEPARTMENT

### 5.1 Contract Management

The Department will assign a Project Manager to be responsible for coordination with the Contractor and the direct management of their personnel as required who are performing work on behalf of the Department under this Contract.

The Department's Project Manager (or his/her designee) will administer this Contract to assure the Contractor is complying with the work described in the Contract. The Department's Project Manager (or his/her designee) will enforce the terms of the Contract.

The Department's Project Manager (or his/her designee) will assess penalties/invoice reductions based on Contractor's performance as per the Contract terms. The Department's Project Manager (or his/her designee) will perform Contractor Performance Evaluations on recurring basis for the term of the Contract.

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## 5.2 Coordination

The Department's Project Manager will assist the Contractor with coordination of activities and maintenance activities with other stakeholders and work performed on behalf of the Department under this Contract.

## 5.3 Access to Facilities

The Department will provide access to Department facilities and resources in accordance with Department policies and procedures.

## 5.4 Spare Parts and incidental materials

The Department may choose to directly purchase ITS devices, parts, and other materials. The Contractor will take full responsibility for safeguarding materials provided by the Department in accordance with the requirements of this Contract.

The Department has spare parts and portable generators located at the current Contractor's warehouse. The incoming Contractor is responsible for relocating parts to their approved storage warehouse(s). Payment for relocation of parts and incidental materials shall be included within the Transition Plan upset limiting amount price (lump sum) section of the Exhibit "C", Contract Price Proposal. The Contractor will take full responsibility for safeguarding materials provided by the Department in accordance with the requirements of this Contract. The Contractor is responsible for receiving and inventory of all existing parts and portable generators and all parts ordered by the Department or the Contractor.

## 5.5 Property of the Department

All work performed by the Contractor pursuant to this Contract, including, but not limited to, the preparation of all plans, specifications, maps, schedules, estimates, software products, electronic computer files, reports prepared or obtained under this Contract, as well as all data collected, together with summaries and charts derived there from, shall be considered works made for hire and shall become the property of the Department upon completion or termination without restriction or limitation on their use and shall be made available, upon request, to the Department or the Department's Project Manager (or his/her designee) at any time during the performance of such services and/or upon completion or termination of this Contract. Upon delivery to the Department or the Department's Project Manager (or his/her designee) of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Contractor shall not copyright any material and products or patent any invention developed under this Contract.

The Contractor guarantees that upon termination of any personnel under this Contract that they shall bear the responsibility of immediately returning all Department property (if applicable) to the Department or the Department's Project Manager (or his/her designee). In the event that the Contractor is unable to return the said items, they shall notify the

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Department or the Department's Project Manager (or his/her designee) and bear any costs associated with ensuring the security of the Department.

### 5.5.1 Intellectual Property

All hardware, software, firmware, source codes, compilers, tools, operations manuals and documentation developed, procured or used on this Contract will become the property of the Department after final acceptance (except for Contractor owned proprietary software developed and updated by the Contractor without using Department funds). Ownership of the software by the Department shall include the right to reproduce, install, use, and distribute any and all materials to any entity or individual within the Department or representatives thereof, as determined by the Department, without any additional compensation to the Contractor, suppliers, or vendors.

Works for Hire

The Department shall retain all rights and interests in, and title to, all intellectual property and products which are developed in whole, or in part, under this Contract. The Department reserves the right to waive all rights and interests in, and title to, any and all intellectual property and products which are developed in whole, or in part, under this Contract if it is deemed by the Department to be in the best interest of the Department.

Escrow of Source Code (If applicable)

The Contractor shall maintain in escrow a copy of the source code for the licensed software. With each new release of the software provided to the Department, the Contractor shall maintain the updated source code in escrow.

In the event the Contractor files for bankruptcy or ceases operations for any reason, the Department shall promptly be provided the current source code in escrow. The Department will only use the source code to support the licensed software subject to the same nondisclosure provisions of this Contract.

Machines or Computer Hardware/Software

The Contractor, without exception, shall save, defend and hold harmless the Department and its employees from liability of any nature or kind, including cost and expenses, for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation or use of articles supplied hereunder with equipment or data not supplied by Contractor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement. Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for

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the Department the right to continued use of, or replace or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the Department agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction. If the Contractor uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood that, without exception, the contract price shall include all royalties or other costs arising from the use of such design, device, or materials in any way involved in the work.

# 6 CONTRACT MONITORING, PROGRESS REPORTING, COORDINATION AND SUBMITTALS

The Department will use Contractor reports and periodic contact with the Contractor to monitor the Contract and Contractor compliance with agreement terms and conditions, applicable laws, and regulations. Contract monitoring will also be used to verify that activities are being or have been performed in accordance with this agreement; that deliverables have been completed; that funds have been accounted for and used appropriately; and that the goals and objectives of this Contract are being met by the Contractor.

The Contractor is required to develop and maintain a two-week “look ahead” schedule to assist with coordination and monitoring of work performed under the Contract. Coordinate the format of the schedule and the frequency of updates with the Department Project Manager.

Every month, the Contractor shall prepare and attend at a minimum, 2 contract progress reporting meetings, which are the bi-weekly meeting and the monthly meeting. The Contractor shall also attend other meetings as requested by the Department.

## 6.1 Status Meetings and Reports

The Contractor shall maintain complete and accurate records, in hard copy and electronic file acceptable to and approved by the Department for all System maintenance activities and any other events relating to the Contract. All documentation shall be kept in the Contractor’s office or other Department-designated location(s).

Upon the completion or termination of the Contract, all project records and files shall be delivered to the Department within 30 calendar days prior to submittal of the final invoice by the Contractor. Final payment shall not be rendered by the Department until all of the conditions of the Contract have been met. The Contractor shall provide all reports and information as stated in this Scope of Services document and as determined by the Department during the term of the Contract.

The Contractor shall keep a documented log of each and every device location as outlined in Section 4.1.6 of this Scope of Services. Preventive and routine maintenance, repair logs,

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parts replacement, special notes, recommendations, and equipment warranty records (if available) shall be included as part of the device log. Multiple device logs can be compiled into a single site log if multiple devices are at a single location. This log shall be presented to the Department prior to the Bi-weekly and Monthly Meetings. The format of the document shall be in an Excel 2003 or later format and shall be in a sortable column format that has been pre-approved by the Department.

It shall be the Contractor's responsibility to maintain complete and accurate records of all work activities and all other events relating to this Contract. Project records shall include, but not be limited to, such items as status reports, meeting notes, cost proposals, invoices, current and historical inventory records, locate tickets and reports, updated as-built plans, time sheets, and Contractor's staff records. Project files shall contain all correspondence to and from the Contractor and subcontractors; consultants; manufacturers; equipment Contractors; local, state, and federal agencies; etc., as related to this Contract. These files shall also include all materials information obtained by or given to the Contractor. All records shall be categorized and organized by date, activity, and subject. Paper documentation shall be scanned into an electronic format and become part of an electronic document repository for the Contract.

The project files shall be established such that they can be delivered to the Department's Project Manager.

### 6.1.1 Bi-Weekly Meeting and Report

The Contractor shall schedule a bi-weekly contract status meeting on the fourth Thursday of every month for the term of this Contract unless otherwise directed by the Department. On occasions, when the Department is closed for a holiday, the Contractor shall reschedule the meeting to the next business day. The Contractor shall supply a Bi-weekly Status Report **(official deliverable)** describing all activities to the Department's Project Manager. The bi-weekly status report along with Meeting Agenda **(official deliverable)** shall be submitted to the Department for review at a minimum 2 business days prior to the bi-weekly meeting to ensure sufficient review time for the Department staff. The Contractor shall provide preliminary Meeting Minutes **(official deliverable)** within 5 business days of the bi-weekly meeting for review and approval by the Department. The Contractor shall provide final Meeting Minutes **(official deliverable)** within 10 business days of the bi-weekly meeting incorporating all comments made by the Department. The bi-weekly status reports, meeting agendas and minutes shall commence at Contract Start Date and shall continue for the duration of the Contract. The bi-weekly status report shall include descriptions of all services performed and results of testing conducted during the report period, which is typically the first 2 weeks of that month. The report format shall be coordinated with the Department's Project Manager. The bi-weekly status report shall include at a minimum, but not be limited to, the device records (outlined above in this Scope of Services) and:

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- Any other information as deemed necessary by the Department.

The Contractor shall bid and include all bi-weekly meeting attendance, requirements, and report development costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

### 6.1.2 Monthly Meeting and Report

The Contractor shall schedule the monthly meeting on the second Thursday of every month for the term of this Contract unless otherwise directed by the Department. On occasions, when the Department is closed for a holiday, the Contractor shall reschedule the meeting to the next business day. The Contractor shall supply a Monthly Status Report **(official deliverable)** describing all activities to the Department's Project Manager. The monthly status report along with Meeting Agenda **(official deliverable)** shall be submitted to the Department for review at a minimum 2 business days prior to the monthly meeting to ensure sufficient review time for the Department staff. The Contractor shall provide preliminary Meeting Minutes **(official deliverable)** within 5 business days of the monthly meeting for review and approval by the Department. The Contractor shall provide final Meeting Minutes **(official deliverable)** within 10 business days of the monthly meeting incorporating all comments made by the Department. The monthly status reports, meeting agendas and minutes shall commence at Contract Start Date and shall continue for the duration of the Contract. The monthly status report shall include descriptions of all services performed and results of testing conducted during the report period, which is typically the previous calendar month. The report format shall be coordinated with the Department's Project Manager. Samples of the monthly status report, meeting agenda and summary minutes are included in Appendix "5" for the Contractor's reference only. The monthly status report shall include at a minimum, but not be limited to, the device records (outlined above in this Scope of Services) and:

- Monthly average ITS maintenance device availability for ITS subsystems e.g. CCTV cameras, DMS, VDS, RWIS, HAR, Network Devices, etc.
- Special Projects;
- ITSFM updates;
- Inventory updates;
- Vandalism or theft activity updates;
- Contractor Staffing and personnel updates; and
- Any other information as deemed necessary by the Department.

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The Contractor shall include the monthly preventive maintenance schedule and monthly preventive maintenance report as part of the monthly status report. The Contractor shall refer to Scheduled Preventive Maintenance section of this Contract for report requirements.

The Contractor shall include the monthly parts purchase projection and monthly spare parts report as part of the monthly status report. The Contractor shall refer to the Parts Procurement and Inventory sections of the Contract for report requirements.

The Contractor shall bid and include all monthly meeting attendance, requirements, and report development costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

### 6.1.3 Annual Meeting and Report

The Contractor shall prepare and organize an annual contract status meeting every year during the term of the Contract at the SWIFT RTMC before July 31 each year. The annual Meeting Agenda **(official deliverable)** shall be submitted to the Department for review at a minimum 3 business days prior to the annual meeting to ensure sufficient review time for the Department staff. The Contractor shall provide preliminary Meeting Minutes **(official deliverable)** within 5 business days of the annual meeting for review and approval by the Department. The Contractor shall provide final Meeting Minutes **(official deliverable)** within 10 business days of the annual meeting incorporating all comments made by the Department. The Contractor shall submit the draft Annual Contract Status Report **(official deliverable)** two weeks prior to the meeting for Department's review and approval. The Contractor shall submit the final Annual Contract Status Report **(official deliverable)** before September 1 each year incorporating all comments made by the Department. The reporting period of the annual contract status report shall be from July 1 of previous year through June 30 of current year. The annual contract status report shall include an overall summary of the ITS maintenance activities within that year. At a minimum, the annual contract status report shall describe the major accomplishments and lessons learned during the reporting period, as well as planned activities for the upcoming year of the District One ITS Maintenance Program. The report format shall be coordinated with the Department's Project Manager.

The Contractor shall bid and include all annual meeting attendance, requirements, and report development costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

## 6.2 ITS Maintenance Procedures Handbook Update

The Contractor shall review and provide annual updates to the FDOT District One ITS Maintenance Procedures Handbook document. The current District One ITS Maintenance Procedures Handbook is attached as Appendix "4". During the Contract's Year 1, the Contractor shall update and submit the draft ITS Maintenance Procedures Handbook

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document **(official deliverable)** on or before December 15, 2018, to the Department for review and approval. The Contractor shall submit the final updated Annual ITS Maintenance Procedures Handbook document **(official deliverable)** incorporating all comments made by the Department two weeks after the Department provides comments. Thereafter, the Contractor shall perform annual updates for new device/component additions, changes in maintenance procedures and other updates as directed by the Department. The ITS Maintenance Procedures Handbook shall establish guidelines and procedures for maintenance responsibilities and create an atmosphere conducive to teamwork, accuracy, consistency, and professionalism. The Contractor shall submit the draft updated Annual ITS Maintenance Procedures Handbook document **(official deliverable)** before June 30, each subsequent year for Department's review. The Contractor shall submit the final updated Annual ITS Maintenance Procedures Handbook document **(official deliverable)** before August 1, each subsequent year incorporating all comments made by the Department.

The Contractor shall bid and include all ITS Maintenance Procedures Handbook initial update and annual update development costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

### 6.3 ITS Device Network and Dependency Diagram (OPTIONAL TASK)

This is an optional task. The Department may request this work at any time during the Contract period or not at all.

The Contractor shall develop, update and submit an ITS Device Network and Dependency Diagram to the Department for review and approval on an annual basis. At a minimum, the ITS Device Network and Dependency Diagram shall show the relationship and dependency of each ITS device with respect to other devices along the corridor (e.g. communications and network architecture dependency, electrical dependency, device co-location, etc.) and each device connections to the fiber optic cable backbone, communication hubs and the SunGuide RTMC. Every year after the initial diagram is developed (OPTIONAL) the Contractor shall field verify all devices with regard to the diagram, update or develop the missing portions for new device/component additions, changes in configuration, and other updates as directed by the Department and submit the ITS Device Network and Dependency Diagram in electronic format to the Department for review and approval. The Contractor shall coordinate with the Department on the format of the ITS Device Network and Dependency Diagram.

The Contractor shall bid and include all ITS Device Network and Dependency Diagram initial development and annual update development costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

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## 6.4 Monthly Invoicing and Progress Reports

The Contractor shall prepare and submit monthly invoices and progress reports **(official deliverables)** to the Department for review and approval. The invoice and progress reports shall be prepared and organized with all necessary backup information as requested by the Department. The Invoice and Progress Report shall contain at a minimum, but not limited to, the following:

- Contract number;
- LOA/TWO numbers;
- Purchase order numbers if applicable;
- Ticket information for repairs;
- Employee timesheets (if applicable);
- Subconsultant invoices;
- Vendor invoices;
- All receipts of all materials purchased; and,
- Others as requested by the Department.

In addition, the Department's Project Manager (or his/her designee) may require other back-up information from the Contractor to justify the services provided and invoiced to the Department e.g. hours being invoiced, materials purchased, clarification in taxes paid, etc. The Department shall assess a lower grade in the monthly performance evaluations for late invoice submittals. Invoice period shall be for a calendar month and invoices shall be submitted to the Department by the Contractor within 30 calendar days from the end of the invoice period.

When the Contractor's invoice includes billing of the Contractors' staff hours for any services performed, the Contractor shall submit the timesheets for all staff including Sub-Contractor staff. The Contractor shall ensure that the hours submitted on the timesheets include a description for the work performed i.e. approved LOA/TWO number so that when the Contractor and Sub-Contractor staff work on various LOA/TWO's it can be tracked via the timesheets. The Contractor shall be responsible for all back-up information submitted with each invoice including information provided by their Sub-Contractor.

Within 15 calendar days of Contract Start Date, the Contractor shall coordinate and seek approval of the invoice and progress report format from the Department's Project Manager. However, during the term of the Contract, the Department may request the Contractor to

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adjust or modify the invoice and progress report formats and the Contractor shall accommodate all such requests.

The Contractor shall bid and include all Monthly Invoice and Progress Report development costs outlined in this section within the corresponding fixed price (unit total cost) section of Exhibit "C", Contract Price Proposal.

## 6.5 Transition Period/Plan

The Contractor shall be responsible for developing a Transition Plan **(official deliverable)** and submitting it for approval to the Department's Project Manager within 7 calendar days after Contract execution date. The transition plan shall detail how the Contractor will work with the incumbent ITS Maintenance Contractor to ensure a seamless transfer of maintenance service and to ensure continuous 24 hours a day, 7 days a week system operation and functionality of all components of the System. The transition period is a 30 day period (most likely start date will be the Contract NTP date and will run for 30 days). During the transition period, all ITS Maintenance tickets will be responded by the existing Contractor and all ITS Maintenance activities will be conducted by the existing Contractor. However, it is expected that the new ITS Maintenance Contractor will begin the required transition services including completing any pending training, and provide staffing resources including onsite and field personnel to take over maintenance responsibilities and learn the intricacies of the existing System. The new Contractor will be responsible for relocating all Department owned equipment to their warehouse and must work with the existing Contractor. The new Contractor must inventory all items to ensure they are receiving what is on the existing Contractor's inventory list and must certify in writing to the Department of a complete/incomplete inventory noting any items deemed to be missing.

The new ITS Maintenance Contractor will bid a lump sum limited amount cost between a low of $1.00 up to a maximum of $100,000 for the services conducted during the Transition Period. Upon the completion of the transition period the new ITS Maintenance Contractor will assume all responsibilities of District One ITS Maintenance and provide services as per the Contract documents. The Transition Plan development shall not be paid for separately but shall be part of the lump sum limited cost for Transition Period Services of the Exhibit "C", Contract Price Proposal.

Contract Start Date - The Contract Start Date for this Contract will begin at the end of the Transition Period, from which point, the new ITS Maintenance Contractor will assume responsibilities for providing all services as stated in the new ITS Maintenance Contract.

Transition Period - For this Contract, the Transition Period is a 30 day period following the Contract NTP to the Contract Start Date. This 30 day period is to allow the Contractor to mobilize and transition from the existing Contract to the new Contract.

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## 6.6 Project Management Plan

The Contractor shall be responsible for developing a Project Management Plan **(official deliverable)** and submitting it for review and approval to the Department's Project Manager within 14 calendar days after Contract NTP. The Project Management Plan shall include, but not be limited to, the Contractor's staffing plan, hiring plan, tiered staff support plan, hurricane evacuation plan, emergency response plan, generator maintenance and refuelling plan, field and office staff internet access, cellular phones, computer and vehicle maintenance plan, and other topics as requested by the Department.

The Project Management Plan development shall not be paid for separately but shall be part of the lump sum limited amount cost for Transition Period Services of the Exhibit "C", Contract Price Proposal.

# 7 SUBMITTALS/DELIVERABLES

Submittals and deliverables have been identified throughout this Scope of Services. They include but are not limited to the following:

- Preventive Maintenance Plan
- Monthly Preventive Maintenance Schedule and Report
- Diagnostic Report and Final Repair Report
- Device Inventory
- Annual Significant Value ITS Infrastructure Inventory Report
- Bi-Weekly Status Report (including Device Records/Logs), Meeting Agenda, Preliminary and Final Meeting Minutes
- Monthly Status Report (including Device Records/Logs and Device Uptime Report), Meeting Agenda, Preliminary and Final Meeting Minutes
- Annual Meeting Agenda, Preliminary and Final Meeting Minutes, Draft and Final Status Report (including Annual Device Uptime Report)
- ITS Maintenance Procedures Handbook Draft and Final Updates
- Monthly Invoice and Progress Report
- Transition Plan
- Project Management Plan

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It is the Contractor's responsibility to ensure all submittals and deliverables are submitted in a timely manner.

## 8 WORK AUTHORIZATION AND COMPENSATION

Work authorization and compensation is described in the attached Exhibit "B", Method of Compensation.

## 9 FINANCIAL CONSEQUENCES

### 9.1 Non-Performance Penalties

This Contract contains non-performance penalties. The Contractor acknowledges that failure to complete the services by the completion date designated on the Contract document or LOA/TWO, or failure to meet the up-time requirements, other requirements and performance metrics established in the Contract shall cause the Department to incur damages and seek compensation. Therefore, the Department shall reserve the right to assess the Contractor penalties that shall be deducted from the monthly Contractor invoice. Application of this non-performance reduction in payment will not waive the Department's right to terminate this Contract in the interest of the Department.

The infractions that shall activate the invoice payment reductions for Non-Performance shall include, but not limited to:

- Not meeting the device uptime goals outlined in this Scope of Services - $500.00 per each device group goal not met, per day.
- Not providing the Preventive Maintenance Plan Schedule when required - $500.00 per occurrence, per day.
- Not providing the maintenance device equipment logs when required - $250.00 per occurrence, per day.
- Not conducting scheduled preventive maintenance within the monthly time frame as required - $250.00 per occurrence, per day until the scheduled devices are completed.
- Not meeting the repair services response times - $250.00 per occurrence.
- Not meeting the On-Call acknowledgement response times - $150.00 per occurrence.
- Not fulfilling warranty requirements - $500.00 per occurrence, per device.

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- Not performing an authorized task within the specific time - $100.00 per occurrence, per day.
- Not meeting dress code - $150.00 per occurrence.
- Not submitting progress reports on time - $250.00 per occurrence, per day.
- Not submitting invoices on time - $250.00 per occurrence, per day.
- Not keeping generators fueled - $100.00 per site, per day

### 9.2 Invoice Payment Reductions

The Department will reduce invoice payments in order to assess penalties as a result of poor Contractor performance.

## 10 OPTIONAL SERVICES

At the Department's option, the Contractor may be requested to provide optional services. Typically, the fee for these optional services is negotiated in accordance with the terms detailed in Exhibit "B", Method of Compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the service(s). A supplemental agreement adding the additional services shall be executed to the Contract.

At the Department's option, the Contractor may be requested to perform Maintenance Services to any Traffic Signal System in District One.

## 11 APPENDIX 9: FEDERAL AID TERMS AND CONDITIONS

**Insert the current version of Form 375-040-40 and mark as appropriate.**

## 12 APPENDIX 10: INFORMATION TECHNOLOGY RESOURCES

**Insert the current version of Form 375-040-29 and mark as appropriate.**

DocuSign Envelope ID: 80BB234F-C963-4168-BD3D-826EEB96D482



# APPENDIX

**APPENDIX 1: SAMPLE ANNUAL SIGNIFICANT VALUE ITS INFRASTRUCTURE INVENTORY REPORT**

**APPENDIX 2: ITSFM TECHNICAL MEMORANDUM "IMPLEMENTATION GUIDELINES AND MINIMUM REQUIREMENTS FOR DISTRICT ONE"**

**APPENDIX 3: FDOT DISTRICT ONE GENERATOR ANALYSIS FINAL REPORT**

**APPENDIX 4: DISTRICT ONE ITS MAINTENANCE PROCEDURES HANDBOOK**

**APPENDIX 5: SAMPLES OF THE MONTHLY STATUS REPORTS, MEETING AGENDA AND MINUTES**

**APPENDIX 6: COLLIER AND LEE COUNTIES I-75 ITS FMS PLANS**

**APPENDIX 7: CHARLOTTE COUNTY I-75 ITS FMS PLANS**

**APPENDIX 8: SARASOTA AND MANATEE COUNTIES I-75 ITS FMS PLANS**

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FLORIDA DEPARTMENT OF TRANSPORTATION

# STANDARD WRITTEN AGREEMENT
# MODIFICATION # 13

375-040-07
PROCUREMENT
03/17

Agreement No. BE638
Financial Project I.D. 45055115201,43265217201,44022415202, 43265219301,41773339202,
Vendor No. F943198006007
Procurement No. RFP-DOT-18-19-1104DR
DMS Catalog Class No. 80101500

Amendment # 13

This Agreement, made and entered into on 02/08/2023 | 3:08 PM EST by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and TransCore ITS, LLC, of 6021 Orient Road, Tampa, FL 33610 , duly authorized to conduct business in the State of Florida, hereinafter called the "Vendor."

## WITNESSETH:

WHEREAS, the Department and the Vendor heretofore on 9/01/2018 , entered into an agreement, hereinafter called the "Original Agreement," whereby the Department retained the Vendor to furnish certain services in connection with District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One ;

WHEREAS, the Department has determined it necessary, within the general description of the project as originally planned, to amend the budgetary ceiling of this TERM CONTRACT for an Indefinite Quantity;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other the parties agree that the budgetary ceiling is increased by the amount of $3,389,155.20 which will make the budgetary ceiling $18,806,553.94 for all services required under said agreement dated 9/01/2018 as amended hereby. The Contract budgetary ceiling is expected to be funded by annual Legislative appropriations and is made up of the limiting amounts for each fiscal year as detailed in the attached Appendix I.

Except as hereby modified, amended, or changed, all of the terms and conditions of said agreement and any amendments thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

Transcore ITS, LLC
Name of Vendor

DocuSigned by:
BY: Michael Crotty
A5D9C2F0CF794F9...
Authorized Signature

Michael Crotty
(Print/Type)

Title: VP, Controller

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
BY: Lori Albritton
28B260EC25694FA...

Lori Albritton
(Print/Type)

Title: District One Transportation Support Manager

FOR DEPARTMENT USE ONLY

APPROVED:

DocuSigned by:
James Grubbs
D9B6173FACE248F...
James Grubbs, Interim District Contracts Administrator

LEGAL REVIEW

DocuSigned by:
Don Conway
937D1D5420A84D9...

DocuSign Envelope ID: 80BB234F-C963-4168-BD3D-826EEB96D482

Appendix I
Modification #13 Amendment #13
Contract: BE638
District Wide Intelligent Transportation Systems (ITS) Maintenance Services

Encumber Funds
450551-1-52-01
DITS
FY 2023
$1,540,500.00
Justification: Funds programmed for Wrong Way Driving initiative on the Interstate

Encumber Funds
432652-1-72-01
D, Unrestricted
FY 2023
$233,008.00
Justification: After reviewing funds, we found a balance of $233,008 that have not yet been encumbered.

Encumber Funds
440224-1-52-02
DS
FY 2023
$83,978.20
Justification: Funds programmed for Polk County Signal and Backplate Modifications Project.

Encumber funds
432652-1-93-01
DDR
FY 2023
$1000.00
Justification: After reviewing funds, we found a balance of $1000 that have not yet been encumbered.

Encumber funds
417733-3-92-02
DDR
FY 2023
$1,123,825.00
Justification: Funds programmed for Wrong Way Driving initiative on the Interstate

Encumber funds
417733-3-92-02
DITS
FY 2023
$406,844.00
Justification: Funds programmed for Wrong Way Driving initiative on the Interstate

Budgetary Ceiling $15,417,398.74
Amendment S013, Total Increase $3,389,155.20
The new Budgetary Ceiling will be $18,806,553.94.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# REQUEST FOR PROCUREMENT ACTION

375-040-28
PROCUREMENT
03/17

REQUEST NUMBER: COST CENTER #: 162 FISCAL YEAR: 22 / 23 SEQUENCE #: 13

| Requesting Office: | Project Manager: | Phone: | User ID: | Mail Sta. |
|---|---|---|---|---|
| Intelligent Transportation Systems | Subin Idikula | 7493500 | TO162SI | 1-96 |

Description of Project:
Districtwide Routine Maintenance of Intelligent Transportation Systems (ITS) and ITS Fiber Locates

| Proposed Contract Period: | Total Estimated Cost: | Funding Category: |
|---|---|---|
| FROM: _____ TO: _____ | $ 3,389,155.20<br>Details of cost attached, if applicable | ☐ State – Operating<br>☒ State – 08XXXX (WP)<br>☐ Fed – Operating<br>☐ Fed – 08XXXX (WP)<br>☐ FCO – Fixed Capital Outlay** |

***FCO & other projects requiring construction specs are not procured through the Commodities and Contractual Services Unit*
Scope Preparation Assistance: Infonet, Procurement Office, Commodity & Cont. Services, Reference Guides, Scope Development Guidelines.

☐ Request For New Contract ☒ Request For Action to Existing Contract

**NEW CONTRACT**

PROCUREMENT METHOD/SPECIFICATIONS: (ATTACH SCOPE OF SERVICES) Financial Management I.D.: _____

☐ Request for Proposal - Technical and Price Proposal (above $35,000 annual) ..... **Justification Attached**
☐ Invitation to Bid - Price Proposal meeting Minimum Qualifications (above $35,000 annual)..... **Justification Attached**
☐ Invitation to Negotiate - (above $35,000 annual) ..... **Justification Attached**
☐ Single Source ☐ <= $35,000 ☐ $35,000.01 to $195,000 ☐ > $195,000.00 ..... **Justification Attached**
☐ Exempt from Competition: Government, University, Artistic, Registration, RESPECT, Medical, etc.
Type of Exemption:

Does this new contract replace an existing contract?

☐ Yes ☐ No If yes, Contract # _____ ☐ ITB ☐ RFP ☐ ITN # _____
Vendor: _____

**EXISTING CONTRACT**

Current Contract End Date: 8/31/2023 Contract # BE638 ☐ ITB ☐ RFP ☐ ITN # _____
Financial Management I.D.: SEE ATTACHED Vendor: TRANSCORE HOLDINGS, INC.

☐ Renewal No.
☐ Continuation (Single Source/IRR required, as applicable)
☐ Time Extension ☐ No Cost
☐ With Funding - $ _____
Length of Extension: _____
☒ Amendment - Justification and Description Attached
☐ Amendment - Change Budgetary Ceiling of Term Contract for an Indefinite Quantity
☐ Termination or Certificate of Completion - Description Attached
☐ Agreement of Assignment

DocuSigned by: Subin Idikula C582DF850C9F48E... 01/23/2023 | 1:23 PM EST
**Project Manager** **Date**

DocuSigned by: Steven Davis E47E08E1A154459... 01/26/2023 | 4:41
**Approved: Office Manager Signature** **Date**

DocuSign Envelope ID: 80BB234F-C963-4168-BD3D-826EEB96D482

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# REQUEST FOR PROCUREMENT ACTION



**TO BE COMPLETED BY PROCUREMENT OFFICE WITH PROJECT MANAGER**

Class Code: _____ Assigned To: _____

Comments: _____

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/23/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: Tracie Coole | |
|---|---|---|
| Commercial Lines - (404) 923-3700<br>USI Insurance Services LLC<br>1 Concourse Parkway NE, Suite 700<br>Atlanta, GA 30328 | PHONE (A/C, No, Ext): 470.428.9751 | FAX (A/C, No): 610.537.1929 |
| | E-MAIL ADDRESS: tracie.coole@usi.com | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| TransCore ITS, LLC<br>150 4th Ave. N, Ste. 1200<br>Nashville, TN 37219 | INSURER A : Zurich American Insurance Co | 16535 |
| | INSURER B : American Guarantee and Liability Insurance Com | 26247 |
| | INSURER C : American Zurich Insurance Company | 40142 |
| | INSURER D : Steadfast Insurance Company | 26387 |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 15520808 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>X Contractual Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | X | X | GLO 8118509-00 | 03/17/2022 | 03/17/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 3,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 3,000,000<br>$ 5,000,000<br>$ 5,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY<br>X $25,000 Com X $25,000 Coll | X | X | BAP 8118508-00 | 03/17/2022 | 03/17/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 2,000,000<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | AUC439720400 | 3/17/2022 | 3/17/2023 | EACH OCCURRENCE<br>AGGREGATE | $ 10,000,000<br>$ 10,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N / N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | WC 8118507-00 | 03/17/2022 | 03/17/2023 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | Technology / E&O Liability | | | EOC4299723-00 | 03/17/2022 | 03/17/2023 | $5,000,000 Per Claim/Aggregate | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

RE: Transcore Agreement No. BE638 COT FDOT Maintenance Services Florida Department of Transportation and the City of Tampa are included as Additional Insured on the General & Auto Liability with respect to liability arising out of the named insured's operations, if required by written contract, subject to policy terms, conditions, and exclusions. Waiver of Subrogation is granted as it relates to General and Auto Liability and Workers' Comp regarding work performed by the Named Insured. Umbrella follows form as it relates to additional insureds. The above general and auto liability coverage is primary and non-contributory where required by written contract, subject to policy terms, conditions, and exclusions.

**CERTIFICATE HOLDER**

City of Tampa
306 E. Jackson Street, 2E
Tampa FL 33602

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

Paula B. Bolan

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**To: Christina.Browne@dot.state.fl.us**

# FLORIDA DEPARTMENT OF TRANSPORTATION
# FUNDS APPROVAL

**BE638**

**2/3/2023**

## CONTRACT INFORMATION

| | |
|---|---|
| **Contract:** | BE638 |
| **Contract Type:** | B1 - OTHER CONTRACTUAL SERVICE (OTHER CS) |
| **Method of Procurement:** | B - REQUEST FOR PROPOSAL (287.057,F.S.) |
| **Vendor Name:** | TRANSCORE HOLDINGS, INC. |
| **Vendor ID:** | F943198006007 |
| **Beginning Date of This Agreement:** | 09/01/2018 |
| **Ending Date of This Agreement:** | 08/31/2023 |
| **Contract Total/Budgetary Ceiling:** | ct = $32,662,555.21 |
| **Description:** | District-Wide Intelligent Trabnsportation Systems (ITS) Maintenance Services for District One |

## FUNDS APPROVAL INFORMATION

**FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 2/3/2023**

| Action: | Supplemental | Supplemental | Supplemental | Supplemental |
|---|---|---|---|---|
| Reviewed or Approved: | APPROVED | APPROVED | APPROVED | APPROVED |
| Organization Code: | 55014060162 | 55014060162 | 55014060162 | 55014060162 |
| Expansion Option: | AE | A3 | AE | AE |
| Object Code: | 242059 | 242059 | 242059 | 242059 |
| Amount: | $1,540,500.00 | $233,008.00 | $83,978.20 | $1,000.00 |
| Financial Project: | 45055115201 | 43265217201 | 44022415202 | 43265219301 |
| Work Activity (FCT): | 306 | 305 | 305 | 987 |
| CFDA: | | | | |
| Fiscal Year: | 2023 | 2023 | 2023 | 2023 |
| Budget Entity: | 55150200 | 55150200 | 55150200 | 55150200 |
| Category/Category Year: | 088716/23 | 088712/23 | 088716/23 | 088716/23 |
| Amendment ID: | S012 | S012 | S012 | S012 |
| Sequence: | 00 | 01 | 02 | 04 |
| User Assigned ID: | AM13 | AM13 | AM13 | AM13 |
| Enc Line (6s)/Status: | 0029/04 | 0030/04 | 0031/04 | 0032/04 |

**Total Amount: $1,858,486.20**

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**To: Christina.Browne@dot.state.fl.us**

# FLORIDA DEPARTMENT OF TRANSPORTATION
# FUNDS APPROVAL

**BE638**

**2/6/2023**

## CONTRACT INFORMATION

| | |
|---|---|
| **Contract:** | BE638 |
| **Contract Type:** | B1 - OTHER CONTRACTUAL SERVICE (OTHER CS) |
| **Method of Procurement:** | B - REQUEST FOR PROPOSAL (287.057,F.S.) |
| **Vendor Name:** | TRANSCORE HOLDINGS, INC. |
| **Vendor ID:** | F943198006007 |
| **Beginning Date of This Agreement:** | 09/01/2018 |
| **Ending Date of This Agreement:** | 08/31/2023 |
| **Contract Total/Budgetary Ceiling:** | ct = $32,662,555.21 |
| **Description:** | District-Wide Intelligent Trabnsportation Systems (ITS) Maintenance Services for District One |

## FUNDS APPROVAL INFORMATION

**FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 2/6/2023**

| | |
|---|---|
| Action: | Supplemental |
| Reviewed or Approved: | APPROVED |
| Organization Code: | 55014060162 |
| Expansion Option: | AJ |
| Object Code: | 242059 |
| Amount: | $1,530,669.00 |
| Financial Project: | 41773339202 |
| Work Activity (FCT): | 987 |
| CFDA: | |
| Fiscal Year: | 2023 |
| Budget Entity: | 55150200 |
| Category/Category Year: | 088866/23 |
| Amendment ID: | S012 |
| Sequence: | 03 |
| User Assigned ID: | AM13 |
| Enc Line (6s)/Status: | 0033/04 |

**Total Amount: $1,530,669.00**

DocuSign Envelope ID: 80BB234F-C963-4168-BD3D-826EEB96D482

FLORIDA DEPARTMENT OF TRANSPORTATION

# STANDARD WRITTEN AGREEMENT
# MODIFICATION # 12

375-040-07
PROCUREMENT
03/17

| | |
|---|---|
| Agreement No. | BE638 |
| Financial Project I.D. | 432652-1-72-01 & 419714-3-32-01 |
| Vendor No. | F943198006007 |
| Procurement No. | RFP-DOT-18-19-1104DR |
| DMS Catalog Class No. | 80101500 |

Amendment # 12

This Agreement, made and entered into on 9/9/2022 | 3:09 PM EDT by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and TransCore ITS, LLC, of 6021 Orient Road, Tampa, FL 33610 , duly authorized to conduct business in the State of Florida, hereinafter called the "Vendor."

## WITNESSETH:

WHEREAS, the Department and the Vendor heretofore on 9/1/2018 , entered into an agreement, hereinafter called the "Original Agreement," whereby the Department retained the Vendor to furnish certain services in connection with District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One ; and

WHEREAS, the Department has determined it necessary to amend the agreement to include the following renewal language per the Original Solicitation: This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties. ,

NOW, THEREFORE, this Agreement witnesseth the following amendment is made;

Appendix I .

Except as hereby modified, amended, or changed, all of the terms and conditions of said agreement and any amendments thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

DocuSign Envelope ID: 80BB234F-C963-4168-BD3D-826EEB96D482

FLORIDA DEPARTMENT OF TRANSPORTATION

# STANDARD WRITTEN AGREEMENT



Transcore ITS, LLC
Name of Vendor

DocuSigned by:
BY: Michael Crotty
A5D9C270CFF94F5...
Authorized Signature

Michael Crotty
(Print/Type)

Title: VP, Controller

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
BY: Lori Albritton
28B260EC25694FA...

Lori A. Albritton
(Print/Type)

Title: District One Transportation Support Manager

FOR DEPARTMENT USE ONLY

APPROVED:

DocuSigned by:
Don Naylor
6A[illegible]
Don Naylor, District Contracts Administrator

LEGAL REVIEW

DocuSigned by:
Don Conway
937D1D5420A84D9...

DocuSign Envelope ID: 80BB234F-C963-4168-BD3D-826EEB96D482

**Appendix I**

**Modification #12 Amendment #12**

**Contract: BE638**
**DISTRICT WIDE INTELLIGENT TRANSPORTATION SYSTEMS (ITS) MAINTENANCE SERVICES**

Amending the Standard Written Agreement to include the following Renewal language per the Original Solicitation:

This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

DocuSign Envelope ID: 80BB234F-C963-4168-BD3D-826EEB96D482

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# REQUEST FOR PROCUREMENT ACTION

375-040-28
PROCUREMENT
03/17

REQUEST NUMBER: COST CENTER #: 162 FISCAL YEAR: __ / __ SEQUENCE #: ___

| Requesting Office: | Project Manager: | Phone: | User ID: | Mail Sta. |
|---|---|---|---|---|
| Intelligent Transportation Systems | Subin Idikula | 640-1150 | TO162SI | 1-96 |

Description of Project:
Districtwide Routing Maintenance of ITS and ITS Fiber Locates: Amending the Renewal Language per the Original Solicitation

| Proposed Contract Period: | Total Estimated Cost: | Funding Category: |
|---|---|---|
| FROM: _____ TO: _____ | $ _____ Details of cost attached, if applicable | ☐ State – Operating<br>☐ State – 08XXXX (WP)<br>☐ Fed – Operating<br>☐ Fed – 08XXXX (WP) |

Scope Preparation Assistance: Infonet, Procurement Office, Commodity & Cont. Services, Reference Guides, Scope Development Guidelines.

☐ Request For New Contract ☒ Request For Action to Existing Contract

**NEW CONTRACT**

PROCUREMENT METHOD/SPECIFICATIONS: Financial Management I.D.: _____
(ATTACH SCOPE OF SERVICES)

☐ Request for Proposal - Technical and Price Proposal (above $35,000 annual).....**Justification Attached**
☐ Invitation to Bid - Price Proposal meeting Minimum Qualifications (above $35,000 annual).....**Justification Attached**
☐ Invitation to Negotiate - (above $35,000 annual) .....**Justification Attached**
☐ Single Source ☐ <= $35,000 ☐ $35,000.01 to $195,000 ☐ > $195,000.00 .....**Justification Attached**
☐ Exempt from Competition: Government, University, Artistic, Registration, RESPECT, Medical, etc.
Type of Exemption:

Does this new contract replace an existing contract?

☐ Yes ☐ No If yes, Contract # _____ ☐ ITB ☐ RFP ☐ ITN # _____
Vendor: _____

**EXISTING CONTRACT**

Current Contract End Date: 8/31/2023 Contract # BE638 ☐ ITB ☐ RFP ☐ ITN # _____
Financial Management I.D.: 440224-1-52-02 Vendor: F943198006007

☐ Renewal No.
☐ Continuation (Single Source/IRR required, as applicable)
☐ Time Extension ☐ No Cost
☐ With Funding - $ _____
Length of Extension: _____
☒ Amendment - Justification and Description Attached
☐ Amendment - Change Budgetary Ceiling of Term Contract for an Indefinite Quantity
☐ Termination or Certificate of Completion - Description Attached
☐ Agreement of Assignment

DocuSigned by: Subin Idikula C582DF850C9F48E... 9/8/2022 | 9:14 AM EDT
**Project Manager** **Date**

DocuSigned by: Steven Davis E47E08E14154459... 9/8/2022 | 9:21 AM
**Approved: Office Manager Signature** **Date**

**TO BE COMPLETED BY PROCUREMENT OFFICE WITH PROJECT MANAGER**

Class Code: _____ Assigned To: _____
Comments: _____

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/23/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: Tracie Coole | |
|---|---|---|
| Commercial Lines - (404) 923-3700<br>USI Insurance Services LLC<br>1 Concourse Parkway NE, Suite 700<br>Atlanta, GA 30328 | PHONE (A/C, No, Ext): 470.428.9751 | FAX (A/C, No): 610.537.1929 |
| | E-MAIL ADDRESS: tracie.coole@usi.com | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| TransCore ITS, LLC<br>150 4th Ave. N, Ste. 1200<br>Nashville, TN 37219 | INSURER A : Zurich American Insurance Co | 16535 |
| | INSURER B : American Guarantee and Liability Insurance Com | 26247 |
| | INSURER C : American Zurich Insurance Company | 40142 |
| | INSURER D : Steadfast Insurance Company | 26387 |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 15520808 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>X Contractual Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | X | X | GLO 8118509-00 | 03/17/2022 | 03/17/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 3,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 3,000,000<br>$ 5,000,000<br>$ 5,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY<br>X $25,000 Com X $25,000 Coll | X | X | BAP 8118508-00 | 03/17/2022 | 03/17/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 2,000,000<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | AUC439720400 | 3/17/2022 | 3/17/2023 | EACH OCCURRENCE<br>AGGREGATE | $ 10,000,000<br>$ 10,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N / N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | WC 8118507-00 | 03/17/2022 | 03/17/2023 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | Technology / E&O Liability | | | EOC4299723-00 | 03/17/2022 | 03/17/2023 | $5,000,000 Per Claim/Aggregate | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

RE: Transcore Agreement No. BE638 COT FDOT Maintenance Services Florida Department of Transportation and the City of Tampa are included as Additional Insured on the General & Auto Liability with respect to liability arising out of the named insured's operations, if required by written contract, subject to policy terms, conditions, and exclusions. Waiver of Subrogation is granted as it relates to General and Auto Liability and Workers' Comp regarding work performed by the Named Insured. Umbrella follows form as it relates to additional insureds. The above general and auto liability coverage is primary and non-contributory where required by written contract, subject to policy terms, conditions, and exclusions.

**CERTIFICATE HOLDER**

City of Tampa
306 E. Jackson Street, 2E
Tampa FL 33602

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

Paula B. Bolan

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Agreement No. BE638
Financial Project I.D. 432652-1-72-01 & 419714-3-32-01
F.E.I.D. No.: F943198006007
Appropriation Bill Number(s)/Line Item Number(s) for 1st year of contract, pursuant to s. 216.313, F.S.: 1896/1866
*(required for contracts in excess of $5 million)*
Procurement No.: RFP-DOT-18-19-1104DR
DMS Catalog Class No.: 80101500

BY THIS AGREEMENT, made and entered into on September 1, 2018 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and TransCore ITS, LLC , of 6021 Orient Road Tampa, FL 33610 duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

A. In connection with District-Wide Intelligent Transportation Systems (ITS) Maintenance Services for District One , the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.

B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).

C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.

D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.

E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.

F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

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Reference herein to the Director shall mean the
District Secretary

2. TERM

A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or August 31, 2023, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

☑ Services shall commence September 1, 2018 and shall be completed by August 31, 2023 or date of termination, whichever occurs first.

☐ Services shall commence upon written notice from the Department's Contract Manager and shall be completed by _____ or date of termination, whichever occurs first.

☐ Other: See Exhibit "A"

B. RENEWALS (Select appropriate box):

☑ This Agreement may not be renewed.

☐ This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPENSATION AND PAYMENT

A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor will bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the

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funds retained will be forfeited at the end of the agreement period.

B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized under this Agreement and by the Department's Project Manager, then the Department shall not compensate the Vendor for lodging/hotel expenses in excess of $150.00 per day (excluding taxes and fees). The Vendor may expend their own funds to the extent the lodging/ hotel expense exceeds $150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Vendor for lodging/hotel expenses in excess of $150.00 per day.

E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering reprocurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.

J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any

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contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

A. INDEMNITY: To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

PAYMENT FOR CLAIMS: The Vendor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

B. LIABILITY INSURANCE. (Select and complete as appropriate):

☐ No general liability insurance is required.

☑ The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least $1,000,000.00 per person and $1,000,000.00 each occurrence, and property damage insurance of at least $1,000,000.00 each occurrence, for the services to be rendered in accordance with this Agreement

☐ The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of $_____.

C. WORKERS' COMPENSATION. The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

D. PERFORMANCE AND PAYMENT BOND. (Select as appropriate):

☑ No Bond is required.

☐ Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

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E. CERTIFICATION.

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

A. The Vendor shall comply with Chapter 119, Florida Statutes. Specifically, the Vendor shall:

(1) Keep and maintain public records required by the Department to perform the service.

(2) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Department.

(4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

District 1

863-519-2623
D1prcustodian@dot.state.fL.us
Florida Department of Transportation
District 1 - Office of General Counsel
801 N.Broadway
Bartow, FL 33830

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B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.

C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:

(1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.

(2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.

(3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.

E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.

H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

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I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at http://www.dot.state.fl.us/procurement/index.shtm, incorporated herein by reference and made a part of this Agreement.

J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.

L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.

B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.

C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.

E. A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of $1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes. If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

7. ASSIGNMENT AND SUBCONTRACTS

A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.

B. Select the appropriate box:

☑

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The following provision is not applicable to this Agreement:

☐ The following provision is hereby incorporated in and made a part of this Agreement:

☐ It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

RESPECT
2475 Apalachee Pkwy
Tallahassee, Florida 32301-4946
Phone: (850)487-1471

☐ The following provision is hereby incorporated in and made a part of this Agreement:
It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 - 28th Street, North
St. Petersburg, FL 33716-1826 (800)643-8459

☐ This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.

B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.

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D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.

G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.

H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.

I. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.

J. Vendor/Contractor:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

K. Time is of the essence as to each and every obligation under this Agreement.

L. The following attachments are incorporated and made a part of this agreement:
Exhibit "A" – Scope of Services
Exhibit "B" – Method of Compensation
Exhibit "C" – Contract Price Proposal Appendixes 1-8 (Will be provided in CD format at Pre-proposal conference)
Drug-Free Workplace Program Certification (Form 375-040-18)
MBE Planned Utilization (Form 375-040-24)
DBE Participation Statement
Bid Opportunity List
Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60) (proposals of $1Million or more)

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M. Other Provisions:

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

Transcore ITS, LLC
Name of Vendor

BY: DocuSigned by: Michael Crotty A5D9C2709EE94E5...
Authorized Signature

Michael Crotty
(Print/Type)

Title: Controller

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: DocuSigned by: Carol J. Finn F509AA69EE4B4D2...
Authorized Signature

Carol J. Finn
(Print/Type)

Title: District One Transportation Support Manager

FOR DEPARTMENT USE ONLY

APPROVED: DocuSigned by: Don Naylor 6AC38F411BDB49F... DS DN
Procurement Office

LEGAL REVIEW DocuSigned by: Don Conway 937D1D5420A84D9...