

**State of Florida
Department of Transportation**



REQUEST FOR PROPOSAL
Integrated Corridor Management Modeling Software

RFP-DOT-17-18-5011-ICMM

PROCUREMENT AGENT:

Ashley Henning, Procurement Agent
Florida Department of Transportation, D5
Procurement Office, MS-524
Fax: (850) 412-8092
719 S Woodland Blvd
Deland, FL 32720

Cover Sheet

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 Integrated Corridor Management Modeling Software. It is anticipated that the term of the contract will be for five years. Award and execution of this project are contingent on inclusion in the Departments fiscal year 2017 budget and work program.

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 "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", 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
ADVERTISEMENT POSTED TO VBS	2-22-2018	4:00 PM
DEADLINE FOR ALL QUESTIONS	3-19-2018	5:00 PM
POSTING OF QUESTIONS AND ANSWERS to VBS	3-21-2018	4:00 PM
PROPOSALS DUE (Technical and Price)	4-3-2018	2:00 PM
PUBLIC OPENING (Technical Proposal) District Five Headquarters, 719 S. Woodland Blvd, DeLand, FL 32720	4-3-2018	2:00 PM
PUBLIC OPENING / MEETING (Price Proposal) Price Proposal Opening & Calculation of Scores District Five Headquarters, 719 S Woodland Blvd, DeLand, FL 32720	4-10-2018	2:00 PM
PUBLIC MEETING OF THE SELECTION COMMITTEE TO DETERMINE INTENDED AWARD District Five Headquarters 719 S. Woodland Blvd, DeLand, FL 32720 Lake County Conference Room	4-16-2018	9:00 AM
POSTING OF INTENDED AWARD	4-16-2018	12:00 PM

3) AGENDA FOR PUBLIC MEETINGS

Agenda – Public Opening (Technical Proposals)

Agenda for Public Opening of Technical Proposals for RFP-DOT-17-18-5011-ICMM:

Starting Time: see “Timeline” in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Technical Proposals received timely will be opened, with proposer’s name read aloud and tabulated. Price proposals will be kept secured and unopened until the Price Proposal Opening.
- Adjourn meeting.

Agenda – Price Proposal Opening & Intended Award Meeting

Agenda for Price Proposal Opening and Intended Award meeting for RFP-DOT-17-18-5011-ICMM:

Starting Time: see “Timeline” in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Technical evaluation scores will be summarized.
- Announce the firms that did not achieve the minimum technical score.
- Announce the firms that achieved the minimum technical score and their price(s) as price proposals are opened.
- Calculate price scores and add to technical scores to arrive at total scores.
- Announce Proposer with highest Total Score as Intended Award.
- Announce time and date the decision will be posted on the Vendor Bid System (VBS).
- Adjourn.

Agenda – Meeting of the Selection Committee to Summarize Evaluations and Select Intended Award

Agenda for Intended / Recommended Award meeting for RFP-DOT-17-18-5011-ICMM:

Starting Time: see “Timeline” in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Total Scores (technical scores plus price scores) will be summarized.
- Announce Intended Award decision.
- Announce time and date decision will be posted on the Vendor Bid System (VBS).
- Adjourn

4) SPECIAL ACCOMMODATIONS

Any person with a qualified disability requiring special accommodations at a pre-proposal conference, public meeting, oral presentation and/or opening shall contact the contact person at the phone number, e-mail address or fax number provided on the title page at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

SPECIAL CONDITIONS

1) MyFloridaMarketPlace

PROPOSERS MUST BE REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE TECHNICAL PROPOSAL OPENING OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 21). All prospective proposers that are not registered should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. However, all vendors should be aware, that effective July 1, 2017 through June 30, 2018, in accordance with House Bill 5003 Sec.73, the Transaction Fee will be seven-tenths of one percent (.70%) 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 FLW9@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.

Any questions arising from this Request for Proposal must be forwarded, in writing, to the following email address: D5.ProcurementQuestions@dot.state.fl.us.

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.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", 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 their proposal.

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.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", 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. All Addenda will be acknowledged by signature and subsequent submission of Addenda with

proposal when so stated in the Addenda.

5) DIVERSITY ACHIEVEMENT

MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

The Department, in accordance with *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*, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively ensure that in any contract/agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

The Department encourages small, minority, women, and service-disabled veteran businesses to compete for Department contracts, both as "Vendor" and as subcontractors. The Department, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that small, minority, women, and service-disabled veteran businesses have the opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. Bidders are requested to indicate their intention regarding MBE participation on the MBE Planned Utilization form and to submit the completed form with their Price Proposal. The contract vendor will be asked to submit payment certification for MBE subcontractors used.

To request certification or to locate certified MBEs, call the Office of Supplier Diversity, Department of Management Services at (850) 487-0915, or access their MBE directory on the Internet at www.osd.dms.state.fl.us/.

6) SCOPE OF SERVICES

Details of the services, information and items to be furnished by the Vendor are described in Exhibit "A", Scope of Services, attached hereto and made a part hereof.

7) INTENDED AWARD

The Department intends to award a contract to the responsive and responsible vendor with the highest cumulative total points for the evaluation criteria specified herein (See Section 30, Proposal Evaluation). The Intended Award decision will be announced at the Selection Committee meeting specified in the Timeline (See Introduction Section 2 Timeline). If the Department is confronted with identical scoring from multiple vendors, the Department shall determine the order of award in accordance with Rule 60A-1.011 Florida Administrative Code.

8) PRE-PROPOSAL CONFERENCE: A PRE-PROPOSAL CONFERENCE WILL NOT BE HELD.

9) QUALIFICATIONS

9.1 General

The Department will determine whether the Proposer is qualified to perform the services being contracted based upon their proposal demonstrating satisfactory experience and capability in the work area. The Proposer shall identify necessary experienced personnel and facilities to support the activities associated with this proposal.

9.2 Qualifications of Key Personnel

Those individuals who will be directly involved in the project should have demonstrated experience in the areas delineated in the scope of work. Individuals whose qualifications are presented will be committed to the project for its duration unless otherwise excepted by the Department's Project Manager. Where State of Florida registration or certification is deemed appropriate, a copy of the registration or certificate should be included in the proposal package.

9.3 Authorized To Do Business in the State of Florida

In accordance with sections 607.1501, 608.501, and 620.9102, Florida Statutes, out-of-state corporations, out-of-state limited liability companies, and out-of-state limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the proposal due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For authorization, contact:

Florida Department of State
Tallahassee, Florida 32399
(850) 245-6051

9.4 Licensed to Conduct Business in the State of Florida

If the business being provided requires that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the proposal due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For licensing, contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
(850) 487-1395

10) WARRANTY/SUBSTITUTIONS

When performance of the services requires the supply of commodities, a warranty is required on all items provided against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria, for a period of not less than ninety (90) days from the date of acceptance by the purchaser. Any deviation from this criteria must be documented in the proposal response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.

Replacement of all materials found defective within the warranty period shall be made without cost to the purchaser, including transportation if applicable. All fees associated with restocking cancelled orders shall be the responsibility of the vendor.

All items provided during the performance of the contract found to be poorly manufactured will not be accepted, but returned to the vendor, at their expense, for replacement. Replacement of all items found defective shall be made without cost to the Department, including transportation, if applicable. As it may be impossible for each facility to inspect all items upon arrival, a reasonable opportunity must be given to these facilities for inspection of the items, and returning those that are defective.

11) LIABILITY INSURANCE

(X) No general liability insurance is required.

12) PERFORMANCE BOND

(X) A Performance Bond is not required for this project.

13) METHOD OF COMPENSATION

The Department shall request Vendor services on an as-needed basis. For the satisfactory performance of services and/or delivery of items authorized, the Vendor shall be paid as described in the attached Exhibit "B", Method of Compensation.

14) CONTRACT DOCUMENT - STANDARD WRITTEN AGREEMENT

The Department's "Standard Written Agreement" is attached hereto and made a part hereof. The terms and conditions contained therein will become an integral part of the contract resulting from this solicitation. In submitting a proposal, the proposer agrees to be legally bound by these terms and conditions.

The Contract Documents shall be comprised of the following:

- The Department's Standard Written Agreement, Form #375-040-19
- Exhibit "A" Scope of Services, to include form PUR1000
- Exhibit "B" Method of Compensation
- Appendix II, Information Technology Resources (As Applicable)

15) REVIEW OF PROPOSER'S FACILITIES & QUALIFICATIONS

After the proposal due date and prior to contract execution, the Department reserves the right to perform or have performed an on-site review of the Proposer's facilities and qualifications. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer has an adequate, qualified, and experienced staff, and can provide overall management facilities. The review may also serve to verify whether the Proposer has financial capability adequate to meet the contract requirements.

Should the Department determine that the proposal has material misrepresentations or that the size or nature of the Proposer's facilities or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the Department has the right to reject the proposal.

16) PROTEST OF REQUEST FOR PROPOSAL SPECIFICATIONS

Any person who is adversely affected by the contents of this Request for Proposal must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after the posting of the solicitation, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed.

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.

17) UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) 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

Section 287.135, Florida Statutes, requires that at the time a company submits a bid or proposal for a contract for goods or services of \$1 million or more, the company must certify that the company is not on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

RFP responses of \$1 million or more must include the attached **Scrutinized Companies Lists Form** to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

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

21.1 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 seventy (70) 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 by 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.

21.2 Multiple Proposals

Proposals may be rejected if more than one proposal is received from a Proposer. Such duplicate interest may cause the rejection of all proposals in which such Proposer has participated. Subcontractors may appear in more than one proposal.

21.3 Other Conditions

Other conditions which may cause rejection of proposals include, but are not limited to, evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, failure to perform or meet financial obligations on previous contracts, or in the event an individual, firm, partnership, or corporation is on the General Services Administration Excluded Parties List. Proposers whose proposals, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. The Department reserves the right to determine which proposals meet the requirements of this solicitation, and which Proposers are responsive and responsible.

22) PROPOSAL FORMAT INSTRUCTIONS

22.1 General Information

This section contains instructions that describe the required format for the proposal. All proposals submitted shall contain two parts and be marked as follows:

PART I: TECHNICAL PROPOSAL NUMBER RFP-DOT-17-18-5011-ICMM
(One Separately Sealed Package for Technical Proposal)

PART II: PRICE PROPOSAL NUMBER RFP-DOT-17-18-5011-ICMM
(One Separately Sealed Package for Price Proposal)

The separately sealed proposals, Part I and Part II above, may be mailed or submitted in the same envelope or box.

22.2 Technical Proposal (Part I) One (1) Original and One (1) CD (Do not include price information in Part I)

The Technical Proposal shall be limited to Eleven (11) pages as delineated below.

The Proposer must submit One (1) Original and One (1) CD of the Technical Proposal which are to be divided into the sections described below. Since the Department will expect all technical proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the proposal. The Technical Proposal must be submitted in a separate sealed package marked "TECHNICAL PROPOSAL NUMBER RFP-DOT-17-18-5011-ICMM".

1. SOFTWARE DESCRIPTION AND FUNCTIONALITY (Maximum 4 pages and 35 Points)

The Proposer shall discuss their COTS modeling software and how it can meet the needs of this project. As part of the submission the Proposer shall provide an example of the MOE data files that will be provided to the ICMS Data Fusion Engine (DFE) as part of the integration of the real-time model with the ICMS. Furthermore the Proposer shall complete the table of requirements provided in the requirements matrix attachment and provide a brief description of how each requirement will be met. Where not met the Proposer will provide an alternate method to meeting the functionality defined by the requirement. The table of requirements document will not count toward the total page count.

2. SUPPORT AND INTEGRATION APPROACH (Maximum 3 pages and 35 Points)

The Proposer shall discuss how they will support the implementation of the modeling software as part of the FDOT ICMS development and deployment. Include a description of how the proposer

supports software integrations, application development, and general modeling support. As part of this section the Proposer shall complete the Staffing Plan and Availability worksheet attached, this worksheet will not count toward the total page count.

3. SOFTWARE DEPLOYMENTS/PROJECT HISTORY (Maximum 4 pages, 30 Points)

The Proposer shall describe how the software has been successfully deployed and used in previous and on-going projects. Provide details as they relate to similar functionalities as the ICMS, support and integration tasks, client references, and association of the support staff listed in the Staff Plan and Availability to the project reference. Furthermore the Proposer shall complete the Work Experience worksheet with relevant project information. This worksheet will not count toward the total page count.

22.3 Price Proposal (Part II) (1 copy)

Proposers shall submit one (1) original and one (1) copy of the Price Proposal by the due date and time listed in the Section 2, Timeline of this RFP. The Price Proposal information is to be submitted in a separately sealed package marked "PRICE PROPOSAL NUMBER RFP-DOT-17-18-5011-ICMM". The Price Proposal information shall be submitted on the Bid Price Proposal Form (Form No. 2) provided in this Request for Proposal.

The Proposer shall complete the Bid Price Proposal form and submit as part of the Price Proposal Package. Any proposal in which this form is not used or in which the form is improperly executed may be considered non-responsive and the proposal will be subject to rejection. The vendor's completed form shall become a part of the contract upon award of the contract.

22.4 Presenting the Proposal

No cover letter is allowed, if one is submitted it will be considered one of the pages within the Eleven (11) Page Limit.

The Technical Proposal shall be limited to a page size of eight and one-half by eleven inches (8½" x 11"). Type size should not be less than 10 point font. The proposals should be indexed and all pages sequentially numbered. Bindings and covers will be at the Proposer's discretion. Section or Tab dividers shall not contain additional information, they should be plain, and include only the Section or Tab number. If any additional information is included on a page divider, that page will be counted towards one of the pages within the Eleven (11) Page Limit of the Technical Proposal.

Unnecessarily elaborate special brochures, art work, expensive paper and expensive visual and other presentation aids are neither necessary nor desired.

It is recognized that existing financial reports, documents, or brochures, such as those that delineate the Proposer's general capabilities and experience, may not comply with the prescribed format. It is not the intent to have these documents reformatted and they will be acceptable in their existing form.

23) "DRUG-FREE WORK PLACE" PREFERENCE

Whenever two or more bids which are equal with respect to price, quality, and service are received, the Department shall determine the order of award in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code, which includes a preference for bid responses that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, F.S. The

"Drug-Free Workplace Program Certification" must be completed and submitted with the bid response to be eligible for this preference.

24) COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of a technical proposal only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for the use of Department staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

25) ATTACHMENT TO RFP SUBMITTAL - CONFIDENTIAL MATERIAL

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Request for Proposals, Number RFP-DOT-17-18-5011-ICMM - Confidential Material". The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

26) COSTS INCURRED IN RESPONDING

This Request for Proposal does not commit the Department or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of a proposal or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

27) MAIL OR DELIVER PROPOSAL TO: (DO NOT FAX OR SEND BY E-MAIL)

Mail or deliver proposal to the Procurement Office listed on the Cover Sheet.

It is the proposer's responsibility to assure that the proposal (Technical and Price proposal) is delivered to the proper place on or before the Proposal Due date and time (See Introduction Section 2 Timeline). Proposals which for any reason are not so delivered will not be considered.

By submitting a proposal, the Proposer represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services to be provided.

All proposals and associated forms shall be signed and dated in ink by a duly authorized representative of the Proposer.

Each Proposer shall fully acquaint itself with the conditions relating to the performance of the services under the conditions of this Request for Proposal. This may require an on-site observation.

28) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

Proposers may modify submitted proposals at any time prior to the proposal due date. Requests for modification of a submitted proposal shall be in writing and must be signed by an authorized signatory of the proposer. Upon receipt and acceptance of such a request, the entire proposal will be returned to the proposer and not considered unless resubmitted by the due date and time. Proposers may also send a change in a sealed envelope to be opened at the same time as the proposal. The RFP number, due date and time should appear on the envelope of the modified proposal.

29) PROPOSAL OPENING

All proposal openings are open to the public. Technical Proposals will be opened by the Department at the date, time and location in the Timeline (See Introduction Section 2 Timeline). Price Proposals, which have a corresponding responsive Technical Proposal, will be opened by the Department at the date, time and location in the Timeline (See Introduction Section 2 Timeline).

30) PROPOSAL EVALUATION

30.1 Evaluation Process:

A Technical Review Committee (TRC) will be established to review and evaluate each proposal submitted in response to this Request for Proposal (RFP). The TRC will be composed of at least three (3) persons who collectively have experience and knowledge in the program areas and service requirements for which the commodities and/or contractual services are sought.

The Procurement Office will distribute to each member of the TRC a copy of each technical proposal. The TRC members will independently evaluate the proposals on the criteria and point system established in the section below entitled "Criteria for Evaluation" in order to assure that proposals are uniformly rated. Due to the complexity of certain procurements, the TRC members are authorized to consult with subject matter experts for the purpose of gathering information, if needed. The independent evaluations will be sent to the Procurement Office and averaged for each vendor. Proposing firms must attain an average score of seventy (70) points or higher on the Technical Proposal to be considered responsive. Should a Proposer receive fewer than seventy (70) points for their average Technical Proposal score, the Price Proposal will not be opened.

During the process of evaluation, the Procurement Office will conduct examinations of proposals for responsiveness to requirements of the RFP. Those determined to be non-responsive will be automatically rejected.

30.2 Oral Presentations: THERE ARE NO ORAL PRESENTATIONS FOR THIS PROJECT.

30.3 Price Proposal

The Proposer shall complete the Price Proposal form and submit as part of the Price Proposal Package. Any proposal in which this form is not used or in which the form is improperly executed may be considered non-responsive and the proposal will be subject to rejection. The vendor's completed form shall become a part of the contract upon award of the contract.

The Procurement Office will open Price Proposals in accordance with Section 29, Proposal Openings. The Procurement Office and/or the Project Manager/TRC will review and evaluate the price proposals and prepare a summary of its price evaluation. The Procurement Office and/or the Project Manager/TRC will assign points based on price evaluation criteria identified herein.

30.4 Criteria for Evaluation

Proposals will be evaluated and graded in accordance with the criteria detailed below.

a. Technical Proposal (100 Points)

Technical evaluation is the process of reviewing the Proposer's response to evaluate the experience, qualifications, and capabilities of the proposers to provide the desired services and assure a quality product.

The following point system is established for scoring the technical proposals:

	<u>Point Value</u>	
1. Software Description and Functionality	35	
2. Support and Integration Approach	35	
3. Software Deployment and Project History		30

b. Price Proposal (35 Points)

Price evaluation is the process of examining a prospective price without evaluation of the separate cost elements and proposed profit of the potential provider. Price analysis is conducted through the comparison of price quotations submitted.

The criteria for price evaluation shall be based upon the following formula:

$$\text{(Low Price / Proposer's Price)} \times \text{Price Points} = \text{Proposer's Awarded Points}$$

31) POSTING OF INTENDED DECISION/AWARD

31.1 The Department's decision will be posted on the Florida Vendor Bid System, at www.myflorida.com, (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", on date and time in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any proposer who is adversely affected by the Department's recommended award or intended decision must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed. At the time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to the Department must also be submitted in an amount equal to one percent (1%) of the estimated contract amount based on the contract price submitted by the protestor.

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.

31.2 - Inability to Post:

If the Department is unable to post as defined above, the Department will notify all proposers by electronic notification on the Florida Vendor Bid System (see special condition 31.1, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

31.3 - 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

The contract will be awarded to the responsible and responsive Proposer whose Proposal is determined to be the most advantageous to the State. The Department will hold a public meeting of the Selection Committee to review the Technical Proposal scores, Price Proposal scores, and Total scores of the Proposers. The Selection Committee will adjust the Technical and Price Proposal scores as it deems appropriate. After review and adjustment, if any, the total of the Technical Proposal score and the Price Proposal score will be determined for each responsive Proposer. The Total Score for each Proposer will be the sum of the Technical Proposal Score and the Price Proposal Score. The Proposer with the highest Total Score will be the apparent winner. If the Department is confronted with identical scoring from multiple Proposers, the Department shall determine the order of award in accordance with Rule 60A-1.011, Florida Administrative Code. The final decision will be determined by the Selection Committee. A statement will be placed in the procurement file that explains the basis for Proposer selection. The Department reserves the right to reject any Proposal submitted with an un-reasonably high or unreasonably low Price Proposal Amount. The Award will become final in accordance with Florida Statutes.

The Department reserves the right to accept or reject any or all Technical Proposals and Price Proposals received. The Department is not obligated to execute a contract and may terminate this solicitation at any time.

Services will be authorized to begin when the Vendor receives the following document(s), as appropriate, indicating the encumbrance of funds and award of the contract:

- a) A Standard Written Agreement document executed by both parties, and a written Task Work Order, issued by the Project Manager.

33) RENEWAL

Upon mutual agreement, 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) ATTACHED FORMS

It is recommended that the following forms be submitted with the Technical Proposal in a separate section titled "Required Forms":

- Registration Form, Form No. 1
- Drug-Free Workplace Program Certification, Form No. 3
- MBE Utilization, Form No. 4
- Vendor Data Sheet, Form No. 5
- Scrutinized Companies Lists (proposals of \$1 million or more), Form No. 6

Provided forms for use within the Technical Proposal as required within Section 22:

Table of Requirements

Staffing Plan and Availability Chart

Work Experience

The following form shall be submitted with the Price Proposal:

Price Proposal Form, Form No. 2

35) ATTACHED TERMS AND CONDITIONS

Standard Written Agreement

Instructions to Respondents (PUR 1001)

Exhibit "A", Scope of Services, to include Form PUR 1000 General Conditions

Appendix II, Information Technology Resources (if applicable)

Exhibit "B", Method of Compensation

36) TERMS AND CONDITIONS

All responses are subject to the terms and conditions of this solicitation, which, in case of conflict, shall have the following order of precedence listed:

Special Conditions

Scope of Services, to include Form PUR 1000 General Conditions Method of Compensation

Price Proposal Form

Standard Written Agreement or Purchase Order Terms and Conditions (as applicable)

Appendix II, Information Technology Resources (if applicable)

Instructions to Respondents (PUR 1001)

Introduction Section

37) ATTACHED FORMS PUR 1000, GENERAL CONTRACT CONDITIONS AND PUR 1001, GENERAL INSTRUCTIONS TO RESPONDENTS

These are standard forms from the Department of Management Services that the Department is required to include in all formal solicitations.

STANDARD CONTRACT TERMS AND CONDITIONS

The following form PUR 1001 is a standard contract terms form that the Department includes in all procurements, except that paragraphs 3, 4, 5, 12, 13, 14, 19, 20, and 21 do not apply to this Request for Proposal. Deletion of these paragraphs shall not be deemed to be deletion of content contained elsewhere and the substance of these excepted paragraphs may be addressed in other locations in the procurement documents. That substance located elsewhere continues to apply regardless of this exception paragraph.

State of Florida PUR 1001 General Instructions to Respondents

Contents

1. Definitions.
2. General Instructions.
3. ~~Electronic Submission of Responses.~~
4. ~~Terms and Conditions.~~
5. ~~Questions.~~
6. Conflict of Interest.
7. Convicted Vendors.
8. Discriminatory Vendors.
9. Respondent's Representation and Authorization.
10. Manufacturer's Name and Approved Equivalents.
11. Performance Qualifications.
12. ~~Public Opening.~~
13. ~~Electronic Posting of Notice of Intended Award.~~
14. ~~Firm Response.~~
15. Clarifications/Revisions.
16. Minor Irregularities/Right to Reject.
17. Contract Formation.
18. Contract Overlap.
19. ~~Public Records.~~
20. ~~Protests.~~
21. ~~Limitation on Vendor Contact with Agency During Solicitation Period~~

1. Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

4. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

5. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. Convicted Vendors. A person or affiliate placed on the convicted Vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted Vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and

- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

8. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

9. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a Vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

~~**12. Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).~~

~~**13. Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fen.state.fl.us/owa_vbs/owa/vbs_main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.~~

~~**14. Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.~~

15. Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of replies from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

16. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

17. Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

18. Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

~~**19. Public Records.** Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.~~

~~**20. Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.~~

~~Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.~~

~~Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."~~

~~Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "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."~~

~~**21. Limitation on Vendor Contact with Agency During Solicitation Period.** 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.~~

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No. TBD
Financial Project I.D. _____
F.E.I.D. No.: _____
Appropriation Bill Number(s)/Line Item Number(s) for 1st year of
contract, pursuant to s. 216.313, F.S.: _____
(required for contracts in excess of \$5 million)
Procurement No.: RFP-DOT-17-18-5011-ICMM
DMS Catalog Class No.: 43232605, 81102200, 81102201

BY THIS AGREEMENT, made and entered into this day of _____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and _____, of _____ 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 Integrated Corridor Management Modeling Software, 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.

Reference herein to the Director shall mean the

Director of Transportation Operations

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 5 years from date of contract execution, 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 on date of contract execution and shall be completed by 5 years from date of contract execution 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. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. 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 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 procurement 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

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 \$_____ per person and \$_____ each occurrence, and property damage insurance of at least \$_____ 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.

- 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 5

386-943-5000

D5prcustodian@dot.state.fl.us

Florida Department of Transportation

District 5 - Office of General Counsel

719 South Woodland Boulevard

Deland, FL 32720

- 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.
- 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. For Contracts \$1,000,000 and greater, if the Department determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor 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 Contractor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) 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:

- 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.

- 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, to include form PUR1000
 - Exhibit "B" Method of Compensation
 - Appendix II, Information Technology Resources
- 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.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY: _____
Authorized Signature

(Print/Type)

Title: _____

BY: _____
Authorized Signature

Alan E. Hyman, P.E.

(Print/Type)

Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW

Procurement Office

EXHIBIT “A”

SCOPE OF SERVICES

TRAFFIC SIMULATION SOFTWARE LICENSING, INTEGRATION AND MAINTENANCE SERVICES FOR THE USE WITH INTEGRATED CORRIDOR MANAGEMENT

1. PROJECT DESCRIPTION

The Florida Department of Transportation (herein after DEPARTMENT or FDOT) District Five (herein after D5) has identified the need for traffic modeling software for the Central Florida Regional Integrated Corridor Management System (ICMS). The modeling software will serve as the core for both the Predictive Engine (PRE) as part of the Decision Support System (DSS) and the Planning Model. The VENDOR will provide commercial off-the-shelf (COTS) modeling software and licensing, including installation and integration with the ICM, dedicated support and maintenance and bi-annual training classes. The term of the CONTRACT will be five years.

The COTS modeling software will consist of, but not be limited to; mesoscopic modeling, microscopic modeling, real-time modeling and offline modeling to meet the operational requirements of the PRE and the DSS, as part of the ICMS. The COTS modeling software will also provide the platform for the development of the planning model to be associated with the system.

Additional information about the ICMS and DSS is covered in the DSS and ATMS Software Operational Concept Document as well as the Scope of Services for Central Florida Regional Integrated Corridor Management System. Key functionality of the ICMS and DSS as it pertains to the COTS modeling software have been included as part of this scope of service. The successfully select COTS Vendor shall provide a qualified and proven modeling software, as well as an experienced support and integration team.

2. BACKGROUND

The ICMS is initially centered on the Interstate 4 (I-4) Corridor. The I-4 Corridor is a major east-west corridor (which travels cardinal northeast/southwest in the region). The I-4 Corridor and influence area contains a primary freeway, a commuter-rail line, transit bus service, park-and-ride lots, major regional arterial streets, toll roads, bike trails, and significant intelligent transportation systems (ITS) infrastructure. Figure 1 shows the I-4 Corridor in yellow, with the influence area shown by the dark line around the metropolitan area. However, this ICMS project will develop a modular approach to ICMS that is initially focused on the Orlando region, but will be scalable to FDOT District 5 (D5) entirely.

The network area to be modeled will go in the north from interchange 111 of I-4 to interchange 55 of I-4. Between interchanges 111 and 104 only State route 17 and Dirksen Dr will be included to provide the alternate route for events and incidents that occur on the stretch of I-4 along Lake Monroe. The western and eastern limits bounding the network to be modeled are defined by SR-429 to the west and the 417 toll road to the east. Within this boundary the model will be

developed to represent most State roads and major north-south and east west arterials as well as all freeways, highways and toll roads. During the development of the model development plan identification of non-essential roads will be performed and a final network will be defined with the goal of being able to meet the diversion needs of the system while allowing for reasonable performance from the modeling tool.

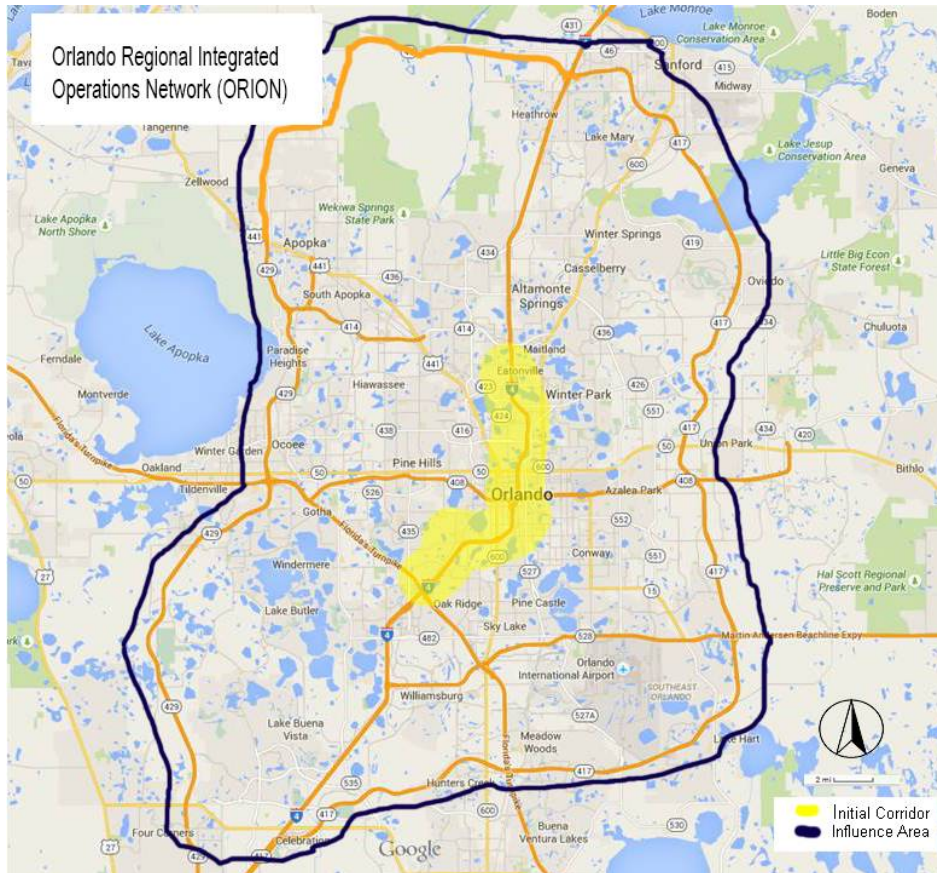


Figure 1: Orlando Regional Integrated Management System

The ICMS is in the initial phase of development and is expected to be operational for early 2019. Once deployed the ICMS will become the collective knowledge resource to select appropriate response plans either through an automated or human process and determine potential corridor benefits of proposed response plans. The ICMS is comprised of three main systems: 1) DFE, 2) IEN, and 3) DSS.

The DSS will be developed to provide a system to review and evaluate the current and predicted conditions of the Central Florida transportation network in order to help operators make smart decisions in managing both recurring and non-recurring congestion conditions. Components to the DSS will include an Expert Rules Engine (ERE), a Predictive Engine (PRE), and an Evaluation Engine (EVE) that will build and select response plans to be evaluated, model the predicted outcomes of the selected response plans, evaluate and score the plans, coordinate with operators and local agency maintainers through the IEN, and invoke the approved response plan actions through the SunGuide® software system (SunGuide). The VENDOR will be required to supply the COTS product that will be the core of the PRE. Once the system has deployed a

response plan to SunGuide, the DSS will continue to monitor event status for changes and until the congestion has been alleviated so response plans can be modified or deactivated. The core responsibilities of the DSS are as follows:

- a. Monitor, evaluate, and respond to reoccurring congestion along the arterial network.
- b. Evaluate and respond to non-recurring congestion on I-4 within the identified network.
- c. Evaluate and respond to non-recurring congestion on arterial roadways within the identified network.

The main functionality of the ICMS is to:

- Receive live and historical data from traffic and transportation-related systems and operations in the region;
- Provide the current status of devices and performance of roadway and transit network within the region of interest;
- Analyze infrastructure status data to determine the availability of infrastructure components and/or systems to use in corridor improvement strategies and response plans in the region;
- Analyze collected data to determine transportation performance, potential corridor improvement strategies, and responses to traffic events and congestion. Strategies and responses will include, but are not limited to:
 - Coordinated timing plan for central traffic signal software;
 - Metering state and rates for ramp meters;
 - Hard shoulder running;
 - Dynamic messaging for diverting traffic;
 - Disable pricing on managed lanes;
 - Responder dispatch and coordination; and
 - Transit rerouting and bus bridging.
- Evaluate the potential benefit of implementing corridor improvement strategies and associated response plans through simulation in real-time and offline;
- Evaluate the impact of enacted corridor improvement strategies and associated response plans in real-time and offline;
- Provide stakeholders with the capability to provide and receive transportation-related data; and
- Present stakeholders with transportation-related analysis, and corridor improvement and response plan recommendations in an interactive real-time manner.
- Some areas of the system were not specified in the requirements. These areas are opportunities to add value as innovated approaches and solutions to be included in the technical proposal and final scope. They include the following:
 - Determine offsets during period corridor optimization described in section 1.7.3,
 - Determine cycle length during period corridor optimization described in section 1.7.3,
 - Account for pedestrian and bus signal phases in the signal optimization algorithm described in section 1.7.3,
 - Integration with existing adaptive signal control systems, such as Insync or Synchro, in the signal optimization algorithm described in section 1.7.3,
 - Determine the master signal when an arterial incident is detected and the signal

- network is being dynamically determined described in section 1.7.3, and
- Determine how connected vehicles, infrastructure, and their data will be integrated into the DFE and TSM&O operations when there is sufficient market penetration and we can get data directly from vehicles and interact directly with most or all vehicles.

2.1 DSS Operations

The system context diagram in Figure 2 shows a high-level conceptual flow of the ICMS operations and process in meeting the core responsibilities of the DSS. The following are the detailed steps shown in the figure:

- 1) External data sources and event data sources are collected, if needed, then formatted and stored in the DFE.
- 2) The ERE polls the DFE continuously for the latest status and event information. The ERE analyzes the latest data to perform the following four subtasks:
 - a) Check for any new or updated event data for SunGuide freeway related events;
 - b) Check for any new or updated event data for arterial related events (Local Events);
 - c) Analyze signals to check for level of service (LOS) triggers including the following:
 - d) Deviation in queue length from expected value
 - e) Deviation in turning movement counts from expected values
 - f) Perform periodic, offline optimization of traffic signals based on a demand clustering and clumping algorithm.
- 3) Depending on the results of the previous step, the ERE can perform one or a combination of following functions:
 - a) For freeway or arterial related events, the ERE will evaluate the severity and, based on the rules, determine the need for a response plan evaluation and if needed will select the most appropriate or applicable response plans from the Response Plan Repository within the DFE for evaluation and send the request for the mesoscopic predictive simulation analysis; this function will repeat throughout the life of the event until the event has cleared and the mesoscopic predictive simulation analysis confirms that any event response plans related to that incident can be reverted back to normal operations.
 - b) For signal LOS, queue length, or travel time deviation alarms, or for periodic offline optimization, the ERE identifies the adjacent signals to be analyzed as a group and sends this selected group to the PRE for optimization using the deterministic model and evaluation within the predictive traffic simulation model.
- 4) The deterministic model, when requested, builds a current corridor network for the requested intersections and optimizes the timing plans and offsets using the deterministic model to reduce the delays and improve the LOS. New timing plans may be sent to the mesoscopic simulation to be evaluated.
- 5) The mesoscopic traffic simulation model gets the request from the ERE and/or the deterministic model and builds each of the requested models, including the Do Nothing. The models are built using the status data from the DFE and the current date and time information. Simulations are run in parallel and the data is sent to the EVE and the DFE.
- 6) The EVE calculates the score for each Response Plan or the benefit for any suggested signal timing optimization changes by calculating the measures of effectiveness (MOE) and evaluating the recommended benefits of the response scenarios versus the Do Nothing

scenario.

- 7) If the benefit or score of the best plan is sufficiently high enough, the EVE will send the recommendations through the IEN to the ICM operator/manager.
- 8) The manager reviews the plan and makes the final decision on its applicability to the current conditions. Upon approving the plan, the ICM operator/manager sends the requested controls through the IEN to the various implicated agencies.
- 9) Individual agencies approve or deny the requests and confirm that all actions were successful, providing necessary changes to reflect non-performed actions (assuming the initial request was approved).
- 10) After implementation or if no plan or change is recommended, the ERE will monitor the current conditions and, depending on said conditions, will determine if the event should be re-evaluated or terminated. Upon termination, response plan actions are cancelled and devices are returned to typical time of day operations. If re-evaluation is warranted ERE starts at step 2 again and goes through the steps to prepare the models for evaluations.

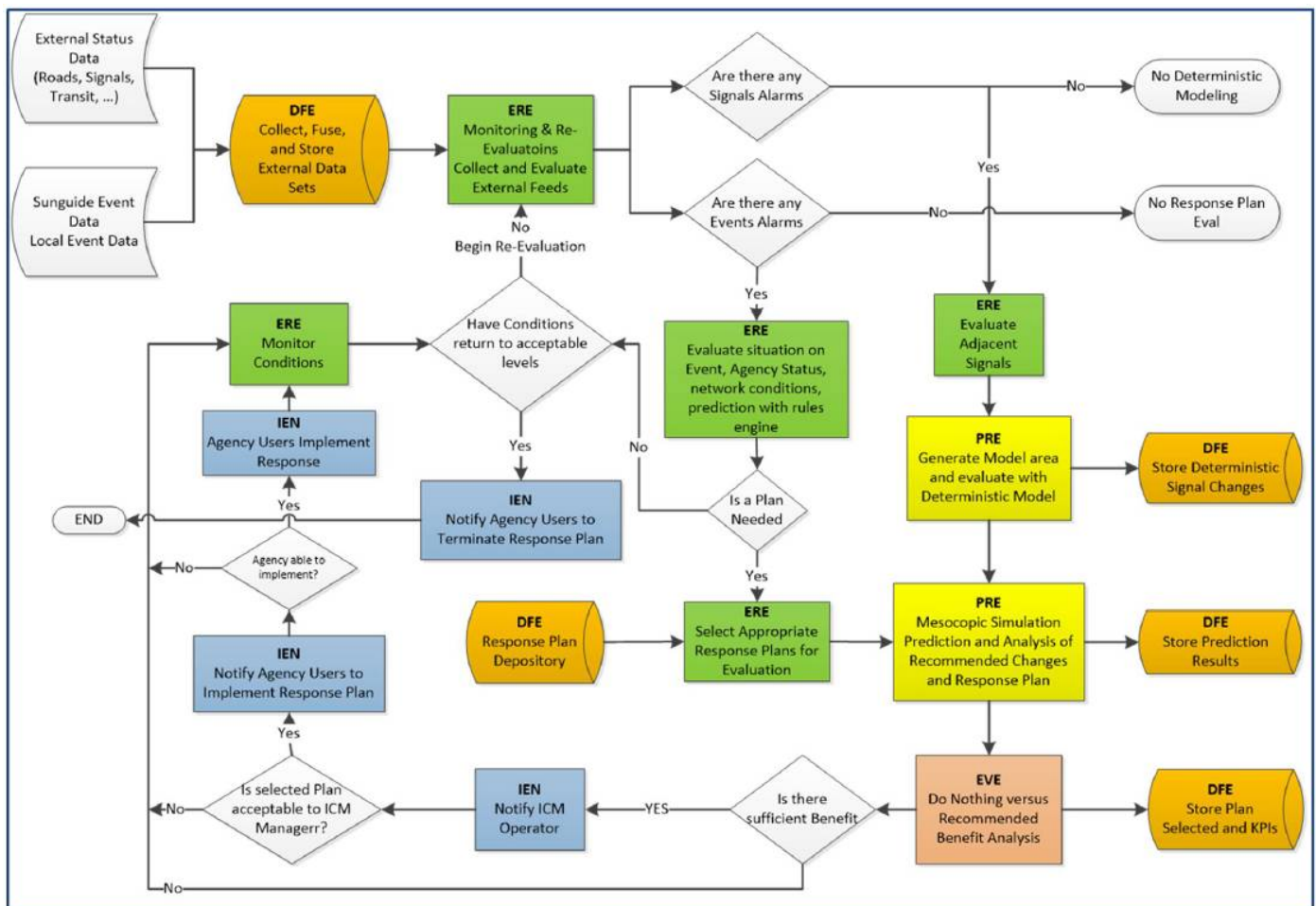


Figure 2: ICMS Response Plan Process Flow

2.2 Planning Model

The ICM and DSS project will require a large-scale mesoscopic simulation model. The planning level model will not be a direct input to the DSS, but is a critical tool in developing many of the components of the DSS. The model will be used to provide initial demand and network data for the real-time PRE models as well as being used to help build and test any response plans or functionality of the system prior to its implementation. It provides access to planners and engineers to fine tune strategies and understand potential impacts on a larger scale than the real-time predictive corridor. The offline model will leverage the current regional model from the area as well as the system data and inventories that will be available from the area.

The DEPARTMENT will be building and calibrating the planning model as part of a separate professional services contract that will cover the associated tasks. As part of this contract the VENDOR is responsible for providing the COTS software that meets the needs of the planning model and supporting the DEPARTMENT in its development of the model.

The planning model will replicate the operational conditions of the real world; it is important that the model be able to replicate any special functionality with the mesoscopic framework. Some of these functionalities could include, but are not limited to:

- Traffic signal timing functionality
- Ramp metering algorithms
- Transit operations
- Dynamic routing

It is anticipated that some elements of the planning model would require the development of APIs. Any API development would be the responsibility of the VENDOR as part of the maintenance and support of the software.

As part of the Contract, the VENDOR will be required to provide details as requested by the DEPARTMENT in the development of a model development plan that is expected to outline the details for the development of the offline model. The plan should detail how the model is being developed following the United States Department of Transportation's (USDOT) guidelines and should cover the following sections:

- Network Development
- Travel Demand Development
- Value of Time
- Network Calibration Criteria
- Model Validation Criteria
- Model Enhancements and APIs
- Gap Analysis

Being an operational planning model with an origin destination-based demand matrix for multiple vehicle classes, the modeling software should be able to complete the following tasks:

- Provide initial input files for the PRE. The PRE is designated for a sub-area of the planning model and will be able to leverage the roadway network, the traffic assignments, and vehicular demands by class;
- Analyze the impacts of planned and unplanned events throughout the network; Estimate

- diversion compliance based on modeled capacities and travel times;
- Test the effectiveness of potential response plans and demand strategies to be implemented as part of the system's DSS; and
- Review and deconstruct implemented strategies post deployment.

As maintenance of the system will be an important aspect to a successful deployment, the planning modeling component should employ smart tools to help minimize the overall workload during the maintenance process. User-friendly tools, that should either be part of the modeling software or would need to be developed by the VENDOR, will provide the following:

- Help operators less familiar with modeling to use the planning model;
- Generate new response plans;
- Import updates to the inventory and roadway geometry files into the existing model to maintain an up-to-date planning and predictive tool; and
- Export files for use within the predictive tool.

2.3 Prediction Engine Component

The Prediction Engine will exchange data with the DFE, and interface with the DSS. The PRE contains the planning model and provides the function to other components for running a mesoscopic simulation of a reduced network in real-time to calculate the predicted conditions of the network for changes to signal timing plans or other response strategies that could be used in a response plan or optimization plan. The PRE component is envisioned to provide predictions of the network performance, 30 minutes into the future.

These network performance measures will project how effective the ICMS response plan is expected to be and how well they enhance regional operations.

The PRE component will have three main functions that will need to be met by the COTS software. A maintenance function that is internal but necessary for the PRE to maintain its calibration and readiness to provide the evaluation function to the ICMS operations, as well as an offline signal simulation.

2.3.1 Predictive Engine Maintenance Function

The maintenance function provides 30-minute horizon predictions every five minutes as well as provides a near real-time evaluation system to be used to evaluate potential event response plans and other strategies on-demand. The PRE component runs 24-hours a day / 7-days a week and is available for evaluations at any time.

The core network for the PRE component will be the planning model and represents the main corridors and parallel arterials of the Central Florida Transportation Network. As the planning model will be configured for typical day operations, the PRE component will need further refinement on the demands and operational parameters to be able to accurately represent any day of the year. The PRE component and COTS software should be able to represent the following for any given day:

- Updated travel flows and demands;
- Accurate speeds and congestion;
- Correct implementation of ITS devices and systems;

- Any changes to travel patterns due to the change in demand; and
- Accurately predict queue propagation and dispersal.

The PRE component will also include a deterministic model as part of the ICMS that will work with the simulation model to evaluate and optimize the signalized intersection corridors within the network.

The PRE component will be integrated as part of the DSS subsystem and include access to several data connections that will allow the PRE to collect the status of all devices in real-time, including, but not limited to:

- Current traffic signal timing plans and operational model
- Ramp meter status and rate, if applicable.
- Detector status including flows and speeds.
- Dynamic message signs message status
- Transit automatic vehicle location and status data.
- Event and incident status messages, including start time, blockage pattern, and severity.
- Weather status data.
- Other deployed ITS devices.

This maintenance function of the PRE component is to provide a rolling 30-minute horizon view of the traffic conditions on the roadway network, including a 10, 20, and 30-minute forecast. These predictions should be run in under 5 minutes using a mesoscopic simulation with enough fidelity allowing the system to calculate the benefits of changes to signals, ramps, and incorporation of strategies like transit signal priority. The rolling horizon will provide the demands and loaded network that will be the starting point for the evaluation models.

2.3.2 Predictive Engine Evaluation Function

The second function of the PRE component (that will be achieved through the application of the COTS software), where upon request from the ERE, will be to run multiple simulations in parallel. These simulations will be triggered in response to an event in the system and would be used to run the Do Nothing scenario and the various response plan scenarios to provide the MOEs to evaluate the scenario that provides the highest benefit and best key performance indicator (KPI). Evaluations will be performed as part of the EVE. Both the rolling and evaluation predictions will need to produce all levels of MOEs; these need to include at a minimum the following categories and details:

- Node MOEs:
 - Turning movement counts by vehicle type
 - Approach and turn delays
 - Highway capacity manual definition of LOS
- Link MOEs:
 - Flow by vehicle type and total flow
 - Average speed
 - Average Delay
 - Max Delay
 - Travel Time

- Volume/Capacity
- Average queue length and 95 percent queue length
- Number of stops
- Average density
- Sub path MOEs:
 - Total route volume
 - Total route delay
 - Average delay
 - Average speed
 - Average travel time
- Transit MOEs:
 - Route travel time
 - Average delay
 - Average speed
- Emission MOEs
- Network Summary MOEs:
 - Vehicle miles traveled
 - Vehicle hours of delay
 - Total volume entering
 - Total volume exiting
 - Average delay

Upon completion of the simulations, the PRE component shall post the MOEs to the IEN and provide notification to the DSS that the simulations have completed, so that the ERE and EVE can collect the MOEs from the IEN for evaluations.

2.3.3 Predictive Engine Offline Signal Simulations

The third role of the PRE component will be to simulate and provide the MOEs for the optimized signal timing plans and coordination that will be developed by the Signal Optimization Tool (SOT) that will be part of the ICMS. The SOT will use the simulated MOEs to evaluate the recommended timings. The simulations would be run using the planning model and can be run either for the full network in mesoscopic or with a dynamically built microscopic model that would provide a higher level of signal details. This analysis would execute simulations for the new signal plans and the Do Nothing scenario in order to order for the SOT to generate Key Performance Indexes (KPIs)

2.4 ICMS Project Schedule

The table below shows the projected schedule of the ICMS project. The Vendor will be responsible for meeting any relevant schedule dates that require the involvement of the COTS modeling software. In Particular any system testing related tasks.

Task Name	Start	Finish
Notice To Proceed (NTP)	Thu 3/1/18	Thu 3/1/18
Kick-off Meeting	Thu 3/8/18	Thu 3/8/18
- Project Management	Thu 3/1/18	Thu 1/26/23
- System Engineering Management Plan	Thu 3/1/18	Mon 4/16/18
- Manage Project	Thu 3/1/18	Thu 1/26/23
- Design	Thu 3/1/18	Wed 9/12/18
- Requirements Analysis	Thu 3/1/18	Tue 5/22/18
<i>ICMS-REQ-1.0</i>	Tue 5/22/18	Tue 5/22/18
- Preliminary Design	Wed 5/2/18	Tue 6/5/18
- Detailed Design	Fri 6/1/18	Wed 9/12/18
<i>ICMS-CD-1.0</i>	Thu 8/30/18	Thu 8/30/18
- Software Coding Guidelines	Thu 3/29/18	Fri 5/11/18
<i>ICMS-SCG-1.0</i>	Fri 5/11/18	Fri 5/11/18
- System Build	Fri 8/24/18	Thu 1/9/20
- Thread 1 - Traffic	Fri 8/24/18	Thu 1/31/19
- Thread 2 - Event	Fri 1/4/19	Thu 7/4/19
- Thread 3 - Planned Events	Fri 5/31/19	Thu 12/12/19
System Build Complete	Thu 12/12/19	Thu 12/12/19
- System Test Plan	Fri 8/2/19	Thu 9/5/19
- Test Procedures	Fri 9/6/19	Thu 10/31/19
Test Readiness Review	Fri 12/13/19	Thu 12/19/19
System Final Test	Fri 12/20/19	Thu 12/26/19
Corrective Action Plan	Fri 12/27/19	Thu 1/9/20
Test Report Document	Thu 1/9/20	Thu 1/9/20
- Deployment	Fri 6/1/18	Tue 1/28/20
- Develop Hardware Failure Resolution Plan	Fri 6/1/18	Tue 7/3/18
<i>Hardware Failure Resolution Plan Acceptance</i>	Tue 7/3/18	Tue 7/3/18
- Hardware / COTS Software Deployment Activities	Fri 6/1/18	Wed 8/1/18
- Develop ICMS Deployment Plan	Fri 12/13/19	Tue 1/14/20
ICMS Software Configuration	Wed 1/15/20	Tue 1/21/20
Installation Verification	Wed 1/22/20	Tue 1/28/20
+ System Training	Wed 7/24/19	Tue 1/28/20
+ Operations, Maintenance and Support (Years 3-4)	Mon 1/6/20	Wed 3/2/22

ICMS Projected Project Schedule

3. ASSUMPTIONS AND DEPENDENCIES

Since the practice and concepts of PRE are relatively new, several systems, technology, and institutional assumptions were made in the development of the requirements for the COTS software. These assumptions may be improved upon through the development of the ICMS Project as well as this CONTRACT.

- All model related tasks can be performed by the DEPARTMENT
- All development and integration would be done with supporting documentation
- The real-time services of the COTS software will provide reporting and dashboards to allow the DEPARTMENT to monitor the quality of the predictions.

4. TECHNICAL REQUIREMENTS

Functional requirements that the system must meet are included in the attached *Minimum Technical Requirements Specification*. It will be the responsibility of the VENDOR to understand all requirements in the requirements specification and inferred in the descriptions within this Scope of Services document. The VENDOR shall be responsible for detailing as part of this RFP how the COTS modeling software meets each requirement. Exhibit C of this document lists each requirement.

DEPARTMENT will have responsibility for procuring all hardware identified by the VENDOR as needed for deployment and operation and maintenance of the COTS software. The VENDOR shall recommend minimum hardware and software requirements to support the PROJECT.

5. SUMMARY OF SERVICES

This section describes the roles and responsibilities of the Vendor in supplying the COTS modeling software. This section is meant to be an overview and is not meant to be all-inclusive. The DEPARTMENT may, at its discretion, add, delete, or revise the responsibilities of the VENDOR. The VENDOR will provide detail administrative manuals documentation to support all functions associated with this procurement.

Contract award is subject to the availability of funds and VENDOR agreement to DEPARTMENT terms and conditions. The VENDOR products for the project shall be provided upon written NTP by the DEPARTMENT. This NTP will be issued any time subsequent to the award of the Contract at the DEPARTMENT's discretion.

5.1. Coordination with the Department

- 5.1.1.** All aspects of the VENDOR/AGREEMENT and/or of each authorization or task will be coordinated through the DEPARTMENT'S Contract Manager (or his/her designee). All authorizations and approvals shall be in writing and executed by the DEPARTMENT prior to the commencement of work.

The Contract Manager for this software based contract is X X.

Located at: Florida Department of Transportation
ITS Section
719 S. Woodland Boulevard
DeLand, Florida 32720

5.1.2. In the DEPARTMENT's Contract Manager's temporary absence from the office, the DEPARTMENT shall authorize another individual to perform the Contract Manager's duties.

5.1.3. The DEPARTMENT may replace the DEPARTMENT's Contract Manager (or his/her designee) at any time during the term of this VENDOR AGREEMENT.

5.2. Vendor Responsibilities

5.2.1. The VENDOR will provide the COTS modeling software including all license required for the duration of the CONTRACT.

5.2.2. The VENDOR will provide reference and criminal background checks to the DEPARTMENT and/or the DEPARTMENT'S Contract MANAGER (or his/her designee) on all VENDOR personnel proposed to be used on/during this VENDOR AGREEMENT.

5.2.3. The VENDOR will be responsible for the support and reliability of the software in meeting the set performance requirements as defined in Exhibit C.

5.2.4. The VENDOR will provide all software related documents as it relates to the installation, configuration, administration of the software.

5.2.5. The VENDOR will provide all Interface Control Documents (ICD), including an initial ICD as part of the response to this RFP, relevant to integrating the COTS modeling software and DEPARTMENT developed models with the IMCS DSS, SOT and DFE.

5.2.6. The VENDOR shall coordinate with the DEPARTMENT's ICMS Software Vendor in development of the API for the data exchange between the DFE, DSS and the PRE (real-time model).

5.2.7. The VENDOR shall work as part of the support tasks with the ICMS Vendor to develop and verify the data interface that pushes the model based MOEs to the DFE in an xml format. These data files will include but not be limited to the following:

- Link status;
- Node status;
- Subpath status;
- Network status;
- System status (current simulation runs, simulation queue, simulation completion status);

5.2.8. The VENDOR shall be responsible for all system testing as it pertains to the DSS and PRE with reference to section 3.5.4.5 of the ICMS Invitation To Negotiate (ITN) and in meeting the minimum technical requirements as listed in Exhibit C.

The system testing tasks include:

- **Software Unit Testing** – The software unit testing process may be initiated for a specific software unit when its software interfaces have been defined, and its detailed design has been peer reviewed, and the unit has been coded. The process is invoked for a given unit when there is sufficient information about the software unit and its relationship to other software units to initiate writing of the software unit test cases. In this process, the focus is on a particular testable unit, although previously tested units may be used. The unit testing process activities include:

- 1) Reaffirm unit test environment
- 2) Establish unit test strategy
- 3) Develop test cases and procedure
- 4) Develop simulation software, drivers, and stubs
- 5) Conduct software unit testing

The unit testing will be documented and conducted without a formal event, but the unit testing procedures, scripts, simulators, and results will be provided to the DEPARTMENT so that the unit tests can be repeated by the DEPARTMENT.

- **Software Integration Testing** – The software integration testing process is invoked for a given group of software configuration items upon completion of the software unit testing process for all software units of that group. The software integration testing process activities include:

- 1) Re-affirming integration test environment
- 2) Establishing integration test strategy
- 3) Developing simulation software, drivers, and stubs
- 4) Developing software integration procedures
- 5) Conducting peer review of the test procedures
- 6) Coordinating effort with other teams
- 7) Conducting the software integration testing

5.2.9. The VENDOR shall work with the ICMS VENDOR to develop the appropriate sections of the System Test Plan.

5.2.10. The VENDOR shall support and review the ICMS VENDOR's development

of a Test Procedures document.

- 5.2.11.** The VENDOR shall be part of, in-person, any Test Readiness Review Meetings that relate to the testing of the PRE or the Data Interfaces with the Online Simulation Engine and the Planning Model.
- 5.2.12.** The VENDOR shall execute the tests in accordance with the test plan developed with the ICMS VENDOR.
- 5.2.13.** The VENDOR shall attend any hot wash-up meetings in person at the conclusion of the test executions that relate to the VENDOR supply systems. Unverified requirements will be discussed to facilitate the development of the Corrective Action Plan.
- 5.2.14.** The VENDOR shall address all unverified requirements with a Corrective Action Plan. This plan will become part of the Test Report. The Corrective Action Plan will include a list of each unverified requirement, and each item in the list will contain the following information:
- a. Requirement identification number, requirement text, and other attributes of the requirement
 - b. Test Procedure identification number
 - c. Symptoms or observations of the behavior or evidence that the requirement was not verified
 - d. Proposed resolution of one of the following options:
 - i. Correction – The VENDOR describes a solution to resolve the unmet requirement and retest the system at no additional cost to the DEPARTMENT. The VENDOR shall record the planned corrections in the issue tracking tool described in the Operations, Maintenance, and Support task.
 - ii. Deviation – The VENDOR may request a deviation from a stated requirement if the system can be shown to provide an equivalent functionality. The DEPARTMENT has the discretion to accept or reject a deviation request. The VENDOR shall revise the requirement(s) and documentation to reflect the accepted deviation.
 - iii. Waiver – The VENDOR may request a waiver for a requirement that is not verified. The DEPARTMENT may grant the waiver to accept the system as-is with regards to the unverified requirement if the requirement was unable to be tested or whose results are unable to be interpreted. If the requirement was unverified due to an error in the design or implementation, the DEPARTMENT may grant the requested waiver with the proviso that the problem will be fixed in accordance with the VENDOR-furnished, DEPARTMENT-approved correction within the approved schedule. If a fix for the problem proves impractical for the VENDOR, the DEPARTMENT may grant the waiver to accept

the system as-is if the VENDOR provides commensurate consideration for the lack of specified functionality and there is an acceptable work-around procedure for the DEPARTMENT and an acceptable payment adjustment. The DEPARTMENT may also reject the waiver request and require that the VENDOR meet its obligations under the contract scope and system requirements.

- iv. Temporary Waiver – The VENDOR may request a temporary waiver for a requirement that is not verified. The DEPARTMENT may grant the waiver to accept the system as-is at that time if the unmet requirement is included in the work plan and project schedule to be implemented and go through system testing and acceptance at a later time, and if the cost schedule is adjusted to move commiserate payment of the work involved in the unmet requirement to when the system having the requirement implemented has gone through system testing and acceptance.

5.2.15. The VENDOR shall provide all relevant documentation to the ICMS VENDOR in accordance with the results of the Systems Testing, in meeting section 3.5.49 of the ICMS ITN. The VENDOR will provide at least 2 training courses on DOT premises on the use of the planning aspects of the software. After the test report is finalized and accepted, and after all unverified requirements are resolved, the subsystem or system under test shall be accepted by the DEPARTMENT formalizing the completion of a major milestone of the PROJECT.

5.2.16. The VENDOR will provide administrator training for the PRE on DOT premises after the integration with the ICMS is complete.

5.2.17. The VENDOR will maintain the COTS modeling software to insure that the software version used by the ICMS is kept up to date with the latest commercial offering of the VENDOR.

5.2.18. The VENDOR will provide support to the DEPARTMENT in converting models to the latest versions in the form of training.

5.2.19. The VENDOR will provide COTS modeling software that will be able to run up to 50 concurrent real-time models.

5.2.20. The VENDOR will provide at least 2 offline planning licenses for the COTS software that can be used by the DEPARTMENT in the development and review of planning models and will not be limited to the ICMS project.

5.2.21. The VENDOR will provide integration support to the DEPARTMENT in setting up the PRE and integrating it as part of the ICMS.

5.2.22. The VENDOR will provide all APIs as required to replicate the external

systems and meet the needs of the PROJECT.

5.2.23. The VENDOR shall respond to any “operational” issues as they relate to the real-time PRE modeling components.

5.2.24. The VENDOR will provide the DEPARTMENT and/or the DEPARTMENT’s Contract Manager (or his/her designee) with a current Certificate of Workman’s Compensation Insurance during the period of the VENDOR / AGREEMENT and any subsequent renewals. A certificate from an eligible underwriter indicating proof of coverage will be submitted upon request from the DEPARTMENT at any time.

5.2.25. The VENDOR is responsible for any injury to person(s) or damage to property (ies) that may occur in performing any of the services being performed/provided by the VENDOR under this VENDOR/AGREEMENT as a result of negligence or intentional acts of misuse on the part of its personnel.

5.2.26. The VENDOR will provide the DEPARTMENT with a Support Manager for the life of the contract. Any changes to the VENDOR’s Support Manager or any of the other indicated personnel in charge of the work shall be subject to review and approval by the DEPARTMENT in writing before performing any billable services.

5.2.27. The VENDOR shall provide support throughout the life cycle of the projects. Support tasks will include but not be limited to the following:

- Answering DEPARTMENT and ICMS modeling consultants support requests as they pertain to the ICMS model.
- Fix bugs in a dedicated and timely manner, and providing an estimated time to fix with explanation for any fix that will require greater than 1 business day.

6. Responsibilities

6.1. Responsibilities of the DEPARTMENT

The DEPARTMENT will furnish, without cost to the VENDOR, the following services and data relevant to the VENDOR’S scope of services.

6.1.1. Provide all required hardware as specified by the VENDOR to meet the performance requirements of the PRE and the planning model.

6.1.2. Provide required software external to the VENDOR software to successfully install and integrate the COTS modeling software, said software shall not be software sold by the VENDOR.

- 6.1.3. Provide all and full information as to the DEPARTMENT's requirements for VENDOR's services including objectives, constraints, budgetary limitations and time restraints.
- 6.1.4. Furnish all DEPARTMENT policies, procedures, standards, forms as well as applicable software, and documentation.
- 6.1.5. Facilitation of meetings with applicable agency staff.
- 6.1.6. The VENDOR will be allowed to utilize the DEPARTMENT's computer services for programs needed by the VENDOR and approved by the DEPARTMENT in accordance with the VENDOR's agreement for the period of this contract.
- 6.1.7. Facilitation of meetings with applicable agency staff.

7. Performance Deficiencies

Timeliness of Implementation

In the event the VENDOR fails to provide the XML feed for the Model MOES required for ICMS testing within 30 days of the ICMS schedule as determined by the DEPARTMENT. The DEPARTMENT maintains the right to reduce payment to the VENDOR in the amount of 25% of the agreed upon monthly support fee. Additionally, the DEPARTMENT maintains the right to reduce payment to the VENDOR for each addition 30 days missed in the amount of 50% of the agreed upon monthly support fee. The Vendor will not be assessed this latent deficiency if the cause of the delay or failure is outside of the direct control of the Vendor.

Furthermore the VENDOR shall be subject to the following SLAs as dictated by the ICMS project.

7.1. Service Level Agreements with Non-performance Liquidated Damages

The VENDOR shall use all reasonable commercial efforts, being no less than accepted industrial standards in this regard, to ensure that the ICMS is available 99.9% of the time in any calendar month. If it is not, the DEPARTMENT will be eligible to receive the Service Credits described.

Definitions. The following definitions shall apply to the Uptime Service Level Agreement (SLA).

- "Downtime" means, for a server, if there is more than a five percent user error rate. User error is calculated using server monitoring software, based on results from ping tests, web server tests, TCP port tests, and website tests. Downtime is measured based on server side error rate.
- "Emergency Downtime" means those times where the VENDOR becomes aware of a vulnerability that, based on a risk assessment of the vulnerability, the VENDOR deems to require immediate remediation and, as a result, the ICMS is made temporarily unavailable in order for the VENDOR to address the vulnerability. Emergency Downtime is not considered Downtime for purposes of this ICMS Uptime SLA, and will not be counted towards any Downtime Periods.
- "Monthly Uptime Percentage" means the total number of minutes in the calendar month minus the number of minutes of Downtime suffered from all Downtime Periods in the calendar month, divided by the total number of minutes in the calendar month.
- "Scheduled Downtime" means those times where the VENDOR notifies the DEPARTMENT of periods of Downtime five days prior to the commencement of such Downtime. There will be no more than 12 hours of Scheduled Downtime per calendar

year. Scheduled Downtime is not considered Downtime for purposes of this Uptime SLA, and will not be counted towards any Downtime Periods.

- "Services" means the services provided to the DEPARTMENT by the ICMS Service including source control, project management, ticketing collaboration, and other services in accordance with the Contract or, alternatively, on terms as expressly agreed between the DEPARTMENT and VENDOR.

- "Service Credit" may be provided according to the following schedule:

- Payment Adjustments

- Maximum Service Credit. The aggregate maximum number of Service Credits you can claim for any and all Downtime Periods that occur in a single calendar month shall not exceed 30 days of services added to the end of your billing cycle. Service Credits may not be exchanged for, or converted to, monetary compensation.

- Uptime SLA Exclusions. The Uptime SLA does not apply to any performance issues: (i) caused by factors outside of the VENDOR's reasonable control; (ii) that resulted from any actions or inactions of the DEPARTMENT or any third parties; or (iii) that resulted from the DEPARTMENT's equipment and/or third-party equipment (not within the primary control of the VENDOR).

Response and Repair Time Service Level Agreement Parameters and Liquidated Damages

Definition	KPI	System Acceptance Test Measurement Requirement	Operations Measurement Period/Sample	Liquidated Damages*
<p>Priority 1 issue is defined as any failure that will result in: loss of ability to create response plans; inability to accurately create response plans; inability to send response plans to requested agencies; inability to collect data that would result in missing data in the archived data.</p> <p>Maintenance response time shall be measured from the time when the VENDOR receives notification of the maintenance event or failure, and ending when the VENDOR staff acknowledge the notification of the problem or acknowledge the associated alarm or alert in the network monitoring system (NMS) application.</p>	<p>Maximum response time of 15 minutes during normal operating hours of 6 AM – 7PM on weekdays.</p> <p>Maximum response time of 1 hour outside of normal operating hours.</p>	<p>NMS application will be utilized to report all events for this category during the test time period.</p>	<p>All events submitted monthly. Liquidate damage (LD) applies to individual events.</p>	<p>For every hour over the KPI, the VENDOR shall be subject to liquidated damages of 1%, with a maximum of 6% per day of the monthly support payment.</p>
<p>Repair time shall be measured from the time when the VENDOR receives notification of the maintenance event or failure and ending when the failure condition is corrected and the system is returned to normal operation.</p>	<p>Maximum repair time of 1 hour during normal operating hours of 6 AM – 7PM on weekdays.</p> <p>Maximum repair time of 4 hours outside of normal operating hours.</p>	<p>NMS application will be utilized to report all events for this category during the test time period.</p>	<p>All events submitted Monthly. LD applies to individual events.</p>	<p>For every hour over the KPI, the VENDOR shall be subject to liquidated damages of 1%, with a maximum of 6% per day of the monthly support payment.</p>
<p>Measurement Method:</p> <ol style="list-style-type: none"> 1. System acceptance testing can be used to verify successful resolution 2. System report to be provided by the VENDOR to indicate performance <p>Notes:</p> <ol style="list-style-type: none"> 1. Provide a report and detail log of all Priority 1 events including: <ol style="list-style-type: none"> a. Loss of response plan generations is related to the loss of any system and/or hardware b. Exclusions include DEPARTMENT-directed postponements c. Report indicates Maintenance event, failure detection, notification time, and repair times for each event, and make clear those events that exceed the SLA d. Repair time is measured for each event e. Time duration between the event notification and repair for each ticket. f. Events will be tracked on an individual basis, and summarized by the VENDOR for monthly reporting 2. The report will indicate all repair times and those that exceed the SLA increments, examples below: <ol style="list-style-type: none"> a. Event notification and response occurs during normal business hours and at greater than 3 hrs. and 15 mins. to less than or equal to 4 hrs. and 15 mins. later repair complete and returned to normal operations; SLA LD will be 3% b. Event notification and response occurs during outside of business hours and at greater than 5 hrs. to less than or equal to 6 hrs. later repair complete and returned to normal operations; SLA LD will be 4% 				

Service Level Key Performance Indicators and Liquidated Damages

Service Level KPIs	Definition	KPI	Liquidated Damages*
Availability of PRE System to the ICMS	An application will be considered unavailable if it is not functioning to a reasonable level of usability and ability to accomplish the ICMS operations described in section 1.6.	Maximum of 7 hours of downtime each month after deployment	For every hour over the KPI, the VENDOR shall be subject to liquidated damages of 1%, with a maximum of 6% per day of the monthly support payment.
	<p>Measurement method: (Host Hardware and Applications) Host Availability (specific to each Host Hardware and Application) % = 1 – (total Host Hardware/Application downtime / (Expected time of operations – exclusions))</p> <ol style="list-style-type: none"> 1 . SAT and Operations methods to be the same 2 . System report to be provided by the VENDOR to indicate performance <p>Notes:</p> <ol style="list-style-type: none"> 1 . Exclusions include all time when the system is not operating during preventative maintenance activities pre-approved by the DEPARTMENT, or due to damage beyond the VENDOR's control 2 . Only relevant to the PRE. 3 . Exclusion of times when other ICMS systems are down or non-responsive. 4 . This addresses software applications that fail and are not available 5 . Interfaces are included based in VENDOR interface availability only 6 . SLA applies to each application independently, and excludes hardware availability 7 . Need to identify the processes and hardware that impact the Host Hardware and Application and make sure failure of each will create an alarm message via automated Solar Winds monitoring with supporting system-generated availability reports being provided to the VENDOR 8 . Identify if there are failures that cannot be identified through software failures alone 9 . Identify the problems (such as external interfaces) where the VENDOR is not responsible; such alarms should be identified with explanation 10 . SLA damages example: for a month (24hr x 30 days' x (100%-99%) = 7.2 hours of allowable down time, so for downtime in excess of SLA, LD are being calculated as: <ol style="list-style-type: none"> a . From 8.2 hr. to 9.2 hr. is 1% of monthly maintenance/warranty fee; and b . From 9.2 hr. to 10.2 hr. is 2% of monthly maintenance fee. 		



**Minimum Technical Requirements for the
*Integrated Corridor Management Modeling
Software***



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1 Overview

The Minimum Technical Requirements establishes the functional, performance, design, development, and verification requirements for the Integrated Corridor Management System Modeling Software to be used in correlation with the Integrated Management System(ICMS) project. This document contains requirements gathered from the contractual elements typically consisting of the contract document, scope of work, concept of operations document, request for proposals, etc. The Minimum Technical Requirements defines the set of requirements to be verified as part of the acceptance of the intelligent transportation systems (ITS) project.

1.1 Identification

This section contains a full identification of the system to which this document applies, including identification number(s), title(s), abbreviation(s), version number(s), and release number(s), as applicable

2 Reference Documents

The following documents, of the exact issue shown, form a part of this document to the extent specified herein. In the event of a conflict between the documents referenced herein and the contents of this document, this document shall be considered the superseding requirement.

Table 1: Reference Documents

Title and Date	Publisher Name, Address, and Document Location
Central Florida Regional Integrated Corridor Management System Exhibit "A," Scope of Services – 2-9-2017	State of Florida Department of Transportation District 5 Procurement Office 719 S Woodland Blvd Deland, Florida 32720-5834
Integrated Corridor Management Modeling Software Exhibit "A" Scope of Services	State of Florida Department of Transportation District 5 Procurement Office 719 S Woodland Blvd Deland, Florida 32720-5834

3 Requirements

This section covers the functional, performance, interface, data, and hardware requirements.

Requirement Types

- F = Functional
- I = Interface (interface between ICMS and external systems)

- D = Data (internal storage, send and receive of data within the ICMS)
- C = Constraint
- P = Performance
- H = Hardware

Verification Method

- **Analysis** = Analysis (*Analysis is the use of established technical or mathematical models or simulations, algorithms, or other scientific principles and procedures to provide evidence that the item meets its stated requirements.*)
- **Inspect** = Inspection (*Inspection is observation using one or more of the five senses, simple physical manipulation, and mechanical and electrical gauging and measurement to verify that the item conforms to its specified requirements.*)
- **Demonstrate** = Demonstrate (*Demonstration is the actual operation of an item to provide evidence that it accomplishes the required functions under specific scenarios.*)
- **Test** = Test (*Test is the application of scientific principles and procedures to determine the properties or functional capabilities of items.*)

3.1 COTS Modeling Software Requirements

3.1.1 Definition

The COTS modeling software provides the core platform for the development of the offline planning model as well as the real-time model that is the core of the ICMS prediction engine (PRE). The PRE provides prediction of the transportation network within the Orlando region. The following PRE requirements will need to be met by the COTS software. The prediction subsystem will utilize a mesoscopic model component to predict the conditions of the transportation network. Three instances of the mesoscopic model software component are planned including a model of the current conditions, a model of the future conditions (30 minutes) without any strategies implemented, and a model of the future conditions (30 minutes) with response strategies.

3.1.2 Inputs/Outputs

- Inputs include:
 - Static data from the DFE.
 - Static data from the planning model to be used with the PRE
 - Realtime data from the DFE for use with PRE predictions
- Outputs include:
 - Mesoscopic planning model
 - Mesoscopic model real-time scenario runs MOEs for use by the ICMS – EVAL system

- Mesoscopic predictions MOEs for use by the ICMS ERE in detecting future traffic anomalies

3.1.3 Data Stores

The prediction data store consists of the mesoscopic model, which contains static network data and behavioral data including driver diversion routes.

3.1.4 Dependencies/Constraints

The prediction engine will use the mesoscopic model validated as part of a separate contract but supported by the COTS VENDOR.

3.1.5 Use Case Diagram

The following use case diagram in Figure 1 illustrates the major activities of the prediction engine.

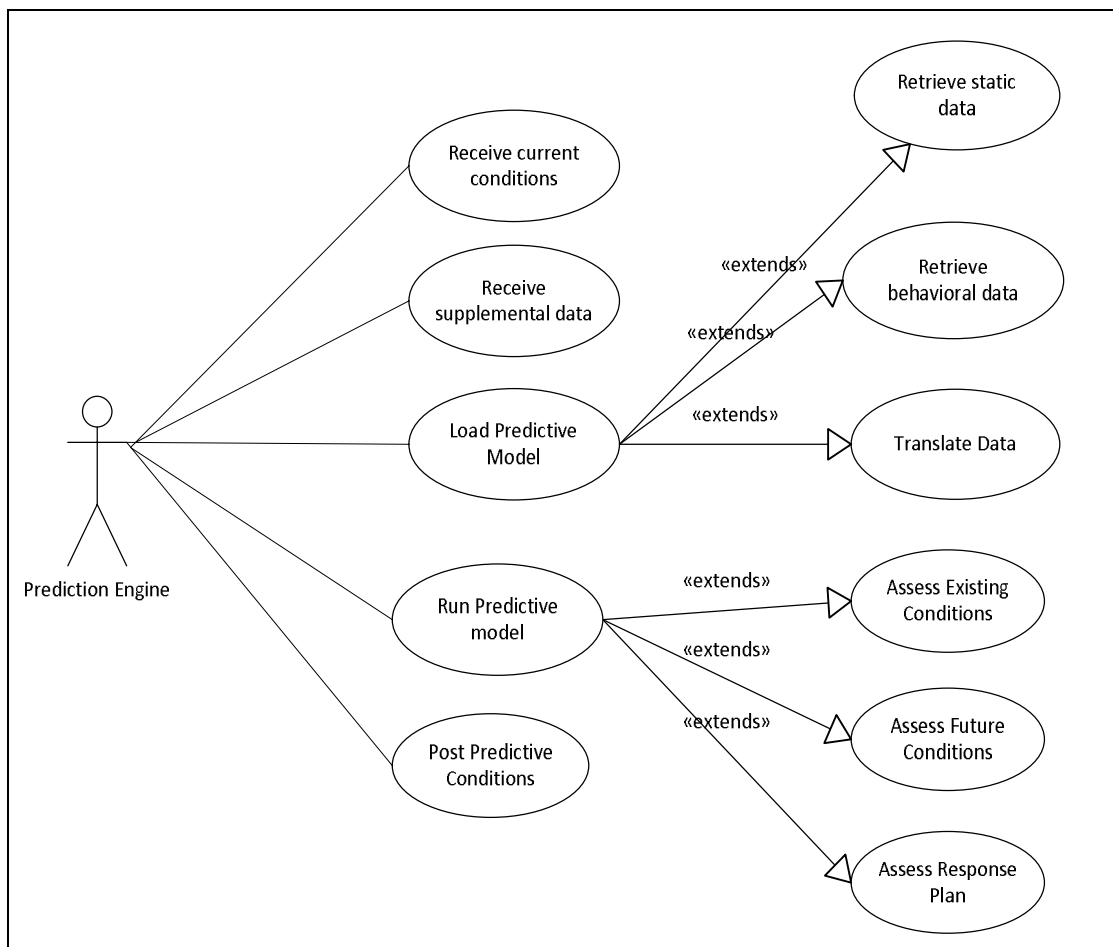


Figure 1: Prediction Engine Use Case Diagram

- Receive Current Conditions – The prediction engine receives dynamic data, such as link speeds and incident data, from the fused data in the DFE.
- Retrieve Plan Data – The prediction engine receives additional model parameters (such as recommended response plan and traffic signal plan and schedule) from the expert rules engine.
- Load Predictive Model – The mesoscopic model requires static data (such as a model specific network description), behavioral data (for instance, to represent the amount of driver diversion based on reading a DMS), and current roadway conditions data. This function populates the mesoscopic model with static, behavioral, and roadway conditions information.
- Retrieve Static Data – The mesoscopic model-specific static data (such as the model network description) is retrieved from a data store within the prediction engine.
- Retrieve Behavioral Data – The mesoscopic model-specific behavioral data (such as driver diversion based on traveler information) is retrieved from a data store within the prediction engine.
- Translate Data – Current conditions data (such as link speeds and incident data from the DFE) is translated to the specific network description and attribute configuration used by the mesoscopic model.
- Run Mesoscopic Model – The prediction manager software component calls the mesoscopic model to assess current and future conditions and future conditions if plan is enacted.
- Assess Existing Conditions – The mesoscopic model is run to assess current conditions.
- Assess Future Conditions – The mesoscopic model is run to assess future conditions using no additional response plans.
- Assess Future Conditions with Plan – The mesoscopic model is run to assess future conditions using the response plan provided by the expert rules engine.

3.1.6 Data Interfaces

The diagram in Figure 2 shows the data elements received and sent by the Prediction Engine.

DFD-1.1.3 Prediction Engine

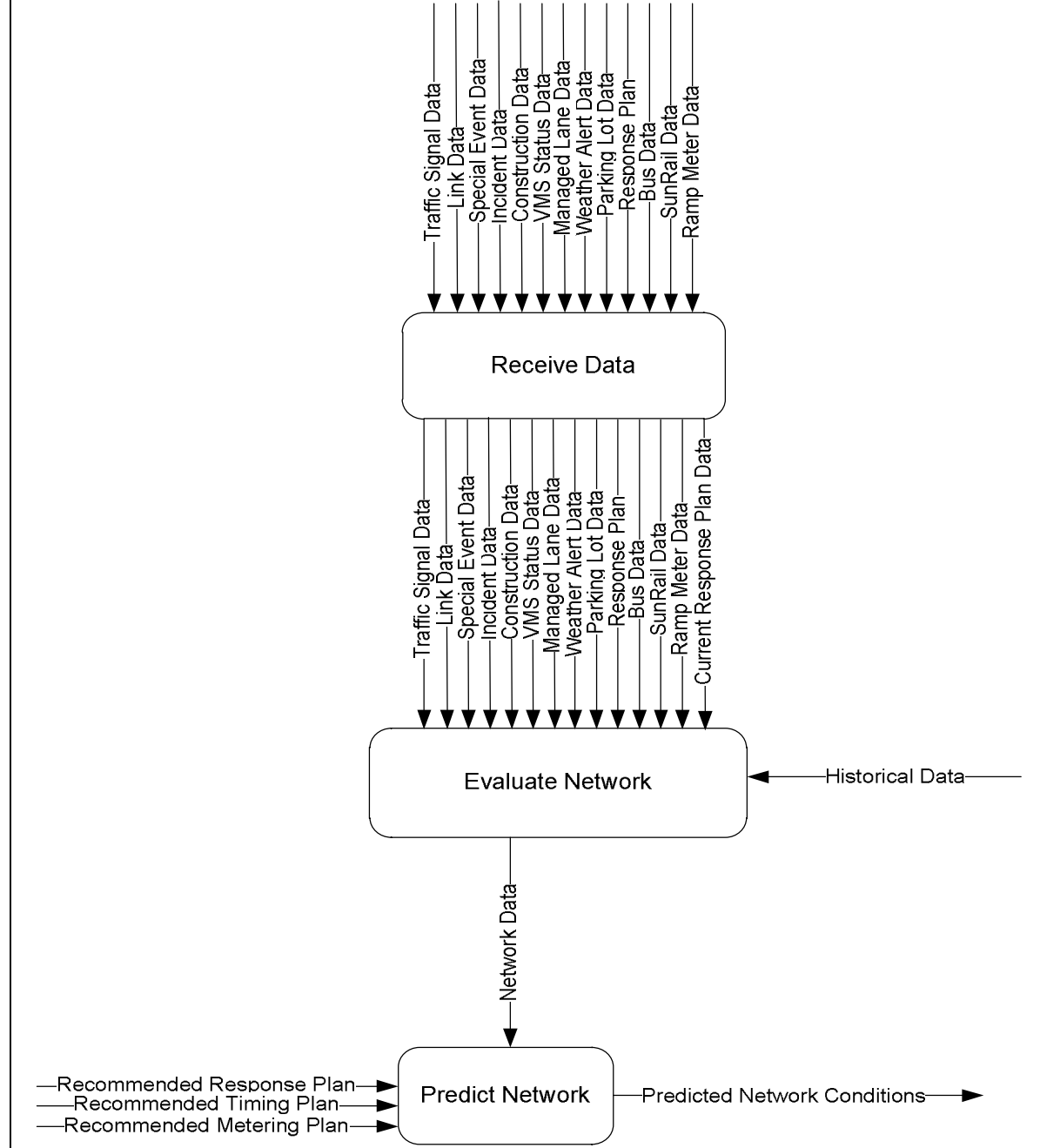


Figure 2: Prediction Subsystem Data Flows

3.1.7 Predictions Engine/COTS Modeling Software Requirements

Table 2: Prediction Engine/COTS Modeling Software Requirements

Requirement Number	Requirement Text	Type	System	Reference	Verification
1.1	The Prediction Engine/COTS Modeling Software shall collect real-time DMS status data from the Data Fusion System as defined in the data dictionary.	D	PRE	1.2.1, 1.2.1.8	Demonstrate
1.2	The Prediction Engine/COTS Modeling Software shall collect real-time traffic signal status data from the Data Fusion System as defined in the data dictionary.	D	PRE	1.2.1, 1.2.1.9	Demonstrate
1.3	The Prediction Engine/COTS Modeling Software shall collect real-time parking availability data from the Data Fusion System as defined in the data dictionary.	D	PRE	1.2.1, 1.2.1.10	Demonstrate
1.4	The Prediction Engine/COTS Modeling Software shall collect real-time weather alerts from the Data Fusion System as defined in the data dictionary.	D	PRE	1.2.1, 1.2.1.11	Demonstrate
1.5	The Prediction Engine/COTS Modeling Software shall collect real-time managed lane status data from the Data Fusion System as defined in the data dictionary.	D	PRE	1.2.1, 1.2.1.12	Demonstrate
1.6	The Prediction Engine/COTS Modeling Software shall collect real-time ramp meter status data from the Data Fusion System as defined in the data dictionary.	D	PRE	1.2.1, 1.2.1.13	Demonstrate
1.7	The Prediction Engine/COTS Modeling Software shall collect static SunGuide data from the Data Fusion System as defined in the data dictionary.	D	PRE	1.2.1, 1.2.1.14	Demonstrate
1.8	The Prediction Engine/COTS Modeling Software shall collect static traffic signal data from the Data Fusion System as defined in the data dictionary.	D	PRE	1.2.1, 1.2.1.15	Demonstrate
1.9	The Prediction Engine/COTS Modeling Software shall collect real-time incident data from the Data Fusion System.	D	PRE	1.2.2, 1.2.2.6	Demonstrate

Minimum Technical Requirements for the Integrated Corridor Management Modeling Software

Requirement Number	Requirement Text	Type	System	Reference	Verification
1.10	The Prediction Engine/COTS Modeling Software shall collect construction data from the Data Fusion System.	D	PRE	1.2.2, 1.2.2.7	Demonstrate
1.11	The Prediction Engine/COTS Modeling Software shall collect special event data from the Data Fusion System special.	D	PRE	1.2.2, 1.2.2.8	Demonstrate
1.12	The Prediction Engine/COTS Modeling Software shall collect planned construction data from the Data Fusion System.	D	PRE	1.2.2, 1.2.2.9	Demonstrate
1.13	The Prediction Engine/COTS Modeling Software shall collect planned special event data from the Data Fusion System.	D	PRE	1.2.2, 1.2.2.10	Demonstrate
1.14	The Prediction Engine/COTS Modeling Software shall collect real-time bus (Transit) GPS/ AVL data from the Data Fusion System as defined in the data dictionary.	D	PRE	1.2.3, 1.2.3.3	Demonstrate
1.15	The Prediction Engine/COTS Modeling Software shall collect real-time SunRail GPS/AVL data from the Data Fusion System as defined in the data dictionary.	D	PRE	1.2.3, 1.2.3.4	Demonstrate
1.16	The Prediction Engine/COTS Modeling Software shall collect static SunRail data from the Data Fusion System as defined in the data dictionary.	D	PRE	1.2.3, 1.2.3.5	Demonstrate
1.17	The Prediction Engine/COTS Modeling Software shall collect static LYNX data from the Data Fusion System as defined in the data dictionary.	D	PRE	1.2.3, 1.2.3.6	Demonstrate
1.18	The Prediction Engine/COTS Modeling Software shall collect real-time link speed data from the Data Fusion System as defined in the data dictionary.	D	PRE	1.2.4, 1.2.4.4	Demonstrate
1.19	The Prediction Engine/COTS Modeling Software shall collect real-time link travel time data from the Data Fusion System as defined in the data dictionary.	D	PRE	1.2.4, 1.2.4.5	Demonstrate
1.20	The Prediction Engine/COTS Modeling Software shall collect real-time link volume data from the Data Fusion System as defined in the data dictionary.			1.2.4, 1.2.4.6	Demonstrate

Minimum Technical Requirements for the Integrated Corridor Management Modeling Software

Requirement Number	Requirement Text	Type	System	Reference	Verification
1.21	The Prediction Engine/COTS Modeling Software shall collect historical data from the Data Fusion System.	D	PRE	1.20.2, 1.20.2.1	Demonstrate
1.22	The Prediction Engine/COTS Modeling Software shall collect new signal timing plan recommendations for pre-defined arterial corridors from the Data Fusion System as defined in the data dictionary.	D	PRE	1.20.3, 1.20.3.14	Demonstrate
1.23	The Prediction Engine/COTS Modeling Software shall collect proposed timing plans for evaluation from the DFE in coordination with requests from the SOT.	D	PRE		Demonstrate
2.1	The Prediction Engine/COTS Modeling Software shall include the mapping of travel time subpaths to provide appropriate travel time segments. (subpaths will be developed as part of the base model)	F	PRE	1.2.4, 1.2.4.6	Demonstrate
2.2	The Prediction Engine/COTS Modeling Software shall be able to emulate adaptive traffic signal control for existing adaptive systems in the network.	F	PRE	1.19.15, 1.19.15.5	Demonstrate
2.3	The Prediction Engine/COTS Modeling Software shall compute future network conditions for the "do nothing" case.	F	PRE	1.20.3, 1.20.3.3	Demonstrate
2.4	The Prediction Engine/COTS Modeling Software shall compute future network conditions for a proposed response plan.	F	PRE	1.20.3, 1.20.3.4	Demonstrate
2.5	The Prediction Engine/COTS Modeling Software shall evaluate the transportation network conditions to provide the EVE the MOEs to compute the performance measures.	F	PRE	1.20.3, 1.20.3.5	Demonstrate
2.6	The Prediction Engine/COTS Modeling Software shall update its model based on the comparison of the forecasted performances against field measurements received once the prediction period has passed.	F	PRE	1.20.3, 1.20.3.6	Demonstrate
2.7	The Prediction Engine/COTS Modeling Software shall provide operational measures of effectiveness (MOE) with each simulated prediction to the DFE for use by the Evaluation Engine.	F	PRE	1.20.3, 1.20.3.7	Demonstrate

Minimum Technical Requirements for the Integrated Corridor Management Modeling Software

Requirement Number	Requirement Text	Type	System	Reference	Verification
2.8	The Prediction Engine/COTS Modeling Software shall provide accurate environmental assessment (emissions model) around incident areas.	F	PRE	1.20.3, 1.20.3.8	Demonstrate
2.9	The Prediction Engine/COTS Modeling Software shall emulate ITS devices and their impact over traffic.	F	PRE	1.20.3, 1.20.3.9	Demonstrate
2.10	The Prediction Engine/COTS Modeling Software shall calculate public transit operation, including lines and schedules, deviations from schedules.	F	PRE	1.20.3, 1.20.3.10	Demonstrate
2.11	The Prediction Engine/COTS Modeling Software shall calculate queue propagation and delay.	F	PRE	1.20.3, 1.20.3.11	Demonstrate
2.12	The Prediction Engine/COTS Modeling Software shall calculate predictions with a rolling horizon of 30 minutes in the future.	F	PRE	1.20.3, 1.20.3.12	Demonstrate
2.13	The Prediction Engine/COTS Modeling Software shall evaluate all response plans developed for the area near an incident.	F	PRE	1.20.3, 1.20.3.13	Demonstrate
2.14	The Prediction Engine/COTS Modeling Software shall provide MOEs for each evaluated response plan for a 15 and a 30-minute time horizon.	F	PRE	1.20.3, 1.20.3.14	Demonstrate
2.15	The Prediction Engine/COTS Modeling Software shall model recommendations for new signal time plans for pre-defined arterial corridors as provided by the SOT.	F	PRE	1.20.3, 1.20.3.15	Demonstrate
2.16	The Prediction Engine/COTS Modeling Software shall update signal timing plans within the base model every 24 hours.	F	PRE		Demonstrate
2.17	The Prediction Engine/COTS Modeling Software shall calculate MOEs for ramp meter metering plan recommendations.	F	PRE	1.21.1, 1.21.4	Demonstrate

Minimum Technical Requirements for the Integrated Corridor Management Modeling Software

Requirement Number	Requirement Text	Type	System	Reference	Verification
2.18	The Prediction Engine/COTS Modeling Software shall calculate the Geoffrey E. Havers (GEH) statistics for each prediction.	F	PRE	1.40.1, 1.40.1.1	Demonstrate
2.19	The Prediction Engine/COTS Modeling Software shall calculate the travel time accuracy for each prediction for the mapped traffic time subpaths.	F	PRE	1.40.1, 1.40.1.3	Demonstrate
2.20	The Prediction Engine/COTS Modeling Software shall calculate an accuracy GUI for travel time with a goal of within 15%.	F	PRE	1.40.1, 1.40.1.4	Demonstrate
2.21	The Prediction Engine/COTS Modeling Software shall have a be able to dynamically select areas of the model based on the geographical location and severity of an incident.	F	PRE		Demonstrate
3.1	The Prediction Engine/COTS Modeling Software shall provide prediction quality summary reports.	F	PRE	1.20.3, 1.20.3.17	Demonstrate
3.2	The Prediction Engine/COTS Modeling Software shall provide an accuracy GUI for flows based on GEH.	F	PRE	1.40.1, 1.40.1.2	Demonstrate
3.3	The Prediction Engine/COTS Modeling Software shall provide a real-time alert when the accuracy of the predictions falls below the thresholds.	F	PRE	1.40.1, 1.40.1.5	Demonstrate
3.4	The Prediction Engine/COTS Modeling Software shall provide a daily summary report of all errors that were experienced for that day to the DFE.	F	PRE		Demonstrate
3.5	The Prediction Engine/COTS Modeling Software shall provide daily summary report of the reliability of the model to the DFE.	F	PRE		Demonstrate
3.6	The Prediction Engine/COTS Modeling Software shall provide alarm notifications if the PRE becomes unavailable.	F	PRE		Demonstrate
4.1	The Prediction Engine shall have an automatic restart system should the Prediction Engine become unavailable to the ICMS.	F	PRE		Demonstrate

Minimum Technical Requirements for the Integrated Corridor Management Modeling Software

Requirement Number	Requirement Text	Type	System	Reference	Verification
4.2	The Prediction Engine shall have a failsafe switch over to a backup system should the system restart fail on 2 sequential attempts.	F	PRE		Demonstrate
5.1	The Prediction Engine/COTS Modeling Software shall be able to provide MOEs for real-time response plan evaluations within 5 minutes for areas that are less than ¼ of the overall size of the base network.	P	PRE		Demonstrate
5.2	The Prediction Engine/COTS Modeling Software shall be able to provide MOEs for real-time response plan evaluations within 10 minutes for areas that are greater than ¼ of the overall size of the base network.	P	PRE		Demonstrate
6.1	The COTS Modeling Software shall include a planning tool to develop new response plans.	F	COTS		Demonstrate

4 User Definitions

This section defines the terms and definitions used in the requirements document.

Real-time – receipt or calculation of conditions within 2 minutes of occurrence

Near real-time - receipt or calculation of conditions more than 2 minutes of occurrence, but within 30 minutes of occurrence

Status – condition of infrastructure

Active - not marked as out-of-order or in-maintenance

Link or Section - the portion of a model connecting two nodes. The link is defined within the model as:

- Facility type
- Number of lanes
- Capacity per lane
- Speed limit
- Average jam density

Node – point of branching of physical connections, or terminating a physical connection within a simulation model

Average jam density - the maximum number of vehicles per unit length of the highway link

Intermodal network conditions – current status and state of modes of travel within the network

Consistency – the system's estimation error will fall within a pre-determined range

Real-world conditions – model capabilities to match conditions of actual network:

- The system's estimation error of the traffic speed, density, and volume on every highway link in the network should not exceed 15% (plus or minus).
- The system's estimation error of the location of every transit vehicle in the network should not exceed 10% (plus or minus).
- The system's estimation error of the occupancy of every park-and-ride facility in the network should not exceed 20% (plus or minus).

Corridor management strategy – management plan for an event or incident within the corridor. These strategies include:

- Pre-trip and en-route traveler information provision
- Congestion pricing
- Traffic signal timing modification
- Transit service modification
- Transit signal priority
- Parking management and pricing
- Combinations of the above

Traffic management scheme – a traffic management scheme consists of the different actions that will be implemented by all agencies to manage the corridor. These actions are:

- List of DMS to be activated along with their messages
- Transit vehicle service pattern including any route and headway modifications
- Traffic signal timing plan(s) of all signalized intersections

Environment-oriented – factor relating to the environment of the system

4.1 Action Verbs

This section defines the action verb terms and definitions used in this requirements document.

VERB	DEFINITION
Accept	to receive (e.g. data feed from another system)
Activate	to make active; cause to function or act (e.g. to make a planned event an active incident)
Add	to add (e.g. add a timestamp to a record)
Aggregate	to bring together; collect into one
Allow	to give permission to or for

Minimum Technical Requirements for the Integrated Corridor Management Modeling Software

VERB	DEFINITION
Authorize	to give authority or official power to (associated with security authentication requirement)
Collect	to get from source; assemble
Compare	to examine (two or more objects, ideas, people, etc.) in order to note similarities and differences
Compute	to determine or ascertain by mathematical or logical means
Confirm	to make valid or binding by some formal or legal act; sanction; ratify
Determine	to settle or decide (a dispute, question, etc.) by an authoritative or conclusive decision
Display	to output (data) on a monitor or other screen
Evaluate	to judge or determine the significance, worth, or quality of; assess
Execute	to run (a program or routine) or to carry out (an instruction in a program)
Filter	to remove by the action of a filter
Generate	to bring into existence; cause to be; produce (erg. generate a log file)
Import	to bring (documents, data, etc.) into one software program from another, implies translate
Index	a value that identifies and is used to locate a particular element within a data array or table
Manage	to handle, direct, govern, or control in action or use (e.g. manage the add, change, delete of an object)
Merge	to combine or blend
Monitor	to watch closely for purposes of control, surveillance, etc.; keep track of; check continually
Notify	to inform (someone) or give notice to
Parse	to analyze (a string of characters) in order to associate groups of characters with the syntactic units of the underlying grammar
Predict	to declare or tell in advance; prophesy; foretell
Provide	to make available (e.g. provide a function to a user)
Publish	to make generally known (e.g. publish to center-to-center)
Receive	to get or be informed of
Recommend	to advise, as an alternative; suggest (a choice, course of action, etc.)
Refresh	to read and write (the contents of dynamic storage) at intervals in order to avoid loss of data
Remove	to get rid of; do away with (e.g. remove from User Interface display)
Reside	- Hardware constraint - e.g. reside in a controller cabinet
Restore	to bring back to a former, original, or normal condition
Restrict	to confine or keep within limits, as of space, action, choice, intensity, or quantity
Retrieve	to locate and read (data) from storage, as for display on a monitor
Save	to copy (a file) from RAM onto a disk or other storage medium
Search	to examine (one or more files, as databases or texts) electronically, to locate specified items
Select	to make a choice; pick
Send	to cause to be transmitted to a destination
Simulate	to create a simulation, likeness, or model of (a situation, system, or the like)
Sort	to arrange according to sort, kind, or class; separate into sorts; classify
Start	to set in operation
Store	to put or retain (data) in a memory unit
Translate	to convert (a program, data, code, etc.) from one form to another

Minimum Technical Requirements for the Integrated Corridor Management Modeling Software

VERB	DEFINITION
Update	to incorporate new or more accurate information in (a database, program, procedure, etc.)
Use	- Constraint Only - to utilize a specific technology
Validate	to substantiate

STANDARD CONTRACT TERMS AND CONDITIONS

The following form PUR 1000 is a standard contract terms form that the Department includes in all procurements, except that paragraphs 5, 11, 19, 20, 22, 23, 25, 26, 27, 29, 31, 35, 40, 41, and 42 do not apply to this Request for Proposal. Deletion of these paragraphs shall not be deemed to be deletion of content contained elsewhere and the substance of these excepted paragraphs may be addressed in other locations in the procurement documents. That substance located elsewhere continues to apply regardless of this exception paragraph.

State of Florida PUR 1000

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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(14) and (15) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional

prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

~~**5. Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.~~

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

~~**11. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor~~

suspension.

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(22), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor'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 Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees.
CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers. 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 or by calling the Division of Consumer Services at 1-877-693-5236.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. ~~The Contractor shall be fully liable for the actions of its agents, employees,~~

~~partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.~~

~~Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.~~

~~The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.~~

20. Limitation of Liability. ~~For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.~~

~~Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.~~

21. Suspension of Work. ~~The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to~~

any additional compensation.

~~**22. Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.~~

~~**23. Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.~~

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

~~**25. Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the~~

general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service

representative.

~~**29. Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.~~

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

~~**31. Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.~~

~~Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.~~

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

~~**35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.~~

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

~~**40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.~~

~~**41. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract 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 contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed~~

to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. ~~The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.~~

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

EXHIBIT "B" METHOD OF COMPENSATION

1.0 PURPOSE

This Exhibit B defines the method and limits of compensation to be paid to the Vendor for the services described in Exhibit A (Scope of Services) and the procedure by which payments will be made.

2.0 FUNDING

The total funding currently available is \$_____. The Department, based on need and availability of budget, may increase or decrease the amount of funding available as the Department determines is appropriate by Letter of Authorization. Each Letter of Authorization will detail the amount of funding being added and the total amount authorized to date.

3.0 COMPENSATION

This is a term Agreement for an indefinite quantity whereby the Vendor agrees to furnish services on an as needed basis, during a prescribed period of time. This is a Task Work Order driven Agreement. No work shall be performed except pursuant to specific written authorizations issued by the Department (Task Work Order). Each Task Work Order will specify the amount of compensation that will be paid for the performance of the work described therein. Execution of this Agreement does not guarantee that the work will be authorized. Furthermore, the Vendor is providing these services on a nonexclusive basis. The Department, at its option, may elect to have any of these services set forth herein performed by other Vendors or Department staff.

3.1 Basis of Compensation

3.1.1 Compensation

Compensation under each Task Work Order will be either as a lump sum amount, a limiting amount, or a combination lump sum and limiting amount as specified in the Task Work Order. These bases of compensation are more particularly described as follows:

Lump Sum

Vendor will be paid the lump sum amount in full for proper completion of all the work identified to be included in the lump sum amount, regardless of the time, effort, or expense of the Vendor in performing that work. The Vendor may be paid a portion of the lump sum amount as a progress payment based on the percentage of the total lump sum work that has been completed, accepted by the Department, and properly invoiced by the Vendor during any billing period. Payment of the lump sum amount will constitute full compensation for the work and no additional compensation will be paid for overhead, operating margin, expenses, travel, costs, or any other matter.

Limiting Amount

Vendor will be paid up to, but not exceeding, the limiting amount for proper completion of all the work identified to be included in the limiting amount. The actual amount paid to the Vendor will be based on the time spent by the classification of employee authorized to perform the work in the Task Work Order at the hourly rate identified in the Task Work Order; provided, however, that at such time as the limiting amount has been paid in full, Vendor will be required to complete the work included in the limiting amount for no further compensation. In no event will Vendor be paid more than the hours actually worked multiplied by the applicable hourly rate. The rates are all inclusive and no additional compensation will be paid for overhead, operating margin, expenses, travel, costs, or any other matter. Progress payments will be made based on the hours worked on work that has been completed, accepted by the Department, and properly invoiced by the Vendor during any billing period at the rates shown in the Bid Price Proposal, included in this Exhibit "B" as Table 1.

3.1.2 Actual Expenditures

Actual Cost Expenses

In addition to the hourly rates the Vendor will be reimbursed at actual cost for the expenses that are beyond normal business expenses as invoiced and approved by the department. Normal Business Expenses are considered to be the allowable and allocable expenses that the business would incur in the normal course of conducting business with the Department. These include, but are not limited to overhead, building maintenance, computers, training, utilities, communications travel, office supplies, copies, presentation materials, pamphlets and brochures, which are included in the hourly billing rates.

3.2 Amount of Compensation

The amount of compensation in each Task Work Order, whether lump sum or limiting amount, shall be established based on the effort required to complete the work by the classification of employee at the hourly rate for that classification listed in the Vendor's Price Proposal included in this Exhibit "B" as Table 1, plus any promotional expense pre-approved and authorized by the Department.

4.0 LIQUIDATED DAMAGES AND REPLACEMENT WORK PERFORMED BY OTHERS:

4.1 Liquidated Damages

In the event the Vendor fails to complete the work within the time stated in the Services Period as stated in Exhibit "A", Scope of Services of that Task Work Order, the Vendor shall pay, not as penalty, but as liquidated damages, the amount defined in Exhibit "A", Scope of Services of this Agreement. The Department has the right to apply, as payment on such damages any money the Department owes to the Vendor. Liquidated Damages will be assessed and deducted from the monthly Lump Sum invoice as per section 5.0 below.

4.2 Replacement Work Performed by Others

In the event that the Vendor fails to perform the required services as described in the Agreement, and the Task Work Order and replacement staff is necessary to complete the services required the Department reserves the right to reduce the Vendors invoice by any amount necessary to compensate the replacement Vendor for services provided.

5.0 INVOICING PROCEDURE

The Vendor will be eligible for progress payments under this agreement at intervals not less than monthly or when individual tasks or mileposts defined in a Task Work Order are completed or reached.

Invoices will be prepared by the Vendor and submitted in a format prescribed by the Department. The invoices will be supported by such information as may be required by Department procedures to substantiate the charges being invoiced. The Vendor will maintain for this purpose a job cost accounting system that is acceptable to the Department.

If requested by the Department, the final invoice for this agreement will be accompanied by a certified job cost summary report generated by the accounting system. The report will include at a minimum the total number of hours and salary cost actually charged to the project.

5.1 Reduction for Liquidated Damages:

Monthly at the time of invoice the Project Manager shall verify that no Liquidated Damages are due prior to approving any invoice. In the event that liquidated damages are due, the invoice shall be reduced by the amount due for the corresponding event at the rate shown in Exhibit "A", Scope of Services. The Department reserves the right to reduce any payment by any amount due under the Liquidated Damages provisions within this contract.

5.2 Replacement Work Performed by Others:

Monthly at the time of invoice the Project Manager shall verify that no replacement work reductions are due prior to approving any invoice. In the event that replacement work reductions are due, the invoice shall be reduced by the amount due for the corresponding event. The Department reserves the right to reduce any payment by any amount due for work performed by others as described in Exhibit "A", Scope of Services.

The Department will render a decision on the acceptability of services within 5 working days of receipt of either the services or invoice, whichever is later. The Department reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the Department. Any payment withheld will be paid to the Vendor on the next invoice submitted for that work after the work is subsequently completed satisfactorily and adequately.

6.0 PROJECT CLOSEOUT

If requested, the Vendor will permit the Department to perform or have performed an audit of the records of the Vendor and any or all sub-vendors to support the compensation paid the Vendor. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Vendor under this Agreement are subsequently properly disallowed by the Department because of accounting errors or charges not in conformity with this Agreement, the Vendor agrees that such disallowed costs are due to the Department upon demand. Further, the Department will have the right to deduct from any payment due the Vendor under any other contract any amount due the Department.

Table 1
Method of Compensation

Milestones	Percentage to be Paid	Amount
Software Installation on FDOT Servers.	50%	
VENDOR support and maintenance (monthly payments starting from software installation)	20%	
System Acceptance following Systems Acceptance tests	30%	

*Percentage to be paid is based on the Project Total submitted on Line 6 of the Price Proposal Form.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
Appendix II
INFORMATION TECHNOLOGY RESOURCES

Contract (Purchase Order) #: _____

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 procurement 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 Statutes. 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.

**State of Florida
Department of Transportation**



REQUIRED FORMS

Request for Proposal
Integrated Corridor Management Modeling Software

RFP-DOT-17-18-5011-ICMM

1. Registration Form
2. Bid Price Proposal Form
3. Drug-Free Workplace Program Certification
4. MBE Planned Utilization
5. Vendor Data Sheet
6. Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)
(proposals of \$1 million or more)

Provided forms for use within the Technical Proposal as required within Section 22:

1. Table of Requirements
2. Staffing Plan and Availability Chart
3. Work Experience

State of Florida
Department of Transportation
District Five
719 S Woodland Blvd
Deland, FL 32720

REQUEST FOR PROPOSAL REGISTRATION

**PLEASE COMPLETE AND RETURN THIS FORM ASAP
FAX TO (850) 412-8092.**

Bid Number: RFP-DOT-17-18-5011-ICMM

Title: Integrated Corridor Management Modeling Software

Potential bidders should notify our office by returning this Bid 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 (850) 412-8092.

THE INVITATION TO BID 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 bid 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 bidders to monitor this site for any changing information prior to submitting your bid.

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone: () _____ Fax Number: () _____

Contact Person: _____

Internet E-Mail Address: _____

PRICE PROPOSAL FORM

RFP Number: RFP-DOT-17-18-5011-ICMM

RFP Title: Integrated Corridor Management Modeling Software

Services to be provided as specified in attached Exhibit "A", Scope of Services.

Milestones	Percentage to be Paid	Amount
1. SOFTWARE INSTALLATION ON FDOT SERVERS.	50%	\$ _____
2. VENDOR SUPPORT AND MAINTENANCE (MONTHLY PAYMENTS STARTING FROM SOFTWARE INSTALLATION)	20%	\$ _____
3. SYSTEM ACCEPTANCE FOLLOWING SYSTEMS ACCEPTANCE TESTS	30%	\$ _____
TOTAL COST. THE SUM OF COST LINES 1,2 AND 3		\$ _____

The Total Cost will be used to calculate the Price Proposal points as shown in section 30

NOTE: Hourly Rates must be stated in dollars and cents. These rates will be included in Exhibit "B", Method of Compensation and payment for contract services will be made at these rates.

MFMP Transaction Fee: All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. However, all vendors should be aware, that effective July 1, 2017 through June 30, 2018, in accordance with House Bill 5003 Sec.73, the Transaction Fee will be seven-tenths of one percent (.70%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

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.

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Proposer: _____ FEID # _____

Address: _____ City, State, Zip _____

Authorized Signature: _____ Date: _____

Printed / Typed: _____ Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION
RFP-DOT-17-18-5011-ICMM

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: _____

(Authorized Signature in Ink)

(Date)

(Print Name)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MBE PLANNED UTILIZATION

PROCUREMENT NO. RFP-DOT-17-18-5011-ICMM FINANCIAL PROJECT NO. _____
(DEPARTMENT USE ONLY)

DESCRIPTION: Integrated Corridor Management Modeling Software

I, _____, _____
(name) (title)

of _____

plan to subcontract at least _____ % (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: _____

Title: _____

Date: _____

VENDOR DATA SHEET
RFP-DOT-17-18-5011-ICMM

Form No. 5

CORPORATE INFORMATION

DATE: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID): _____
(State Purchasing System (SPURS) Vendor Number)

VENDOR NAME: _____

CORPORATE STRUCTURE: (Inc./LLC): _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

CELLULAR: _____

TOLL FREE NO.: _____ FAX NO.: _____ / _____

INTERNET E-MAIL ADDRESS: _____

INTERNET WEBSITE URL: _____

LOCAL OFFICE INFORMATION, (If other than above)

CONTACT NAME: _____

ALTERNATE CONTACT: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

CELLULAR: _____

TOLL FREE NO.: _____ FAX NO.: _____ / _____

INTERNET E-MAIL ADDRESS: _____

RFP Requirements

1) REGISTERED IN MYFLORIDAMARKETPLACE: (Y/N) _____ Attach Proof _____

2) AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA(Y/N) _____ Attach Proof _____

3) REGISTERED WITH THE DIVISION OF CORPORATIONS: (Y/N) _____ Attach Proof _____

(Signature in Ink)

(Title)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

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: _____

Date: _____

Table of Requirements

Requirement Number	Requirement Text	Type	System	ICMS Reference	Verification Method	Compliant / Partial Compliant / Non Compliant	Vendor Response
1.1	The Prediction Engine/COTS Modeling Software shall collect real-time DMS status data from the Data Fusion System as defined in the data dictionary.	D	PRE	1.2.1, 1.2.1.8	Demonstrate		
1.2	The Prediction Engine/COTS Modeling Software shall collect real-time traffic signal status data from the Data Fusion System as defined in the data dictionary.	D	PRE	1.2.1, 1.2.1.9	Demonstrate		
1.3	The Prediction Engine/COTS Modeling Software shall collect real-time parking availability data from the Data Fusion System as defined in the data dictionary.	D	PRE	1.2.1, 1.2.1.10	Demonstrate		
1.4	The Prediction Engine/COTS Modeling Software shall collect real-time weather alerts from the Data Fusion System as defined in the data dictionary.	D	PRE	1.2.1, 1.2.1.11	Demonstrate		
1.5	The Prediction Engine/COTS Modeling Software shall collect real-time managed lane status data from the Data Fusion System as defined in the data dictionary.	D	PRE	1.2.1, 1.2.1.12	Demonstrate		
1.6	The Prediction Engine/COTS Modeling Software shall collect real-time ramp meter status data from the Data Fusion System as defined in the data dictionary.	D	PRE	1.2.1, 1.2.1.13	Demonstrate		
1.7	The Prediction Engine/COTS Modeling Software shall collect static SunGuide data from the Data Fusion System as defined in the data dictionary.	D	PRE	1.2.1, 1.2.1.14	Demonstrate		
1.8	The Prediction Engine/COTS Modeling Software shall collect static traffic signal data from the Data Fusion System as defined in the data dictionary.	D	PRE	1.2.1, 1.2.1.15	Demonstrate		
1.9	The Prediction Engine/COTS Modeling Software shall collect real-time incident data from the Data Fusion System.	D	PRE	1.2.2, 1.2.2.6	Demonstrate		

1.10	The Prediction Engine/COTS Modeling Software shall collect construction data from the Data Fusion System.	D	PRE	1.2.2, 1.2.2.7	Demonstrate		
1.11	The Prediction Engine/COTS Modeling Software shall collect special event data from the Data Fusion System special.	D	PRE	1.2.2, 1.2.2.8	Demonstrate		
1.12	The Prediction Engine/COTS Modeling Software shall collect planned construction data from the Data Fusion System.	D	PRE	1.2.2, 1.2.2.9	Demonstrate		
1.13	The Prediction Engine/COTS Modeling Software shall collect planned special event data from the Data Fusion System.	D	PRE	1.2.2, 1.2.2.10	Demonstrate		
1.14	The Prediction Engine/COTS Modeling Software shall collect real-time bus (Transit) GPS/ AVL data from the Data Fusion System as defined in the data dictionary.	D	PRE	1.2.3, 1.2.3.3	Demonstrate		
1.15	The Prediction Engine/COTS Modeling Software shall collect real-time SunRail GPS/AVL data from the Data Fusion System as defined in the data dictionary.	D	PRE	1.2.3, 1.2.3.4	Demonstrate		
1.16	The Prediction Engine/COTS Modeling Software shall collect static SunRail data from the Data Fusion System as defined in the data dictionary.	D	PRE	1.2.3, 1.2.3.5	Demonstrate		
1.17	The Prediction Engine/COTS Modeling Software shall collect static LYNX data from the Data Fusion System as defined in the data dictionary.	D	PRE	1.2.3, 1.2.3.6	Demonstrate		
1.18	The Prediction Engine/COTS Modeling Software shall collect real-time link speed data from the Data Fusion System as defined in the data dictionary.	D	PRE	1.2.4, 1.2.4.4	Demonstrate		
1.19	The Prediction Engine/COTS Modeling Software shall collect real-time link travel time data from the Data Fusion System as defined in the data dictionary.	D	PRE	1.2.4, 1.2.4.5	Demonstrate		

1.20	The Prediction Engine/COTS Modeling Software shall collect real-time link volume data from the Data Fusion System as defined in the data dictionary.			1.2.4, 1.2.4.6	Demonstrate		
1.21	The Prediction Engine/COTS Modeling Software shall collect historical data from the Data Fusion System.	D	PRE	1.20.2, 1.20.2.1	Demonstrate		
1.22	The Prediction Engine/COTS Modeling Software shall collect new signal timing plan recommendations for pre-defined arterial corridors from the Data Fusion System as defined in the data dictionary.	D	PRE	1.20.3, 1.20.3.14	Demonstrate		
1.23	The Prediction Engine/COTS Modeling Software shall collect proposed timing plans for evaluation from the DFE in coordination with requests from the SOT.	D	PRE		Demonstrate		
2.1	The Prediction Engine/COTS Modeling Software shall include the mapping of travel time subpaths to provide appropriate travel time segments. (subpaths will be developed as part of the base model)	F	PRE	1.2.4, 1.2.4.6	Demonstrate		
2.2	The Prediction Engine/COTS Modeling Software shall be able to emulate adaptive traffic signal control for existing adaptive systems in the network.	F	PRE	1.19.15, 1.19.15.5	Demonstrate		
2.3	The Prediction Engine/COTS Modeling Software shall compute future network conditions for the "do nothing" case.	F	PRE	1.20.3, 1.20.3.3	Demonstrate		
2.4	The Prediction Engine/COTS Modeling Software shall compute future network conditions for a proposed response plan.	F	PRE	1.20.3, 1.20.3.4	Demonstrate		
2.5	The Prediction Engine/COTS Modeling Software shall evaluate the transportation network conditions to provide the EVE the MOEs to compute the performance measures.	F	PRE	1.20.3, 1.20.3.5	Demonstrate		
2.6	The Prediction Engine/COTS Modeling Software shall update its model based on the comparison of the forecasted performances against field measurements received once the prediction period has passed.	F	PRE	1.20.3, 1.20.3.6	Demonstrate		

2.7	The Prediction Engine/COTS Modeling Software shall provide operational measures of effectiveness (MOE) with each simulated prediction to the DFE for use by the Evaluation Engine.	F	PRE	1.20.3, 1.20.3.7	Demonstrate		
2.8	The Prediction Engine/COTS Modeling Software shall provide accurate environmental assessment (emissions model) around incident areas.	F	PRE	1.20.3, 1.20.3.8	Demonstrate		
2.9	The Prediction Engine/COTS Modeling Software shall emulate ITS devices and their impact over traffic.	F	PRE	1.20.3, 1.20.3.9	Demonstrate		
2.10	The Prediction Engine/COTS Modeling Software shall calculate public transit operation, including lines and schedules, deviations from schedules.	F	PRE	1.20.3, 1.20.3.10	Demonstrate		
2.11	The Prediction Engine/COTS Modeling Software shall calculate queue propagation and delay.	F	PRE	1.20.3, 1.20.3.11	Demonstrate		
2.12	The Prediction Engine/COTS Modeling Software shall calculate predictions with a rolling horizon of 30 minutes in the future.	F	PRE	1.20.3, 1.20.3.12	Demonstrate		
2.13	The Prediction Engine/COTS Modeling Software shall evaluate all response plans developed for the area near an incident.	F	PRE	1.20.3, 1.20.3.13	Demonstrate		
2.14	The Prediction Engine/COTS Modeling Software shall provide MOEs for each evaluated response plan for a 15 and a 30-minute time horizon.	F	PRE	1.20.3, 1.20.3.14	Demonstrate		
2.15	The Prediction Engine/COTS Modeling Software shall model recommendations for new signal time plans for pre-defined arterial corridors as provided by the SOT.	F	PRE	1.20.3, 1.20.3.15	Demonstrate		
2.16	The Prediction Engine/COTS Modeling Software shall update signal timing plans within the base model every 24 hours.	F	PRE		Demonstrate		

2.17	The Prediction Engine/COTS Modeling Software shall calculate MOEs for ramp meter metering plan recommendations.	F	PRE	1.21.1, 1.21.4	Demonstrate		
2.18	The Prediction Engine/COTS Modeling Software shall calculate the Geoffrey E. Havers (GEH) statistics for each prediction.	F	PRE	1.40.1, 1.40.1.1	Demonstrate		
2.19	The Prediction Engine/COTS Modeling Software shall calculate the travel time accuracy for each prediction for the mapped traffic time subpaths.	F	PRE	1.40.1, 1.40.1.3	Demonstrate		
2.20	The Prediction Engine/COTS Modeling Software shall calculate an accuracy GUI for travel time with a goal of within 15%.	F	PRE	1.40.1, 1.40.1.4	Demonstrate		
2.21	The Prediction Engine/COTS Modeling Software shall have a be able to dynamically select areas of the model based on the geographical location and severity of an incident.	F	PRE		Demonstrate		
3.1	The Prediction Engine/COTS Modeling Software shall provide prediction quality summary reports.	F	PRE	1.20.3, 1.20.3.17	Demonstrate		
3.2	The Prediction Engine/COTS Modeling Software shall provide an accuracy GUI for flows based on GEH.	F	PRE	1.40.1, 1.40.1.2	Demonstrate		
3.3	The Prediction Engine/COTS Modeling Software shall provide a real-time alert when the accuracy of the predictions falls below the thresholds.	F	PRE	1.40.1, 1.40.1.5	Demonstrate		
3.4	The Prediction Engine/COTS Modeling Software shall provide a daily summary report of all errors that were experienced for that day to the DFE.	F	PRE		Demonstrate		
3.5	The Prediction Engine/COTS Modeling Software shall provide daily summary report of the reliability of the model to the DFE.	F	PRE		Demonstrate		

3.6	The Prediction Engine/COTS Modeling Software shall provide alarm notifications if the PRE becomes unavailable.	F	PRE		Demonstrate		
4.1	The Prediction Engine shall have an automatic restart system should the Prediction Engine become unavailable to the ICMS.	F	PRE		Demonstrate		
4.2	The Prediction Engine shall have a failsafe switch over to a backup system should the system restart fail on 2 sequential attempts.	F	PRE		Demonstrate		
5.1	The Prediction Engine/COTS Modeling Software shall be able to provide MOEs for real-time response plan evaluations within 5 minutes for areas that are less than ¼ of the overall size of the base network.	P	PRE		Demonstrate		
5.2	The Prediction Engine/COTS Modeling Software shall be able to provide MOEs for real-time response plan evaluations within 10 minutes for areas that are greater than ¼ of the overall size of the base network.	P	PRE		Demonstrate		
6.1	The COTS Modeling Software shall include a planning tool to develop new response plans.	F	COTS		Demonstrate		
6.2	The COTS Modeling Software shall include a planning model GUI to build new response plans to be evaluate offline.	F	COTS		Demonstrate		

Experience in COTS Modeling Software

This Form is for Bidder's to List their work experience

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F

Bidder's Name (please print company name)

Contract ID

Bidder's FEID Number

Experience in providing COTS modeling software with integration and support services is required to bid on this project as defined below.

- 1) **For this Contract the Vendor is required to have at least three (3) years of like experience as the modeling software solution for an ICMS system. This form must be filled out and submitted with the bid to the District Contract Administrator. This form must be signed by the Owner or an Officer of the Company and dated in the space provided at the bottom of the form.**

<u>Project Name/Number</u>	<u>Project Location (City, State, Country)</u>	<u>Type of Model (Planning/Realtime/other)</u>	<u>Work Performed (Software, Support, Integration, Calibration...)</u>	<u>Owner/Contact Name Contact Phone Number</u>	<u>Prime or Sub</u>	<u>Beginning Mo/Year</u>	<u>Contract Duration</u>
						/	/ 20
Print Name of the Owner or Company Officer			Signature of the Owner or the Company Officer				