

# Intelligent Transportation Systems (ITS) Maintenance Scope of Services

## RFP-DOT-20-3009-KW EXHIBIT A - SCOPE OF SERVICES

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### **1 OBJECTIVE**

The Florida Department of Transportation District Three Transportation Systems Management and Operations (TSM&O) Section, hereafter known as the Department, requires maintenance services by an ITS Maintenance firm, hereafter known as the Vendor, for ITS devices and infrastructure (i.e., ITS elements) owned and operated by FDOT, hereafter known as the SYSTEM, located, DISTRICTWIDE, in the counties of Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Okaloosa, Santa Rosa, Wakulla, Walton, and Washington as well as cities therein. This SYSTEM consists of equipment on interstates and state roads that is used to monitor, manage, and control traffic including, but not limited to:

- Traffic control signal and ITS device grounding and surge protective devices,
- Conduits,
- Communications cable including fiber optic and copper cabling,
- Pull, splice, and junction boxes,
- Electrical power service assemblies,
- Solar power systems,
- Pre-stressed concrete and steel poles,
- Vehicular signal assemblies,
- Vehicle detection systems (VDS),
- Traffic controller assemblies,
- Adaptive signal control equipment
- Equipment cabinets,
- Video equipment including closed-circuit television (CCTV) cameras, and video encoders/decoders,
- Network devices including aggregation/distribution equipment, edge switches, terminal servers, Ethernet extenders, and media converters,
- Highway signing, including dynamic message signs (DMS) and electronic display signs as well as portable and arterial signs and their supports including structures,
- Camera lowering systems,
- Road weather information systems (RWIS),
- Highway advisory radios (HAR) / beacons
- Wireless communication devices,
- Connected vehicle roadside equipment
- Truck parking availability systems (TPAS)
- Wrong-way driving countermeasure systems
- Leased line communications,
- Portable and permanent emergency power generators,
- Uninterruptable power supply (UPS),

- Communications hubs and shelter equipment,
- Ancillary facilities (e.g., SunGuide<sup>®</sup> data servers and workstations),
- Environmental conditioning equipment, and
- Hardware, software, and firmware related to ITS equipment and other traffic control devices.

The SYSTEM described in this Scope of Services (SOS) shall cover all existing and future ITS elements within the geographic coverage area of district three and term defined in this agreement, hereafter known as the CONTRACT. This CONTRACT is for maintenance of ITS field elements and excludes maintenance of equipment within a transportation management center (TMC), communication hub, or equipment shelter associated with the SYSTEM. The optical patch panel within a TMC, communication hub, or equipment shelter is the demarcation of field elements.

### **1.1 Item Additions and Deletions**

During the CONTRACT period and any renewal periods, the Department shall have the right to add or delete Items (services and/or commodities) to or from this agreement by adding them to or removing them from the Price Sheet & Ordering Instructions. Any new Items added shall be at the requirements, specifications, terms, and conditions stated herein for comparable facilities, or as later stipulated by the Department, and at mutually agreed pricing accepted, in writing, by both the VENDOR and the Department. Items may be removed at the sole discretion of the Department, per the requirements, terms, and conditions herein and/or as permitted by Florida Statutes or Florida Administrative Code.

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

### 2 KEY TO ACRONYMS AND ABBREVIATIONS

ADA	Americans with Disabilities Act
APL	Approved Product List
CADD	Computer-Aided Design and Drafting
CCNA	CISCO Certified Network Associate
CCTV	Closed Circuit Television
CFR	Code of Federal Regulation
DMS	Dynamic Message Signs
EDS	Electronic Display Sign
EPA	Environmental Protection Agency
FDLE	Florida Department of Law Enforcement
	Fiber Optic Cable
HAR	Highway Advisory Radio
IMSA	International Municipal Signal Association

ITC	Intelling of The many stations Constants
	Intelligent Transportation System
	gent Transportation System Facility Management
	Lane Closure Information System
MFES	Managed Field Ethernet Switch
MIMS	Maintenance Information Management System
MOT	
MUTCD	Manual on Uniform Traffic Control Devices
NMS	Network Management System
NTP	Notice to Proceed
OEM	Original Equipment Manufacturer
OSHA	Occupational Safety and Health Administration
OTDR	Optical Time Domain Reflectometer
RTMC	Regional Transportation Management Center
SLERS	Statewide Law Enforcement Radio System
	Standard Operating Procedure
SOS	Scope of Services
SUE	Subsurface Utility Engineering
ТМС	Transportation Management Center
	Truck Parking Availability System
TWO	
UPS	Uninterruptable Power Supply
	United States of America
	Utility Accommodation Manual
	Vehicle Detection System
	-

## **3 USE OF APPROVED PRODUCTS**

The Vendor shall follow the Department's latest *Standard Specifications for Road and Bridge Construction*. The Vendor shall review the Department's latest *Approved Product List (APL), Innovative Product List (IPL),* and special provisions for devices required as part of the work and must utilize approved products.

## **4** SERVICES TO BE PROVIDED

### 4.1 Overview of Maintenance Services Required

The objective of services required under this CONTRACT is to ensure continuous (24x7x365) system operation and functionality of all components of the SYSTEM and provide locate services for all ITS equipment. The Department will assign a Project Manager/CONTRACT Manager responsible for oversight of this CONTRACT and assignment of tasks to the Vendor. References to the Department or the Department's Project Manager within this scope include the Department's Project Manager or designees.

The Vendor will be evaluated periodically based on system uptime. The Vendor will be required to perform new device and infrastructure installations as needed and as requested

by the Department; all SYSTEM support, including but not limited to scheduled, periodic, and routine maintenance; and failed or destroyed component replacement. All services shall be performed and tracked based on a Task Work Order (TWO) method as directed by the Department's Project Manager and in coordination with the Department's Operation and Construction cost centers.

The Vendor shall be on-call on a 24x7x365 basis for the duration of the CONTRACT to respond to emergency repair and/or replacement work. If a State of Emergency is declared by the Governor of Florida, the Vendor may be called upon to provide repair and replacement services associated with disaster recovery. The Vendor shall provide the Department's Project Manager with a list of telephone numbers that will always be answered by the Vendor's personnel. The Vendor shall always maintain staffing levels required by this SOS to ensure services required by the SOS under this CONTRACT are met.

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

## 4.1.1 Applicable Specifications and Standards

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

- OSHA, 29 C.F.R. Part 1910.1101, Asbestos Standard for Industry
- OSHA, 29 C.F.R. Part 1926.1101, Asbestos Standard for Construction
- EPA, 40 C.F.R. Part 61 Subpart M, National Emission Standard for Hazardous Air Pollutants (NESHAP)
- EPA, 40 C.F.R. Part 763 Subpart E, Asbestos Containing Materials in Schools
- EPA, 40 C.F.R. Part 763 Subpart G, Asbestos Worker Protection
- ADA Guidelines
- CADD Manual
- CADD Production Criteria Handbook
- Chapter 469, Florida Statue Asbestos Abatement, Florida Department of Business and Professional Regulation
- Chapter 62-257, Florida Administrative Code Asbestos Program, Florida Department of Environmental Protection
- Code of Federal Regulations
- Florida Administrative Codes
- Florida Department of Business & Professional Regulations Rules
- Florida Department of Environmental Protection Rules
- Florida Department of Transportation Basis of Estimates Manual
- Florida Department of Transportation Standard Plans for Road and Bridge Construction

- Florida Department of Transportation Instructions for Structures Related Design Standards
- Florida Department of Transportation Materials Manual
- Florida Department of Transportation Design Manual
- Florida Department of Transportation Standard Specifications for Road and Bridge Construction
- Florida Statutes
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Manual on Uniform Traffic Control Devices, Federal Highway Administration
- Standard Highway Signs Manual, Federal Highway Administration
- Florida Department of Transportation Traffic Engineering Manual
- IEEE Standard National Electrical Safety Code, 2017 Edition
- IEEE Standard NPFA 70 National Electrical Code, 2017 Edition
- Florida Department of Transportation Structures Manual
- Florida Department of Transportation Structures Design Office Temporary Design Bulletins (available on Florida Department of Transportation Structures web site only)
- Florida Department of Transportation Preferred Details (available on Florida Department of Transportation Structures web site only)

### 4.1.2 Scheduled Maintenance Services

Prepare and coordinate the frequency of standard scheduled maintenance services with the Department's Project Manager. It shall be the Vendor's responsibility to respond to maintenance requests according to the priority assigned by the Department's Project Manager. The definitions below shall be a baseline for this CONTRACT. At the discretion of the Department, the Vendor may be dispatched to any work priority deemed appropriate by the Department.

## 4.1.2.1 Scheduled Preventive Maintenance

Typical scheduled preventive maintenance includes system inspection as well as activities recommended by equipment manufacturers to be performed at periodic intervals. During the term of the CONTRACT, the Vendor will perform scheduled, periodic preventive maintenance based upon manufacturer recommendations, budget limitations, maintenance intervals requested by the Department, and as general services are authorized by the Department's Project Manager. If periodic maintenance intervals and activities are not specified by the equipment manufacturer and history, the Vendor will develop periodic maintenance intervals and activities for approval by the Department's Project Manager. All equipment maintained under this CONTRACT must receive scheduled preventive maintenance a minimum of two times each year. Scheduled preventive maintenance also includes periodic inspections and cleaning as well as documentation of these actions. The Department will work with the Vendor to develop preventive maintenance checklists to ensure that consistent, comprehensive maintenance activities are executed correctly and documented.

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

- 1. General cleaning and dust removal from equipment, cabinets, and enclosures, including air filter replacement as well as general operational checks such as operational checks of fans and other system components;
- 2. Cleaning of CCTV camera housing, including application of rain repellent, repressurization, and video feed quality verification;
- 3. Checking and servicing door locks (Cyber Keys if equipped), entry detection sensors as well as cleaning, and lubricating locks and other mechanisms;
- 4. Visually inspecting devices, cabinets, and enclosure exteriors, and checking for corrosion, punctures, graffiti, and vandalism;
- 5. Ensuring that cabinet labels and other equipment identification is affixed properly to equipment and clearly visible.
- 6. Visually inspecting equipment status light-emitting diodes, light fixtures, light bulbs and wiring;
- 7. Physical testing and inspection of grounding system, surge protective devices, connections, and cable assemblies;
- 8. Inspecting uninterruptable power supply (UPS) functionality by simulating power failure at a disconnect, inspecting UPS batteries for corrosion and/or swelling and battery replacement when necessary;
- 9. Cleaning and removal of debris;
- 10. Pest control, including placement of barriers to prevent rodent entry;
- 11. Ensuring that cabinet documentation is available within the cabinet, such as in a clear document holder or within a document drawer, and that it provides comprehensive and accurate information, including wiring diagrams, service log, and other equipment information;
- 12. Providing weed and grass control around devices and technician pads;
- 13. Performing generator inspection including operational testing and checking fuel and fluid levels;
- 14. Solar power system maintenance including cleaning solar panels and checking batteries;
- 15. Inspecting, adjusting, and general maintenance of antennas and mounting hardware; and
- 16. Adjusting, calibrating, and maintaining vehicle detection systems, including, but not limited to:
  - a. Inductive loop detection systems
  - b. Microwave vehicle detection systems
  - c. Video vehicle detections systems
  - d. Wireless magnetometer detection systems
  - e. Automatic vehicle identification systems
- 17. Performing tree trimming, clearing, and grubbing to maintain clear line of sight for signs, signals, CCTV, and other ITS equipment.

### 4.1.2.1.1 Device Site Deficiencies

If the Vendor encounters minor and/or major device deficiencies while performing preventive maintenance services as outlined above, the Vendor shall correct such deficiencies during the preventive maintenance site visit whenever possible.

The Department considers minor deficiencies to be items including, but not limited to, an unplugged device cable, tripped circuit breaker, failed fuse, or loose connector. The Department considers major deficiencies to be items including, but not limited to, a non-functional device site with damaged equipment, components exposed to weather, exposed power cabling, or items constituting a safety hazard. The Vendor shall immediately contact the Department's Project Manager to report major deficiencies.

### 4.1.2.2 Non-Scheduled Maintenance and Repairs

Non-scheduled maintenance includes reactive maintenance, replacements, and diagnostic work necessary to correct deficiencies and keep the SYSTEM operational. This work is not scheduled but is often generated by failures caused by acts of God, construction, age, or accidents. Non-scheduled maintenance may include, but is not limited to:

- 1. Field repair or replacement of ancillary parts or equipment for any SYSTEM device;
- 2. Resetting DMSs;
- 3. Resetting and focusing CCTV lenses;
- 4. Resetting VDS controllers;
- 5. Configuring or repairing the communications network, including switches and terminal servers;
- 6. Configuring or repairing CCTV video transmission equipment, including encoders and decoders;
- 7. Testing fiber optic cable (FOC) for optical budget requirements; and
- 8. Repairing damage.

If the cause of a failure is unknown, the Department may have the Vendor perform diagnostic work as required to determine the cause of the failure.

### 4.1.3 Diagnostic and Troubleshooting Services

The Vendor will be required to provide diagnostic and troubleshooting services when equipment is inoperable and field troubleshooting is needed to identify the problem. When possible, the Vendor shall perform minor repairs following diagnosis. The Vendor must document troubleshooting and repair activities and services performed at the site. Major repairs require approval by the Department's Project Manager before additional service can be performed.

If the Vendor detects a device or site that exhibits repetitive failures or requires an on/off/on power cycle in order to maintain operation, it shall be the responsibility of the Vendor to

notify the Department's Project Manager, contact the equipment manufacturer, and recommend corrective action to the Department's Project Manager. It is the responsibility of the Vendor to service equipment and restore SYSTEM components to a 100 percent functional status and ensure all devices are online. The Vendor is responsible for all troubleshooting and repair of SYSTEM devices. The Department's Project Manager may provide Department staff and resources to assist the Vendor with troubleshooting and repair.

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

The Vendor, through diagnostic service, shall investigate the cause for the failure of equipment and determine if the failure is related to a storm event, materials or workmanship, supplied power, leased communications, electrical and/or mechanical components, hardware or software, or other failures. The diagnostic results shall define the type of repair needed to restore the device(s) to 100 percent functional status. The Vendor shall investigate whether failures are covered under existing equipment warranties. If the diagnosis indicates the need for repairs or parts replacement, the Vendor shall follow the procedures established between the Vendor and the Department's Project Manager under this CONTRACT.

## 4.1.4 **Repair Services**

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

The Vendor is required to assure the Department that warranties are not voided by Vendor repair services or other actions of the Vendor at any point during the CONTRACT. The Vendor must track warranty status of equipment maintained as part of the SYSTEM and notify the Department's Project Manager of upcoming warranty expirations at least one month prior to the warranty expiration. The Vendor shall notify the Department's Project Manager of upcoming warranty, permit expiration, or replace the device.

### 4.1.4.1 Field Site Repair

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

#### 1. Minor Repair

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

Minor repairs are generally considered to be repairs that require less than 4 hours of onsite labor and less than \$5,000 in material.

2. Major Repair

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

For all major repairs, the Vendor shall contact the Department's Project Manager to report field findings and receive instruction and authorization for related work. Depending on the criticality of the repair and nature of the device site or component malfunction or failure, the Department may issue initial verbal authorization to the Vendor for diagnostic services to expedite the repair process. Verbal authorizations will be followed by written authorizations as necessary and as time allows. The Vendor shall prepare and submit a diagnostic report, including damage assessment, cost estimates, and recommendations for repair. The Vendor shall not make major repairs prior to issuance of a TWO covering specific corrective actions necessary

for restoration. If an immediate repair order is needed, the Department's Project Manager may issue a pre-approved, limited amount TWO to start the work. The Vendor must receive approval prior to executing this TWO. The Vendor must document any verbal approvals issued for service/repair orders including the date, time, reason, and the name of the Department's Project Manager who issued and approved the work order.

Major repairs are generally considered to be repairs that require more than 4 hours of onsite labor and more than \$5,000 in material.

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

3. Warranty Repair

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

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

### 4.1.4.2 Repairs using Spare Parts

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

- CCTV cameras;
- Camera lowering devices;
- DMS display modules;
- Power supplies;
- Batteries;
- Media converters;
- Switches;
- Detectors;

- UPS;
- Surge protective devices;
- MVDS and components;
- RWIS and components;
- Controllers;
- MFES;
- Concrete poles;
- Equipment cabinets; and
- Solar panels and components.

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

### 4.1.4.3 Equipment Replacement

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

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

## 4.1.4.4 Miscellaneous Work

The Vendor shall be responsible for accommodating miscellaneous work as necessary and directed by the Department Project manager. This work can include deployment, security, maintenance, and re-fueling of Department owned portable generators during power outages. The Vendor shall deploy the portable generators on an as needed basis and as directed by the Department. Typical reasons for deployments include loss of power service to a critical device, loss of power to hub location or a master cabinet that acts as an

aggregate point for a group of devices, loss of power to single or multiple locations due to vandalism, hurricane, and other acts of nature. The Vendor shall deploy, fuel, and maintain back-up generator(s) to ensure that the system is operational until utility power is restored. If the Vendor determines that a major system is down as the result of a utility outage, the Vendor shall immediately notify the Department's Project Manager. The Vendor shall coordinate and fully cooperate with all utility owners during diagnosis and restoration of utility services. The Vendor shall deploy generators as necessary to maintain communication links and keep devices operational until utility power is restored. The Vendor is responsible for fueling generators until power is restored. It shall be the responsibility of the Vendor to secure the generator at the site to prevent theft. The Vendor shall be responsible to the Department for replacement of units lost to theft or vandalism at the Vendor's storage area or during deployment. The Vendor shall be responsible for maintaining the generators according to the manufacturer's operating manual.

The Vendor shall also be responsible for maintenance and re-fueling of Department owned permanent generators. The Department will reimburse the Vendor for generator fuel costs for portable and permanent mount generators used for declared emergencies or documented power outages greater than 4 hours in duration.

## 4.1.5 Emergency Repair Services

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

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

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

- 1. Device location, type, model, and serial and control number;
- 2. Date and time of incident;
- 3. Cause of failure and name of person reporting failure;
- 4. Site needs analysis and digital photo documentation;
- 5. Immediate repairs and corrective actions taken, including temporary repairs and repair cost breakdown; and

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

The Department's Project Manager shall establish time frames for emergency repair documentation to be delivered to the Department depending on the severity of the emergency. This documentation is incidental to the work.

### 4.1.6 Equipment Logs

The Vendor is required to clearly document equipment and activities performed at each ITS device location. The Vendor must maintain equipment logs that document preventive scheduled maintenance and repair services, including repair logs, parts replacement, special notes, recommendations, and equipment warranty records. Device records must include, but are not limited to:

- 1. Device location, number, and type;
- 2. Model and serial number;
- 3. Firmware version;
- 4. Manufacturer;
- 5. Date, time, and description of failure;
- 6. Report of failure source;
- 7. Response details including arrival time, site conditions, and actions taken;
- 8. Resolution details with documentation;
- 9. Spare part used to include type, model, serial, and control number; and
- 10. Replacement part notes and repair actions.

The Vendor must maintain a logbook within each equipment cabinet for technician notes as well detailed electronic logs within a central recordkeeping system accessible by the Vendor and the Department.

### 4.1.7 Monthly Contract Administration

Monthly Contract Administration is to cover Management, Preventative Maintenance Services, Power bill processing and Mobilization.

### 4.2 Control of Materials

The Vendor shall maintain and store the Department's SYSTEM equipment and spare parts in locations approved by the Department's Project Manager. Storage locations shall be marked specifically for this CONTRACT and shall not be used for any other purposes. Storage of parts or equipment outside approved storage areas must be authorized in writing by the Department's Project Manager. The inventory shall contain, but not be limited to, at a minimum:

- 1. Manufacturer;
- 2. Model number;

- 3. Descriptive name;
- 4. SunGuide name;
- 5. APL number;
- 6. Manufacturer serial number;
- 7. Current location; and
- 8. Condition (new, used or damaged).

The Department reserves the right to store devices and/or parts at multiple independent storage areas within District Three. The Vendor is responsible for picking up parts as needed from designated approved storage areas and adhering to response times required under the terms of this CONTRACT.

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

### 4.2.1 Device Inventory

The Vendor shall maintain and have readily available an up-to-date inventory of all the Department's equipment that the Vendor is responsible to maintain and all spare parts and devices in the Vendor's or Department's possession. The Vendor must keep inventory and system information current in District Three asset management systems, including the Maintenance Information Management System (MIMS) and the ITS Facility Management System (ITSFM). The Vendor must be able to produce individual devices shown on the inventory of an approved storage location within 15 minutes of request or restock the storage location with a new device at no cost to the Department.

### 4.2.1.1 Existing Field Site Device Inventory

The Vendor shall maintain and have readily available an up-to-date inventory of all the Department's equipment and parts that are under the Vendor's supervision. The inventory shall be submitted to the Department's Project Manager and shall continually be updated monthly to reflect any and all changes to the equipment inventory.

The inventory shall contain, but not be limited to:

- 1. Manufacturer;
- 2. Model number;
- 3. Descriptive name;
- 4. Manufacturer serial number;
- 5. Current location and condition (new, used or damaged);
- 6. If the equipment is a spare;
- 7. The site where it belongs and type of site (CCTV, DMS, etc.), if applicable;
- 8. Location of site, if applicable;
- 9. Date of purchase;

- 10. Date of repair;
- 11. Date when scrapped;
- 12. SunGuide Name, if applicable;
- 13. Warranty status; and
- 14. APL number, if applicable

The Vendor shall be responsible for the inventory of all existing and future ITS devices in District Three.

### 4.2.2 Inventory Database/Facilities Management System

The Department is using the ITSFM system to support the long-term ITS asset and configuration management needs of the ITS Program statewide. The ITSFM system compiles SYSTEM asset information in a single, web-accessible repository, allowing the Department to collectively manage the entire system in a coordinated manner. The Central Office hosts and provides the ITSFM system to the Districts and other regional partners.

The Vendor shall use the ITSFM system for inventory and facilities management purposes. The Vendor will be responsible for the operations and maintenance of ITSFM system data used to inventory the SYSTEM field equipment including, but not limited to, outside plant cabling, duct, splice points, terminations, field devices, and other field installed assets. The Vendor shall document as-built information about the SYSTEM and work performed under this CONTRACT. The Vendor shall monitor District interstate and arterial construction projects as directed by the Department in order to modify/update the ITSFM database. The Vendor shall document as-built information about the SYSTEM and work performed under this CONTRACT.

The information contained within the ITSFM system is confidential material; therefore, the Vendor must ensure that Vendor staff working under this CONTRACT has passed the Florida Department of Law Enforcement (FDLE) background check so the Department can issue user login credentials to the ITSFM system. The Department will provide user training on the ITSFM system and assign appropriate login credentials to Vendor staff that successfully complete training.

The Vendor shall ensure all staff who require access to ITSFM receive ITSFM maintainerlevel training within one (1) month of their start date. All ITSFM-related training expenses, including staff labor cost, shall be the Vendor's responsibility.

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

The Vendor shall provide the resources required to populate the database and routinely update the database as maintenance work changes the inventory and configuration. Information populated in the ITSFM system shall follow and meet the current requirements for As-Built Documentation in the Department's Standard Specifications and the ITSFM Functional Requirements for the District Three District-wide Implementation.

## 4.2.3 Utility Account Services

The Vendor shall be responsible for managing utility accounts and processing utility payments associated with the SYSTEM. The Vendor must pay electrical power invoices for the SYSTEM except for the RTMC and microwave tower shelters. Total SYSTEM utility costs must be passed through to the Department in the Vendor's monthly invoice without mark-ups. Submit copies of all monthly power bills and payments made to utility service providers to the Department along with the total SYSTEM utility cost for reimbursement.

## 4.2.4 Locating Services

The Vendor shall be responsible for locating and designating existing and future subsurface utilities associated with the SYSTEM. Cost to repair or replace underground facilities damaged as a result of incorrect locates shall be the responsibility of the Vendor. The Vendor must register with the Sunshine 811 System within 30 days of CONTRACT execution and is responsible for any fee(s) required to become a member. The Vendor shall be responsible for evaluating all locate tickets within the geographic area defined in this CONTRACT and shall be responsible for locating all Department owned communications infrastructure including, but not limited to, fiber optic cable and electrical conductors within the SYSTEM. Billing and payment for locates must be based on hourly technician rates, which include administrative costs associated with ticket review and processing in the 811 call ticket database. All locate requests must be individually tracked and documented. The Vendor will be required to locate all SYSTEM facilities under this CONTRACT and document their findings within plan sets or another method approved by the Department's Project Manager.

## 4.2.4.1 Underground Location and Verification Service

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

## 4.2.4.2 Utility Coordination

The Vendor shall fully cooperate with all utility owners during construction, installation or repair associated with this CONTRACT. The Vendor shall call the Sunshine 811 System a minimum of 48 hours and a maximum of 96 hours before any excavation work. The Vendor shall furnish and install all equipment and materials and perform all work in

accordance with all applicable utility owner standards and procedures. The Vendor is responsible for ascertaining the exact location of all utilities prior to beginning work in an area. Utility locations shown on Department plans are approximate and may not include all utilities.

The Vendor shall be responsible for the coordination and meeting with all utility companies having overhead or underground facilities in proximity with the Vendor's installation.

Utility coordination work is incidental to other work being performed.

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

The Vendor shall review design and construction plans, as directed by the Department's Project Manager, for adherence to SYSTEM standards and to ensure the plans reflect an ITS design that is maintainable and compatible with the existing system and devices. The review of plans may include any projects within District Three, especially those projects which add devices to the District Three ITS Maintenance CONTRACT or impact any existing or proposed ITS devices.

District Three ITS Fiber and SYSTEM Designation Services:

- Utility location and verification services shall be provided during the development of the construction and design plans.
- At a minimum, identify the location and provide properly formatted support documentation of existing SYSTEM infrastructure, as required by the Department.
- Designate the location of the SYSTEM infrastructure, including the fiber laterals, by a method approved by the Department and as detailed in the Utility Accommodation Manual (UAM).

Plans Review for Adherence to Department Standards:

- At a minimum, provide review comments regarding device placement, cabinet layout, power systems, maintainability, compatibility, and the overall concept of design.
- Comments shall be provided in a format acceptable to the Department.

An estimate of the work effort required must be approved by the Department's Project Manager prior to work being done. Hours will be negotiated prior to issuing a TWO and paid at the hourly billing rates established in the CONTRACT Price Proposal Form.

### 4.3 General requirements for execution of work

The Vendor is responsible for all labor, materials, and incidentals required to execute and complete the requirements of this CONTRACT including, but not limited to, the following:

- 1. Project management and contract administration;
- 2. Communications and coordination between the Department and the Vendor;
- 3. Communications and coordination with other contractors and vendors;
- 4. Personnel requirements;
- 5. Invoicing;
- 6. Training and certification;
- 7. Project documentation and recordkeeping;
- 8. Reports;
- 9. TWO requirements for payment of services;
- 10. Status meetings, including meeting minutes and agendas;
- 11. Utility locate administration;
- 12. Preventive maintenance and routine maintenance;
- 13. Minor and major repairs and parts replacement (including warranties and replacement parts);
- 14. Material and equipment requirements;
- 15. Utility coordination for network and/utility services;
- 16. Inventory and Asset Management Services;
- 17. Mobilization and MOT Services;
- 18. Special Project services
- 19. Emergency power services; and
- 20. Disaster reporting.

Device failures can be described as emergency, priority, and routine. Each failure type has specific requirements for acknowledgement and response times depending on the severity and extent that the failure impacts the operation of the SYSTEM. Liquidated damages shall be assessed for failure to acknowledge or respond to device failures as described in the CONTRACT. The Vendor shall fully cooperate with all utility owners during activities such as, but not limited to, construction, installation, or repair associated with this CONTRACT. The Vendor shall call Sunshine 811 a minimum of 48 hours and a maximum of 96 hours before any excavation work requiring locate services from member operators of Sunshine 811.

The Vendor shall furnish and install all equipment and materials and perform all work in accordance with all applicable standards and procedures. The Vendor is responsible for ascertaining the exact location of all utilities prior to beginning work in an area. Utility locations as shown on Department plans are approximate and may not include all utilities. If any utility damages are incurred as a result of Vendor's operations, it shall be the Vendor's sole responsibility to repair such damages or bear the cost of repairs performed by others.

The Vendor shall be responsible for coordinating and meeting with all utility companies having overhead or underground facilities in proximity with work performed under this

CONTRACT. The Vendor shall be responsible for determining and performing any needed SUE work.

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

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

The damage report by the Vendor shall be per site and include all devices connected to the cabinet location. The Vendor's report shall include an Executive Summary and a Cost Summary including all parts necessary to re-establish the system in working order. The Department's Project Manager shall establish time frames for damage reports to be delivered to the Department depending on the severity of the disaster.

The Vendor shall use equipment and materials approved by the Department for use within the SYSTEM. Submit all proposed equipment and materials to the Department's Project Manager for review and approval prior to installation.

The existing SYSTEM includes Corning fiber cabling solutions with a Corning NPI 25-year system warranty. The Vendor must ensure that all work on the fiber optic communication infrastructure is performed by a member of the Corning Network of Preferred Installers (NPI) program in a manner that maintains existing warranties on the fiber optic network.

## 4.3.1 Scheduling and Execution of Work

All work shall be scheduled with and approved by the Department's Project Manager. The Vendor shall work with the Department's Project Manager under this CONTRACT to establish normally scheduled activities. Work not covered under the scope of agreed upon scheduled activities must be expressly authorized by the Department's Project Manager.

The Vendor will be required to perform new field device and infrastructure installations, all SYSTEM support, routine and preventive maintenance, and failed or destroyed component replacement as needed by the Department. All services will be performed on a Task Work Order (TWO) basis.

The Department will issue TWOs to authorize the Vendor to work on any and all services on a system directed by the Department. Work estimates will be prepared by the Vendor for all TWOs and submitted to the Department's Project Manager for review and approval. Work estimates will include, at a minimum: personnel, equipment and/or resources, documentation of work to be performed, travel requirements if outside the CONTRACT area, itemized cost breakdown, and work schedule. No work will be undertaken by the Vendor unless it has been authorized in writing from the Department. Each TWO issued by the Department's Project Manager will serve as a formal notice-to-proceed and may include an effective time period for the TWO being issued.

## 4.3.2 Mobilization

Work under this CONTRACT will require movement of personnel, equipment, supplies, and incidentals. All preparatory work and operations for beginning work, including movement of personnel, equipment, supplies, and other incidentals for a project (one work order), must be authorized by the Department's Project Manager. Because of the unique nature of this CONTRACT and the work specified herein, mobilization may be paid according to a work level assigned by the Department's Project Manager as needed on a case-by-case basis.

Work level will be determined according to the following criteria:

Level 2: This level is for minor and major repairs that cannot be remedied using one technician and vehicle during a normal preventive maintenance visit. Level 2 work may include, but is not limited to: conduit and pull box installation, cabinet installation, pole installation, and other operations requiring more than one vehicle. This level is inclusive of the services described in Level 1 and may include up to four technicians and vehicles as approved by the Department.

Level 3: This level is for major repairs and emergency work that requires more than four technicians and vehicles or requires additional specialty equipment and other unique resources.

## 4.3.3 Maintenance of Traffic

MOT shall include the planning, furnishing, installing, maintaining, and removing of traffic control and safety devices. The need for lane closures shall be determined on a case-by-case basis as requested by the Vendor. Any request for a planned lane closure shall be submitted to the Department's Project Manager two weeks in advance of the proposed lane(s) closure. The Vendor will be given a notification list by the Department containing all contacts that shall be notified of the lane(s) closure by the Vendor. The Vendor shall coordinate MOT activity with regional transportation management center (RTMC) operations and any other governing operations center.

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

For all critical failures during the Department's regular business hours (8:00 AM to 5:00 PM CT), the Vendor shall seek approvals from the Department's Project Manager prior to performing any work. The Vendor shall deploy emergency MOT immediately to provide failure repair services for any failures deemed necessary by the Department. The Vendor will be given a notification list by the Department containing all contacts that shall be notified of lane closures.

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

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

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

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

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

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

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

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

### **4.3.3.1** Compensation for Maintenance of Traffic Services

The Vendor shall determine the appropriate level of MOT based upon Department requirements and from the criteria outlined above for all services and submit it to the Department for review and approval.

### 4.3.4 Warranty for Vendor Services and Materials

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

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

The Vendor agrees that each job assignment performed will be reviewed and approved by the Vendor's Project Manager before the Department's Project Manager is requested to approve and process invoices for payment.

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

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

The Vendor shall assure the Department that device equipment manufacturer warranties are not voided by repair services or other actions of the Vendor during the CONTRACT. If a device warranty expires, the Vendor shall notify the Department's Project Manager for the option to renew and or replace the device if the unit is non-functional.

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

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

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

A representative of the Department will inventory all Department owned resources annually. In the event Department owned resources have been lost, stolen, or damaged, and had been in exclusive possession and control of the Vendor, the Vendor will replace the Department owned resources before the end of the calendar year when the item(s) was known to be lost, stolen, or damaged at no additional cost to the Department. If the item is not directly replaceable due to non-availability of identical models, the Vendor will replace the item with a functionally equal or better item, at no additional cost to the Department, or directly compensate the Department. The risk of loss to any equipment being repaired or replaced shall be the responsibility of the Vendor having possession or control of the equipment at the time of the loss.

### 4.3.6 Use of Subcontractor(s)

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

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

## 4.4.1 Standard Hours of Operation

The Vendor shall have maintenance personnel available 24x7x365 including nights, weekends, and holidays. However, Department business hours of operation are Monday through Friday from 8:00 a.m. – 5:00 p.m. The Department's offices are closed at 5:00 p.m. on weekdays, and all-day during holidays and weekends.

The Department may have special designated holidays. If a holiday falls on a Saturday, the preceding Friday is an observed holiday. If a holiday falls on a Sunday, then the following Monday is an observed holiday.

## 4.4.2 **On-call Responsibilities**

The Vendor shall provide on-call staff 24x7 during the CONTRACT period. On-call staff assignments shall be coordinated with the Department's Project Manager and clearly communicated to staff responsible for RTMC operation. Qualified maintenance staff shall always be on-call during weekends and statutory state holidays and for the term of this CONTRACT to respond to calls and issues. The Vendor may be required to perform repairs and maintenance outside of normal business hours.

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

### 4.4.3 **Response Times**

The response times below require that qualified Vendor staff with appropriate equipment, tools, and available parts be on-site and ready for work.

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

Work Priority	Description
EMERGENCY	Any SYSTEM infrastructure item that is in a condition that is unsafe and/or may present a life-threatening condition, such as structural failure or potential structure failure due to incident or weather damage, system-wide outage, DMS message being stuck on a sign, fiber cuts, electrical risks, or potential fire risks. Also included is any other response deemed an emergency by the Department's Project Manager.
URGENT	Any SYSTEM component that results in more than one device being down or unusable by the TMC or creates the potential for a system-wide outage. Also included is any other response deemed urgent by the Department's Project Manager.
PRIORITY	Any SYSTEM infrastructure or component service request for general service or installation as deemed a priority by the Department's Project Manager.
ROUTINE	Requests for a specific preventive maintenance service visit and all other calls.
Work Priority	Response Time
EMERGENCY	En-route in 1 hour (24x7x365)
URGENT	En-route in 3 hours (24x7x365)
PRIORITY	En-route in 6 Hours (24x7x365)
ROUTINE	Next Business Day (FDOT Holidays Excluded)

Response times shall be determined by work priority as defined below.

## 4.5 Security and Safety Requirements

The Vendor shall always utilize proper safety measures to ensure the proper protection of persons and property.

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

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

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

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

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

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

If any deficiency may cause harm to life or property, or violate any rules or regulations such as, but not limited to, Americans with Disabilities Act, OSHA, or otherwise contained herein, the Department may take immediate corrective action(s), and the Vendor shall be responsible for the burden of any associated direct and/or indirect costs.

### 4.6 License and Insurance Qualifications

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

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

All records, insurance, and licenses must be current. The Vendor must provide the Department's Project Manager with evidence of current records, insurance, and licenses and copies must be kept on file in the RTMC for the duration of this CONTRACT and all renewals.

The Vendor shall be required to submit proof of the following licenses and certifications:

- Low and High Voltage Electrical Contracting License
- Network Certifications (e.g., CCNA)
- MOT Certifications
- Fiber Optic Cable Certification

### 4.7 Location of the Work (Districtwide)

The Vendor shall be responsible for maintenance of all existing, under-construction, and future Department owned, and operated SYSTEMS located in the following counties:

• Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Okaloosa, Santa Rosa, Wakulla, Walton, and Washington Counties.

## 4.7.1 Field Sites

The Vendor shall provide maintenance services for components of the SYSTEM located at existing and future field sites throughout the geographic coverage area of the CONTRACT.

### 4.8 Required Qualifications

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

### 4.8.1 Staffing Requirements

Support of the SYSTEM will require a multi-disciplinary team. The following areas of expertise are the minimum necessary to successfully fulfill the obligations of this CONTRACT. Subcontractors submitted with the response are allowed with same security requirements as the prime.

- Project management / administration;
- Electrical trades;
- Electronic and electro-mechanical component diagnostics, troubleshooting, and repair;
- Computer hardware troubleshooting and repair;
- Local area network and wide area network design, operation, and maintenance;
- Ethernet, serial, and wireless communications;
- Networking and network protocols, including switching, routing, VLANs, OSPF, PIM, SNMP, IGMP, IGRP, DVMRP, DNS, etc.;
- Computer applications / database management;
- Analog and digital video transmission;
- Fiber optic network configuration and administration;
- FOC termination, splicing, testing, and management;
- Installation, configuration, troubleshooting, and maintenance of analog and digital video equipment, network devices, DMSs, HAR systems, RWIS, and vehicle detection systems (VDS);

- Programming and operation of traffic controllers;
- Installation and maintenance of signal devices and signal systems;
- Grounding and surge protection systems and related equipment;
- Configuration management;
- Security devices for SYSTEM installations;
- Installation of ITS poles and structural supports according to Department procedures; and
- MOT.

The Vendor shall always maintain the required staff levels to respond to all requirements of this CONTRACT during the term of the CONTRACT. The Vendor shall develop a staffing plan indicating how scheduled and unscheduled absences will be covered, and the expected activities of each proposed staff member. The Vendor shall provide suitable replacement staff during scheduled and unscheduled absences of primary staff.

The Department will conduct Vendor performance reviews on an annual basis. When deficiencies are identified with Vendor employees assigned to the CONTRACT, the Vendor will immediately implement remedial action. Remedial actions may include further training of the employee (at no additional cost to the Department), subdivision or reassignment of the employee, addition of staff, and removal of the employee from the CONTRACT. All Vendor employees working on this CONTRACT are understood to be working under the direction and at the will of the Department's Project Manager.

## 4.8.1.1 Maintenance Staff Location and Availability

Vendor staff whose primary function is performing work associated with this CONTRACT shall be located within the geographic coverage area designated by the Department (unless otherwise approved by the Department's Project Manager) and available to meet response times and performance expectations of the CONTRACT. The Vendor shall supply additional skilled staff from other locations, as requested by the Department. The Department may provide work space at Department locations within the geographic coverage area at no cost. The Vendor must coordinate staff locations and schedules with the Department's Project Manager.

### 4.8.1.2 **Position Descriptions**

The Vendor-provided maintenance staff shall have the following minimum qualifications. The Vendor and Department shall have the ability to add staff that is not defined herein, at any time under the term of this CONTRACT, upon mutual consent and as project needs change.

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

### ITS Project Manager

The Vendor shall designate an ITS Project Manager who shall respond to all authorizations for services to the SYSTEM under this CONTRACT. The Vendor's ITS Project Manager shall be responsible for all work necessary to provide for the general management, oversight, quality control, and administration of all CONTRACT activities and support personnel. The Vendor's ITS Project Manager ensures that the requirements of the CONTRACT are always met daily. The ITS Project Manager is responsible for ensuring and updating that maintenance activities supporting the SYSTEM are in accordance with this CONTRACT, Standard Operating Procedures (SOP), protocols, and policies.

Vendor ITS Project Manager responsibilities include, but are not limited to, the following:

- Provide oversight of all work performed under this CONTRACT;
- Follow direction set by the Department's Project Manager;
- Perform project-related assignments to include the planning, organizing, and developing of complicated tasks as assigned by the Department;
- Direct oversight of project professionals and staff;
- Direct training and indoctrination of workers to improve performance and acquaint workers with CONTRACT requirements, policies, and procedures;
- Recommend changes, review progress, and approve work products for the Maintenance Program;
- Recommend ITS equipment specifications and assist in developing operating procedures for ITS devices;
- Requisition tools, spare parts, equipment, and supplies required for maintenance operations;
- Train assigned staff in proper work methods and techniques and in the set up and use of equipment;
- Monitor allocated budget for spare parts and supplies and manage spare parts consumption and usage to ensure that budget levels are met;
- Track project budget, inventory, and tasks assigned, and provide monthly updates, status of work, and cost summaries;
- Prepare and submit monthly invoices by tenth working day, progress reports and other documents by fifth working day of the month;
- Provide sufficient staff and resources for all tasks and activities throughout the duration of the CONTRACT;
- Ensure that maintenance staff have the required qualifications and background check documentation before being employed by the Vendor;
- Meet on a bi-weekly basis with the Department's Project Manager to review and discuss tasks completed during the previous week, task assignments for the current week, and two-week "look ahead" schedule;
- Provide summary minutes within one week after each meeting for review and approval by the Department;

- Coordinate activities of workers repairing, upgrading, modifying, or installing equipment or systems;
- Coordinate maintenance and repair activities with Department Project Manager as well as RTMC operations and network administrators;
- Interact with the Department's staff managers and consultants to review issues pertaining to equipment or systems performance and status;
- Monitor construction activities as it pertains to the system;
- Monitor specifications during change review and comment sessions;
- Monitor and report on all warranty issues;
- Identify and recommend improvement opportunities;
- Coordinate with all stakeholders;
- Provide input and oversight on construction and CEI activities as requested by the Department on projects impacting the SYSTEM;
- Attend meetings as directed by the Department to ongoing phase(s) of ITS construction meeting, utility coordination meeting, and others as directed; and
- Perform other tasks as assigned by the Department.

This position requires:

- A minimum of five (5) years of project management experience.
- Minimum of a Bachelor's degree in a related field from an accredited four-year college or university.
- Education/experience that demonstrates the ability to perform duties comparable to those listed here.

The Vendor ITS Project Manager must have the following knowledge, skills, and abilities:

- Knowledge of TSM&O and ITS Maintenance concepts, including familiarity with ITS elements, SunGuide<sup>®</sup> software, and development of SOPs.
- Knowledge of ITS and traffic management principles.
- Knowledge of incident management principles.
- Knowledge of key management concepts.
- Knowledge of 511/ FL-ATIS.
- Knowledge of arterial management and Integrated Corridor Management.
- Knowledge of networking and network terminology.
- Skilled in management, planning, budgeting, staffing, and interpersonal relationships.
- Good interpersonal skills.
- Ability to communicate complex issues in plain language verbally and in writing.
- Ability to communicate technical information and clearly describe events.
- Skilled in the use of Microsoft Windows operating systems and applications.
- Ability to write technical reports and correspondence.
- Ability to coordinate realtime activities and priorities.
- Ability to communicate efficiently and effectively, and
- Ability to safely operate Vendor-provided vehicle and possesses active driver license.

#### Coordinator/Administrative Assistant

The Coordinator/Administrative Assistant position is responsible for supporting the Vendor's maintenance staff and Department's Project Manager on day-to-day business matters regarding maintenance services and utility locate coordination. The Coordinator/Administrative Assistant shall possess, but not be limited, to the following qualifications:

- Supplies administrative support services to the maintenance staff and assumes the role as an administrative liaison with internal and/or external sources;
- Maintain continued knowledge of Department document retention and security.
- Performs routine clerical support tasks according to well-established procedures. Examples of work performed may include photocopying, filing, posting or proofing data;
- Work performed may also include assisting Vendor ITS Project Manager with composing routine correspondence, preparing routine reports, scheduling meetings or appointments, screening and directing incoming calls, providing information, maintaining files, or transcribing dictation;
- Prepares documents using Microsoft<sup>©</sup> applications; formats, proofs, edits for errors;
- Assists Vendor ITS Project Manager on the data entry of the inventory tracking database; and
- Performs other tasks as assigned by the Department.

This position requires:

- A minimum of two (2) years of administrative assistance experience.
- Minimum of a high school diploma.

The Vendor Coordinator/Administrative Assistant must have the following knowledge, skills, and abilities:

- Knowledge and understanding of office principles.
- Knowledge of TSM&O and ITS Maintenance concepts.
- Skilled with good interpersonal skills.
- Ability to work alternate work schedules.
- Skilled in the use of Microsoft Windows operating systems and applications
- Ability to write project documents (e.g., meeting minutes, reports) and maintain project files.
- Ability to coordinate activities and monitor priorities.
- Proficiency with office-related equipment.
- Good interpersonal skills.
- Ability to communicate efficiently and effectively in plain language, and in writing, and
- Ability to safely operate Vendor-provided vehicle and possesses active driver license.

ITS Maintenance Technician(s)

The ITS Maintenance Technician shall be responsible for installing, maintaining, and repairing ITS devices; assisting in the ITS design review and the development of SOP; and performing a variety of technical tasks related to their assigned area of responsibility. The ITS Maintenance Technician shall receive general supervision from the Vendor's ITS Project Manager and Department's Project Manager. The technician shall document all work performed on all site conditions and daily activities. ITS Maintenance Technicians must have a Traffic Signal Technician Level I certification from the International Municipal Signal Association (IMSA).

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

- Installs and maintains all associated SYSTEM devices;
- Troubleshoots malfunctions;
- Isolates defects and repairs devices and equipment on high-speed, high-volume roads and freeways;
- Verifies proper device and system operation; conducts inspections and periodic preventive maintenance;
- Monitors SYSTEM device operation using a laptop computer in the field or a desktop computer in the TMC; uses SYSTEM software, both proprietary and nonproprietary; recommends and safely completes appropriate changes for effective SYSTEM operation;
- Performs repair, removal, and replacement of poles, cabinets, controllers, and other equipment; repairs conduit and pull wires and cable, as needed; performs emergency repairs as needed;
- Modifies or updates existing SYSTEM devices and equipment to improve traffic flow;
- Reads diagrams, plan sets, manuals, and specifications for new installations and continual maintenance of SYSTEM devices; makes corrections to schematics and plan sets;
- Performs field and bench testing procedures on a variety of SYSTEM equipment; tests, troubleshoots, and repairs SYSTEM equipment to component level of micro processing systems; maintains and services a variety of test and repair equipment;
- Coordinates maintenance and repairs with RTMC operations and network administrators;
- Maintains information in ITSFM system;
- Documents work performed on all SYSTEM devices and daily activities; and
- Performs other tasks as assigned by the Department.

This position requires:

- A minimum of five (5) years of maintenance technician experience.
- Minimum of a high school diploma. An Associate degree in a related field from an accredited two or four-year college or university is preferred.

- IMSA Traffic Signal Technician Level I certification (within 6 months of start of work).
- ITSFM Maintainer certification (within 6 months of start of work).

The Vendor ITS Maintenance Technician must have the following knowledge, skills, and abilities:

- Knowledge of TSM&O and ITS Maintenance concepts;
- Knowledge and understanding of ITS protocols and device configuration;
- Ability to clearly communicate technical information in understandable terms;
- Ability to work alternate work schedules and be on-call 24 hours/day;
- Ability to write technical reports and correspondence;
- Skilled in the use of SunGuide<sup>®</sup> software;
- Skilled in troubleshooting field devices;
- Ability to document field work and activities;
- Ability to install and connect new devices into the existing SYSTEM;
- Ability to maintain and troubleshoot the SYSTEM network and ITS elements;
- Ability to maintain SYSTEM availability;
- Ability to extract, review, and assess reports from SunGuide<sup>®</sup> and other operational monitoring systems;
- Ability to provide support for ITS Network Managers upon request;
- Skilled in the use of Microsoft Windows operating systems and applications;
- Proficient in networking systems and protocols;
- Proficient in IP addressing and TCP/IP networking;
- Proficient in IP based video distribution;
- Ability to work with numerous network device manufacturers;
- Proficient in outside plant fiber optic cable systems;
- Ability to use hand and power tools;
- Analytical skills;
- Ability to read and understand SYSTEM plans including device installation details, splicing diagrams, and other information;
- Ability to follow directions and work in adverse outdoor environmental conditions.
- Ability to safely operate Vendor-provided vehicle and possesses active driver license; and
- Good interpersonal skills.

### Electrician(s)

The SYSTEM Maintenance Electrician shall be responsible for installing, maintaining, and repairing electrical SYSTEM devices; assisting in SYSTEM design review and the development of SOPs; and performing a variety of technical tasks related to their assigned area of responsibility. The Electrician shall receive general supervision from the Vendor's ITS Project Manager and Department's Project Manager. The electrician shall document and photograph the work performed on all site conditions and daily activities.

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

- Directs and participates in all SYSTEM functional electrical tasks on SYSTEM components; isolates prime power malfunctions and coordinates repairs with power company; replaces power service points as needed;
- Performs field and bench testing procedures on all SYSTEM and power equipment, such as automatic transfer switches, generators, load switches, power service assemblies, CCTV systems, VDS, DMSs, radio communication facilities, and others; tests, troubleshoots, and repairs SYSTEM equipment to component level of micro processing systems; maintains and services a variety of test and repair equipment;
- Installs and maintains all SYSTEM devices;
- Troubleshoots malfunctions; isolates defects and repairs devices and equipment safely on high-speed, high-volume roads and freeways; may have exposure to electrical energy, high voltage, heat, cold, noise, dust, fumes, inclement weather conditions;
- Verifies proper device and system operation; conducts inspections and periodic preventive maintenance;
- Monitors SYSTEM device operation (i.e. UPS input/out) using a laptop computer in the field or a desktop computer in the TMC; uses sophisticated SYSTEM software, both proprietary and non-proprietary; recommends and safely completes appropriate changes for effective system operation;
- Supports ITS Technician in repair, removal, and replacement of poles, cabinets, controllers, and other equipment; repairs conduit and pulls wires and cable, as needed; performs emergency repairs as needed;
- Reads diagrams, plan sets, manuals, and specifications for new installations and continual maintenance of SYSTEM devices; makes corrections to schematics and blueprints;
- Documents work performed on all SYSTEM devices and daily activities; and
- Performs other tasks as assigned by the Department.

This position requires:

- A minimum of five (5) years of experience.
- A current and valid Certified Electrical Contractor license issued by State of Florida.

The Vendor Electrician must have the following knowledge, skills, and abilities:

- Knowledge of TSM&O and ITS Maintenance concepts;
- Knowledge and understanding of high and low voltage power systems;
- Proficient in the installation, operation, maintenance, and troubleshooting of electrical systems;
- Ability to clearly communicate technical information in understandable terms;
- Ability to work alternate work schedules and be on-call 24 hours/day;
- Ability to write technical reports and correspondence;
- Skilled in maintaining and troubleshooting electrical systems;
- Ability to document field work and activities;

- Ability to install and connect new devices into the existing SYSTEM;
- Ability to maintain and troubleshoot SYSTEM electrical services and power systems associated with ITS elements;
- Ability to maintain SYSTEM availability;
- Skilled in the use of Microsoft Windows operating systems and applications;
- Ability to work with numerous device manufacturers;
- Ability to use hand and power tools;
- Analytical skills;
- Ability to read and understand SYSTEM plans including device installation details, electrical system diagrams, and other information;
- Ability to follow directions and work in adverse outdoor environmental conditions.
- Ability to safely operate Vendor-provided vehicle and possesses active driver license; and
- Good interpersonal skills.

#### System and Utility Locate Technician(s)

The System and Utility Locate Technician shall be responsible for identifying the underground location, delineating, and marking on the ground of existing utilities, per requests from 811, the Vendor ITS Project Manager, or Department's Project Manager. Locates shall include, but not be limited to, FOC backbone and drop cables, power cables, composite cables as well as all pull boxes and conduit runs (electrical/FOC) that constitute Department owned underground utilities. The Locate Technician shall also meet with parties requesting utility locates as necessary in the field to supplement marking SYSTEM utilities. Whenever available, the Locate Technician shall assist with the installation, maintenance, and repair of SYSTEM devices. The Locate Technician shall be able to respond to emergency utility locate ticket(s) as requested by the Vendor ITS Project Manager.

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

- Monitoring and responding to requests from 811;
- Performing locates and documenting results;
- Coordination with parties requesting locates and other utility owners;
- Assisting with installation, maintenance, and repair of System devices;
- Supports ITS Technician in repair, removal, and replacement of poles, cabinets, controllers, and other equipment; repairs conduit and pulls wires and cable, as needed;
- Verifies accuracy of as-built documents and makes corrections required;
- Maintains locate system equipment and systems in good working order;
- Documents work performed on all SYSTEM devices and daily activities; and
- Performs other tasks as assigned by the Department.

This position requires:

• A minimum of two (2) years of experience.

The Vendor System and Utility Locate Technician must have the following knowledge, skills, and abilities:

- Knowledge of outside plant cable and conduit system design, installation, operation, and maintenance concepts;
- Knowledge of locate terms, utility types, and specifications relevant to ITS applications;
- Proficient in conduit, cable, and underground utility locating and marking;
- Ability to use hand and power tools;
- Analytical skills;
- Ability to read and understand SYSTEM plans including conduit system and other underground and aerial utility information;
- Ability to follow directions and work in adverse outdoor environmental conditions;
- Good interpersonal skills;
- Ability to communicate efficiently and effectively in plain language, and in writing; and
- Ability to safely operate Vendor-provided vehicle and possesses active driver license.

#### Fiber Technician(s)

The Fiber Technician shall be responsible for troubleshooting and repairing or replacing communication system components including fiber optic patch panels, cables, splice enclosures, splice trays, splices, optics, terminations (e.g., connectors, pigtails, buffer tube fan out kits, and cable management components), and items related to network and device connectivity.

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

- Measuring the signal strength of connections to ensure optimal performance;
- Performing inspections to make sure that fiber optic systems are free from defects that degrade performance;
- Conducting regular inspections of systems to proactively locate and correct issues;
- Performing premises cabling and running outside plant fiber optic cables underground and underwater;
- Determining solutions to problems and issues that are identified during system use;
- Performing splicing and general construction activities related to maintenance and repair of fiber optic cable infrastructure and maintaining records, diagrams, and schematics relating to the fiber optic cable infrastructure;
- Performing testing, including OTDR tests on both terminated and unterminated fiber optic cables;
- Assisting with construction oversight;
- Assisting with specification review and comment sessions;

- Assisting with fiber optic management; and
- Performs other tasks as assigned by the Department.

This position requires:

- A minimum of five (5) years of experience.
- A Fiber Optic Technician Certification from IMSA, BICSI, or similarly accredited provider.

The Vendor Fiber Technician must have the following knowledge, skills, and abilities:

- Knowledge of fiber optic network design, installation, operation, and maintenance concepts;
- Knowledge of fiber optic network systems and communication devices;
- Knowledge of fiber optic terms, fiber types, and specifications relevant to ITS applications;
- Proficient in fiber splicing, termination, and testing;
- Proficient in the installation, operation, maintenance, and troubleshooting of fiber optic communication systems;
- Ability to use hand and power tools;
- Analytical skills;
- Ability to read and understand SYSTEM plans including splicing diagrams and other information;
- Ability to follow directions and work in adverse outdoor environmental conditions.

## 4.8.1.3 General Appearance and Conduct

Vendor staff shall exercise good judgment in carrying out their duties and conduct themselves in such a manner that will reflect favorably upon the Department. The Department reserves the right to require removal of any Vendor employee from this CONTRACT who cannot perform their duties to the satisfaction of the Department or damages the reputation of the Department and/or the Vendor. Staff must present themselves in a professional manner, with regard to attire, personal hygiene, and appearance including personal grooming and cleanliness to prevent body odors.

## 4.8.1.4 Uniforms

Vendor staff will wear clean and neat uniforms at the start of each shift. Vendor staff shall be required to wear a picture ID issued or approved by the DEPARMENT. Uniforms are required for all maintenance and support staff and must include company logos to assist the Department and Florida Highway Patrol in identifying authorized personnel at the TMC and at roadside work locations. The Vendor must provide uniforms for all personnel working in the field under this CONTRACT. All personnel shall be well groomed.

## 4.8.1.5 Training

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

## 4.8.2 Personnel Vetting

During the term of the CONTRACT, the Vendor shall provide resumes of all proposed primary maintenance staff and all new hires along with certification or documentation of the following: drug test results, criminal background check, drivers' licenses, and other information for approval prior to hiring.

## 4.8.2.1 Security Clearance and Background Check

Each of the Vendor's staff assigned to service this CONTRACT and SYSTEM must complete an FDLE Level 2 security clearance and background check to access the RTMC for repair and coordination/progress meetings. The Vendor shall provide the Department's Project Manager with proper documentation, and the Department will coordinate the FDLE security clearance and background check with the Florida Highway Patrol. It will be the responsibility of the Vendor's ITS Project Manager to ensure coordination of the security clearance and background checks for the term of this CONTRACT.

The Department reserves the right to reject any staff prior to being assigned duties.

## 4.8.2.2 Criminal Record Check

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

## 4.8.2.3 Drug-Free Workplace Certification

The Vendor shall provide proof, by a licensed medical practitioner or technician, that all Vendor staff is drug-free in accordance with Section 112.0455, *Florida Statutes*, prior to beginning operations. The Vendor shall submit the proof described above for staff every year thereafter as needed and upon request. The Vendor accepts that the FDOT Drug-Free Workplace and Drug Testing policy (250-013-001) applies to Vendor staff as if they are Department employees.

### 4.9 Materials to be Furnished

All equipment and component parts that are furnished must be new, unused, meet all requirements of this CONTRACT, and be in operable condition at the time of delivery. No part, attachment, or ancillary device may be used in a manner contrary to standard practice or its manufacturer's recommendations. Salvaged parts from damaged Department equipment may be used for repairs if approved by the Department. Salvaged parts may not be used if they have a negative impact on a warranty. All new ITS equipment must be accompanied with a manufacturer's warranty, and such equipment shall be free and clear from any defects.

## 4.9.1 Vendor Facilities

The Vendor must maintain and store the Department's SYSTEM equipment and spare parts within VENDOR facilities in a designated location approved by the Department's Project Manager. This location must be marked specifically for this CONTRACT and not be used for any other purposes. The location must be temperature and humidity controlled, provide restricted access (e.g., log in/out of personnel), require parts and equipment to be checked in/out by individuals, and be separate from any other warehouse area. A copy of access and material checkout procedures must be presented to the Department for approval. Storage of specific parts or materials outside of the designated location approved by the Department must be authorized by the Department's Project Manager.

### 4.9.2 Field Devices and other Hardware

The following describes the common device types currently in use within District Three ITS: CCTV cameras, VDS, DMS, managed field ethernet switch (MFES), RWIS, UPS, media converters, generators, transformers, encoders, terminal servers, and traffic controller assemblies. This list is not all inclusive.

The Vendor must maintain enough inventory of spare parts and equipment to ensure that service restoration timeframe requirements of this CONTRACT are met. Coordinate minimum inventory requirements with the Department's Project Manager.

#### 4.9.3 Software

The Vendor is expected to use, purchase, or have the following software available for the performance of work described in the CONTRACT: Microsoft Windows, Microsoft Office, MIMS, ITSFM system, and any specialty software from device manufacturers for local and remote configuration of ITS field devices, as well as other software requested by the Department.

#### 4.9.4 Incidental Materials

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

### 4.9.5 Equipment, Machinery, Tools, and Vehicles

The Vendor shall provide on-site equipment that is safe, well maintained, and in good working order including, but not limited to, bucket trucks, cranes, inspection/maintenance trucks/vehicles, field engineering equipment, air compressor, machinery, tools, materials, cellular phones, and other equipment necessary to perform the service required under this CONTRACT.

The Vendor shall provide a bucket truck capable of reaching a minimum working height of 40 feet for regular use under this CONTRACT. In addition, the Vendor shall be able to provide a bucket truck capable of reaching a working height of 55 feet within 24 hours of request by the Department's Project Manager.

The Vendor shall provide maintenance and inspection vehicles for the Vendor's ITS Project Manager, ITS Maintenance Technician(s), Electrician, and Locate Technician. The Vendor shall provide an environmentally controlled van or trailer for conducting fiber optic fusion splicing and other similar type of work inside the van or trailer, within 48 hours of the request of the Department's Project Manager. All vehicle(s) shall have enough towing and hauling capabilities to carry out the tasks specified in this CONTRACT.

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

The Vendor must provide a smartphone and laptop computer with docking station for maintenance staff assigned on the CONTRACT. The Vendor must provide wireless data plans for maintenance staff so that they are able to connect to the Internet while in the field and use secure network connections (e.g., VPN or similar) to remotely access Department and SYSTEM resources. The laptop shall be compatible with the RTMC network. Computers and individuals using Department technology resources shall comply with the Security and Use of Information Technology Resources policy of the Department.

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

The cost of the machinery, equipment tools, and vehicles including, but not limited to pliers, multi-meters, crimp tools, Ethernet packet sniffers, hammers, shovels, battery or electrical power tools, laptop computers, video monitors, vehicles, etc., shall be the Vendor's responsibility. The Vendor shall be responsible for maintaining their equipment, machinery, tools, and vehicles, and all fixed and recurring costs for these items throughout the term of this CONTRACT.

All measurement equipment and tools shall be calibrated by the manufacturer's certified calibrator and be calibrated on the frequency required by the manufacturer. The equipment calibration shall occur yearly starting from the date of signing the CONTRACT. These equipment and tools include, but are not limited to:

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

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

The Vendor shall maintain and inventory all equipment and tools associated with this CONTRACT, including items provided by the Department. The Vendor shall ensure that all warranties remain valid on all equipment and that they are properly calibrated for the duration of the CONTRACT.

#### 4.9.5.1 Special Tools

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

#### 4.9.5.2 Control of Equipment

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

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

## 4.9.6 Parts Procured by Vendor

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

The Vendor shall submit to the Department, the original or copy of the manufacturer's or resellers invoice to receive reimbursement for parts purchased for this CONTRACT. The Vendor shall be allowed to charge a 5% mark-up to the Department for any parts approved by the Department's Project Manager purchased using this CONTRACT. The 5% mark-up is not allowed for the tax or shipping portion of the purchase.

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

### **4.10** Criteria for Performance Evaluation (Performance Measures)

Throughout the term of the CONTRACT, the Department will conduct reviews of various phases of the Vendor's operations to determine compliance with the CONTRACT and the sufficiency with which control procedures are applied to assure activities are in conformity with CONTRACT provisions and Department procedures. Activities include, but are not limited to, system availability (uptime), data management, and general performance measures.

Immediate remedial action is required for deficiencies to correct work that is not at the level of accepted performance. Failures to correct deficiencies shall result in the Vendor being assessed a Non-Performance invoice reduction, receiving a poor performance evaluation and/or may cause the Department to terminate the CONTRACT. The decision of the Department's Project Manager shall be final.

## 4.10.1 Staff Performance

Vendor staff performance will be reviewed regarding work quality, professionalism, reliability, and punctuality, and other performance assessments consistent with Department policy.

## 4.10.2 Availability

The Vendor will be evaluated with respect to overall responsiveness to Department requests. Response times longer than those agreed upon between the Vendor and the

Department or instances when the Department is unable to reach the Vendor to request services under this CONTRACT will negatively impact evaluation of availability.

## 4.10.2.1 Staff Availability

Vendor staff assigned to this CONTRACT will be evaluated with respect to reliability and responsiveness.

### 4.10.2.2 System and Device Uptime

SYSTEM and equipment reliability are CONTRACT performance indicators. The Vendor will implement and maintain tools that collect and report SYSTEM availability, including SYSTEM device and overall SYSTEM uptime percentages. Tools and network access used to determine device and system availability must be coordinated with, and approved by, the Department's Project Manager. Anything less than 100 percent functional is considered "down." Uptime percentages must be monitored and reported for all SYSTEM elements including, but not limited to, the following:

- 1. CCTV system and subsystem,
- 2. Network devices system and subsystem,
- 3. Vehicle detection systems and subsystem,
- 4. DMS and electronic display sign (EDS) system and subsystem,
- 5. HAR system and subsystem, and
- 6. RWIS system and subsystem
- 7. Communications system and subsystem
- 8. MVDS system and subsystem

The Vendor shall be responsible for developing an availability report and submit it for approval to the Department's Project Manager. Availability reports using a tabular format with line charts that display historical device system availability carried forward for the duration of the CONTRACT are acceptable. Coordinate the final format of reports with the Department's Project Manager.

Availability information shall be included with the reports described in Section 6, documenting the total downtime and percentage available, i.e., 99.999 percent for the reporting period, per device, with a weighted average for the total equipment percentage reported. Downtime related to incidents or natural disasters shall be recorded separately from all other SYSTEM failures.

#### 4.10.3 **Response Times**

Response times shall be determined by work priority as defined below.

Work Priority	Description	
EMERGENCY	Any SYSTEM infrastructure item that is in a condition that is unsafe and/or may present a life-threatening condition, such as structural failure or potential structure failure due to incident or weather damage, system-wide outage, DMS message being stuck on a sign, fiber cuts, electrical risks, or potential fire risks. Also included is any other response deemed an emergency by the Department's Project Manager.	
URGENT	Any SYSTEM component that results in more than one device being down or unusable by the TMC or creates the potential for a system-wide outage. Also included is any other response deemed urgent by the Department's Project Manager.	
PRIORITY	Any SYSTEM infrastructure or component service request for general service or installation as deemed a priority by the Department's Project Manager.	
ROUTINE	Requests for a specific preventive maintenance service visit and all other calls.	

Work Priority	Response Time	
EMERGENCY	En-route in 1 hour (24x7x365)	
URGENT	En-route in 3 hours (24x7x365)	
PRIORITY	En-route in 6 Hours (24x7x365)	
ROUTINE	Next Business Day (FDOT Holidays Excluded)	

#### 4.10.4 Repair Times

The Vendor must restore operation within the following repair times indicated for devices in the table below.

Device/System Type	Repair time
MFES	24 Hours
Wireless Communication Devices	24 Hours
CCTV	24 Hours
DMS	24 Hours
EDS	24 Hours
TPAS	24 Hours
VDS	48 Hours
CV RSU	48 Hours

#### 4.10.5 General Performance Measures

General performance measures will be used to indicate how well the Vendor is adhering to the requirements of this CONTRACT. General performance measures include, but are not limited to:

- Staffing levels report the number of working staff hours for the month;
- SYSTEM uptime report the number of hours the SYSTEM was operational during the month versus total hours;
- On time CONTRACT report and invoice submittals;
- Adherence to operating hours and CONTRACT schedule;
- Prompt responses to SYSTEM failures;
- Adherence to approved preventive maintenance schedules;

- ITS Device Availability metrics (i.e., device uptime);
- Overall adherence to CONTRACT requirements;
- Quality of work performed by the Vendor staff; and
- Flexibility and adaptability by the Vendor to the Department's needs

### 5 SERVICES/MATERIALS PROVIDED BY THE DEPARTMENT

DEPARTMENT CONTRACT management, coordination, task assignments, access, project reviews, and existing reports/studies will be provided by the Department.

#### 5.1 Contract Management

The Department will assign a Project Manager to be responsible for coordination with the Vendor and the direct management of their personnel as required performing work on behalf of the Department under this CONTRACT. The Department's Project Manager will enforce the terms of this CONTRACT. The Department's Project Manager will assess liquidated damages by invoice reductions based on the Vendor's performance per the CONTRACT terms.

The Department's Project Manager will perform Vendor's performance evaluations on a quarterly basis for the term of the CONTRACT.

#### 5.2 Coordination

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

#### 5.3 Access to Facilities

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

#### 5.4 Spare Parts and incidental materials

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

#### 5.5 **Property of the Department**

All work performed by the Vendor pursuant to this CONTRACT, including, but not limited to, the preparation of all plans, specifications, maps, schedules, estimates, software products, electronic computer files, reports prepared or obtained under this CONTRACT, as well as all data collected, together with summaries and charts derived there from, shall be considered works made for hire and shall become the property of the Department upon completion or termination without restriction or limitation on their use and shall be made

available, upon request, to the Department or the Department's Project Manager at any time during the performance of such services and/or upon completion or termination of this CONTRACT. Upon delivery to the Department or the Department's Project Manager 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 CONTRACT. The Vendor guarantees that upon termination of any personnel under this CONTRACT that they shall bear the responsibility of immediately returning all Department property (if applicable) to the Department or the Department's Project Manager.

In the event that the Vendor is unable to return the said items, they shall notify the Department or the Department's Project Manager and bear any costs associated with ensuring the security of the Department.

## 5.5.1 Intellectual Property

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

## 5.5.2 Work for Hire

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

## 5.5.3 Escrow of Source Code (if applicable)

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.

## 5.5.4 Machine or Computer Hardware/Software

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 a 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 noninfringing. If none of the alternatives are reasonably available, the Department agrees to return the article on request to the Vendor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction. 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.

### 6 CONTRACT MONITORING/PROGRESS REPORTING/COORDINATION

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

The Vendor is required to develop and maintain a two-week "look ahead" schedule to assist with coordination and monitoring of work performed under the CONTRACT. The Vendor shall coordinate the format of the schedule and the frequency of updates with the Department's Project Manager.

## 6.1 Documentation Requirements

The Vendor shall maintain complete and accurate records, in hard copy and electronic file acceptable to and approved by the Department for all SYSTEM maintenance activities and any other events relating to the CONTRACT. All documentation shall be kept by the Vendor's ITS Project Manager in the Vendor's office or other Department-designated location(s).

The Vendor shall keep a documented log of every device location. Preventive and routine maintenance, repair logs, parts replacement, special notes, recommendations, and equipment warranty records (if available) shall be included as part of the device log. Multiple device logs can be compiled into a single site log if multiple devices are at a single location. A report that includes all devices and site logs shall be presented in electronic format to the Department by the fifth working day of each month. The Vendor shall coordinate the format of the logs and report with the Department's Project Manager.

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

- Device location;
- Date and time of failure;
- Description of failure or issue and impacts;
- Report of failure source;
- Technician responding;
- Arrival time at device location;
- Site conditions noted, i.e., weather, accident, or fire;
- Actions taken (successful or otherwise);
- Date and time of resolution;
- Spare parts used: type, model, serial, and control number;
- Photo documentation (digital only);
- Replaced parts: type, model, serial, and control number;
- Action for replaced parts, i.e., in-house repair or return to factory; and
- General notes.

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

#### 6.1.1 Bi-Weekly Report

The Vendor shall supply a bi-weekly status report describing all activities to the Department's Project Manager. The bi-weekly status reports shall commence at CONTRACT Notice to Proceed (NTP) and shall continue for the duration of the CONTRACT. This report shall include descriptions of all services performed and results of testing conducted during the report period. The report format shall be coordinated with the Department's Project Manager. The report shall be a collection of events, data, calculations, decisions, instructions, notifications, circumstances, and work performed each day during the CONTRACT period. The bi-weekly status report shall include, but not be limited to, the following information:

- System availability (summary);
- Date, time, and location of equipment failures identified/reported;
- Description of failure or issue and impacts;

- Source of failure report;
- Technician responding;
- Arrival and departure times;
- Site conditions noted, i.e., weather, accident, or fire;
- Actions taken (successful or otherwise);
- Date and time of resolution;
- Parts used: type, model, serial, and control number;
- Photo documentation (digital only);
- Action for replaced parts, i.e., in-house repair or return to factory; and
- General notes.

### 6.1.2 Monthly Report

The purpose of the monthly report is to provide a summary of all work performed by the Vendor and the status of that work over one month's period. The Vendor shall supply a monthly report along with an invoice on the fifth working day of the month so that the Department's Project Manager can review it before the monthly invoice is received. The invoice will be authorized for payment when each line item on the accompanying monthly report is approved by the Department's Project Manager. This report shall include all information collected during the reporting period; device availability information; preventive maintenance plan update and progress; and a work breakdown listing the technician, equipment utilized, and repair procedure for each occurrence of work. This report shall also document and certify that all work has been completed in accordance with manufacturer's specifications or as directed by the Department's Project Manager, and any routine and/or preventive maintenance that was carried out as per manufacturer's recommendations. This report shall include an assessment by the Vendor of equipment failures and their causes such as design/construction errors, age of component, environmental problems, and lightning/surge/power issues.

The Vendor will continuously collect and assess data for performance monitoring. The monthly report must include performance measure reporting that indicates how well the overall system is operating in terms of uptime and system availability. An overall score of 90% device uptime is required.

#### 6.1.3 Quarterly Report

The Vendor shall develop and submit a quarterly report to the Department's Project Manager to provide a summary of all work performed by the Vendor and the status of work over a three-month period.

The Vendor shall supply a quarterly report on the fifth Department workday of the month following the quarterly report period duration of the CONTRACT. This report shall include all information from the monthly report for the previous three months and device availability information. This report shall also document and certify that all work has been completed in accordance with manufacturer's recommendations and Department

specifications. This report shall include an assessment by the Vendor of equipment failures and their causes, such as design/construction errors, aging, environmental problems (such as lightning/surge/power issues), etc.

## 6.1.4 Annual Report

The Vendor shall supply an annual report describing in detail all activities relating to the maintenance of the SYSTEM during the previous year. The annual report shall be delivered to the DEPARTMENT within two weeks following the end of each Department fiscal year (ending June 30).

## 6.2 Meetings

The Vendor will be required to participate in monthly meetings relating to SYSTEM maintenance as requested by the Department's Project Manager. The Vendor is required to provide meeting minutes following each meeting. The Department requires one work week to review and comment on the meeting minutes. All Department comments and reviews must be reflected in the final meeting minutes.

## 6.3 Project Management Plan

The Vendor shall be responsible for creating the Project Management Plan and submitting it for approval to the Department's Project Manager within 30 days after CONTRACT NTP. The Project Management Plan shall include, but not be limited to, the Vendor's staffing plan, hiring plan, tiered staff support plan, hurricane evacuation plan, emergency response plan, generator maintenance and refuelling plan, and vehicle maintenance plan.

## 6.4 Standard Operating Procedures

The Vendor shall be responsible for developing, maintaining, and further refining a SOP for maintenance services and submitting the SOP to the Department's Project Manager for approval within 60 days after CONTRACT notice to proceed. The SOP shall establish guidelines and procedures for maintenance responsibilities and create an atmosphere conducive to teamwork, accuracy, consistency, and professionalism. At a minimum, the SOP will be reviewed every year, and recommended updates must be submitted to the Department's Project Manager for review and approval.

## 6.5 Transition Plan

The Vendor shall be responsible for developing a Transition Plan and submitting it for approval to the Department's Project Manager within 60 days after CONTRACT execution date. The transition plan shall detail how the Vendor will work with the current service provider to ensure a seamless transfer of maintenance service and to ensure continuous (24x7x365) system operation and functionality of all components of the SYSTEM. The transition period will occur from the time of this CONTRACT execution until the time the previous CONTRACT expires.

#### 7 SUBMITTALS/DELIVERABLES

The Vendor must provide reports and documentation specifically described in this SOS as well as documentation requested by the Department's Project Manager for any devices, materials, and services furnished by the Vendor under the terms of the CONTRACT.

## 7.1 Estimates

The Vendor must submit written estimates for services and materials prior to beginning work on a project or task unless otherwise directed by the Department's Project Manager.

## 7.2 Replacement Equipment Submittal

All requests to purchase replacement equipment must be submitted in a MIMS Ticket for approval prior to ordering.

## 7.3 Maintenance Documentation

The Vendor is responsible for producing maintenance records and documentation as described in this SOS as well as entering maintenance service information in the Department's MIMS system.

## 7.3.1 Maintenance Checklists

The Vendor shall develop and submit preventive maintenance checklists for all device types to be maintained under the CONTRACT within 30 days of NTP for approval by the Department. Completed checklists will be maintained by the Vendor and subject to review at the request of the Department.

## 7.3.2 Maintenance Logs

The Vendor must record maintenance activities in District Three's asset management systems, including MIMS and ITSFM system.

## 7.3.3 As-Built Plans

The Vendor must maintain current as-built plans for all systems and equipment serviced within the location of the work for the duration of this CONTRACT. The Vendor must provide current as-built plans to the Department upon request.

## 7.3.4 **Project Close-out**

Project records, files, and equipment owned by the Department shall be delivered to the Department within 30 calendar days prior to submittal of the final invoice by the Vendor. Final payment shall not be rendered by the Department until all the conditions of the CONTRACT have been met.

#### 8 WORK AUTHORIZATION AND COMPENSATION

#### 8.1 Assignment of Work

The Department shall request Vendor services on an as-needed basis. Services to be provided on each project will be initiated and completed as directed by the Project Manager. A task work order will be issued for each project or task requested.

#### 8.2 Compensation

The total of all authorizations shall not exceed the budgetary ceiling of this Contract. This is a Term Contract for an Indefinite Quantity whereby the Vendor agrees to furnish materials and services during a prescribed period of time. The specific period of time completes such a contract. The Department, based on need and availability of budget, may increase or decrease Fiscal Year Budgetary Ceilings. The Department does not guarantee that all work described in this Scope will be authorized.

#### 8.3 Establishment of Task Work Order Amount

For each TWO, the Vendor, following the Scope of Services as set forth in Exhibit "A", shall prepare an estimate of work and price based on the rates established in the Price Proposal Form, and allowable expenses. A 10% mark-up will be allowed on the cost of approved expenses and charges that are necessary to perform maintenance work within the scope of the contract but are not specifically covered by items or rates provided per the Price Proposal Form. Once an acceptable Maximum Amount has been agreed upon by the Vendor and the Department's Contract Manager, a "Task Work Order" shall be issued by the Project Manager. All work authorizations shall be completed within the term of this Agreement.

#### 8.4 **Progress Payments**

The Vendor shall submit monthly invoices (3 copies) in a format acceptable to the Department. For the satisfactory performance of the services detailed in each TWO, the Vendor shall be paid up to the Maximum Amount of each TWO. Payment shall be made at the contract hourly billing rates and prices in the Price Proposal Form, for services provided, as approved by the Department. The contract hourly billing rates shall include the cost of salaries, overhead, fringe benefits and operating margin. Payment for expenses shall be made on the basis of actual allowable cost incurred as authorized and approved by the Department, prior to incurring any expenses.

Invoices shall be submitted to:

Florida Department of Transportation District 3 Traffic Operations 1074 Highway 90 Chipley, FL 32428

### 8.5 Invoice Documentation

When the Vendor submits invoices to the Department, supporting documentation shall include staff rate information, daily hours and description of work performed for each of the Vendor's staff providing services on each TWO. Documentation must also include quantities and descriptions of items provided per the Price Proposal Form and expense details such as receipts for reimbursable materials and services.

### 8.6 Details of Cost and Fees

The Vendor must provide details for all costs and fees charged to the Department, including details of unit rates and prices associated with tasks and projects using the Vendor's services and items set forth in the Price Proposal Form.

## 9 FINANCIAL CONSEQUENCES

### 9.1 Liquidated Damages

This CONTRACT contains liquidated damages. The Vendor acknowledges that failure to complete services in a timely manner or meet up-time requirements as defined in the CONTRACT terms may cause the Department to incur damages and seek compensation.

Therefore, in the event the Vendor fails to complete services by the completion dates designated in the CONTRACT or TWOs, the Department shall exercise the remedy of liquidated damages against the Vendor, in the amount of \$150 per day for each calendar day after the designated completion date that the Vendor fails to complete the services. If the Department allows the Vendor to continue and finish the services or any part of the services after the expiration of the time allowed, then the Department's action shall in no way act as a waiver on the part of the Department of the liquidated damages due under this CONTRACT. The Vendor shall pay said sum to the Department not as a penalty, but as liquidated damages.

#### 9.2 Other Financial Consequences

It is recognized that this CONTRACT includes "performance based" criteria that shall be evaluated periodically by the Department.

For occurrences where the Department determines that the Vendor does not meet or exceed the performance standards established herein, the Department shall reserve the right to assess liquidated damages that shall be deducted from the Vendor's monthly invoice.

Infractions that will result in invoice payment reductions for non-performance shall include, but are not limited to:

• Not providing the Preventive Maintenance Plan Schedule when required - \$250.00 per occurrence, per day.

- Not providing the maintenance logs when required \$75.00 per occurrence, per day.
- Not conducting preventive maintenance on time and as required \$100.00 per occurrence, per day.
- Not meeting response times \$75.00 per occurrence, per hour.
- Not meeting repair times \$75.00 per occurrence, per hour.
- Not fulfilling warranty requirements \$250.00 per occurrence, per device.
- Not performing an authorized task within the specific time \$75.00 per occurrence, per day.
- Not providing proper level of staffing required \$100.00 per occurrence.
- Not meeting dress code \$75.00 per occurrence.
- Not meeting required inventory levels \$100.00 per occurrence, per day.
- Not submitting progress reports on time \$100.00 per occurrence, per day.
- Not providing the required equipment within 24 hours of Department's request \$250.00 per occurrence, per day.
- Not keeping generators fueled \$100.00 per site, per day.

For any non-performance infractions not specifically listed above, the Department will notify the Vendor, assign a payment reduction between the amounts of \$75.00 and \$250.00 per event depending on the severity of the infraction based on engineering judgment, and add the infraction(s) by CONTRACT amendment.

Application of this non-performance reduction in payment will not waive the Department's right to terminate this CONTRACT in the interest of the Department.

## 9.3 Invoice Payment Reductions

The Department will reduce invoice payments in order to assess liquidated damages as a result of poor Vendor performance.

- \*\*\*\* Insert the latest version of the Purchase Order Terms and Conditions, Form 375-040-55, if applicable.
- \*\*\*\* Insert the latest version of the Standard Written Agreement, Form 375-040-19, if applicable.
- \*\*\*\* Insert the latest version of Appendix I, Information Technology Resources, Form 375-040-29, if applicable.

#### <u>RFP CHECKLIST</u> (DOES <u>NOT</u> NEED TO BE RETURNED WITH YOUR PROPOSAL)

This Checklist is provided <u>as a guideline, only</u>, to assist Proposers in the preparation of their RFP response. Included are some important matters that the proposer should check. <u>This checklist is just a guideline, and</u> is not intended to include all matters required by the RFP. Proposers are responsible to read and comply with the RFP in its entirety.

Check off each the following:

- 1. The Price Proposal has been completed, as specified, and enclosed in the RFP response.
- 2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.
- 3. The "Drug-Free Workplace Program Certification" form has been read, signed, and enclosed in the RFP response, if applicable.
- 4. "Scrutinized Companies Lists" certification form has been read, signed, and enclosed in the RFP price proposal.
- 5. The "Bid Opportunity List" and the "DBE Participation Statement" form has been read, completed, and enclosed in the RFP response, if applicable.
- 6. The Scope of Services, Exhibit "A", has been thoroughly reviewed for compliance to the RFP requirements.
- 7. The Technical Proposal (one (1) original and the specified number of copies) has been completed, as specified, and enclosed in the RFP response.
- 8. A letter from a surety company to document your ability to obtain the required Performance Bond, as per Section 12 of the Special Condition, is included in the Technical Proposal (if applicable).
- 9. The <u>www.myflorida.com</u> website has been checked and any Addendums posted have been completed, signed, and included in the RFP response.
- 10. The RFP response must be received, at the location specified, <u>on or before</u> the Opening Date and Time designated in the RFP.
- 11. On the Lower Left-Hand Corner of the Envelope transmitting your RFP response, write in the following information: RFP No.:\_\_\_\_\_

Title:

Opening Date & Time: <u>See "TIMELINE" in INTRODUCTION SECTION</u>