

**State of Florida
Department of Transportation**



INVITATION TO BID

District Five
Intelight MAXVIEW - Traffic Signal ATMS TMDD Interface

ITB-DOT-18-19-5011-INTE

Department of Transportation
Procurement Office, MS-524
719 South Woodland Blvd.
DeLand, Florida 32720-6834

INTRODUCTION SECTION

1) INVITATION

The purpose of this Invitation to Bid is to obtain competitive bids for the purchase of a Traffic Signal ATMS TMDD Interface for Intelight MAXVIEW by the Department of Transportation, hereafter referred to as the "Department". The contract shall begin on or around March 8, 2019 and end on or about March 1, 2020.

All commodities identified in this Invitation to Bid will be subject to the availability of identical commodities as provided by mandatory Department of Management Services' State Contract(s) at such time these commodities become available. In the event of duplication(s) of commodities, the Department of Management Services' mandatory State Contract shall prevail.

2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.

Unless otherwise specified, all public meetings will be held at the address provided on the cover sheet.

ACTION / LOCATION	DATE	LOCAL TIME
ADVERTISEMENT DATE	February 5, 2019	
DEADLINE FOR ALL QUESTIONS	February 13, 2019	10:00 AM
QUESTIONS AND ANSWERS POSTED	February 14, 2019	4:00 PM
BIDS DUE (ON OR BEFORE)	February 26, 2019	2:00 PM
PUBLIC OPENING OF BIDS RECEIVED	February 26, 2019	3:00 PM
SELECTION COMMITTEE MEETING	March 4, 2019	9:00 AM
POSTING OF INTENDED DECISION/AWARD	March 4, 2019	10:00 AM to 2:00 PM

3) PUBLIC MEETINGS

BID OPENING AGENDA

The sealed bids will be opened by the Department's Procurement Office personnel at the date, time and location in the Timeline. All bid openings are open to the public and will be conducted according to the following agenda:

Opening remarks – Approximate time of 2 minutes by Department Procurement Office personnel.

Public input period – To allow a maximum of 15 minutes total for public input related to the bid solicitation.

Bids opened – At conclusion of public input or 15 minutes, whichever occurs first, bids received timely will be opened with bidder's name and prices to be read aloud.

Adjourn - After all bids received timely have been opened, the meeting will be adjourned.

SELECTION COMMITTEE MEETING AGENDA

Opening remarks - Approx. 2 minutes by Department Procurement Office personnel.

Public input period – To allow a maximum of 15 minutes total for public input related to the ITB Solicitation

Summarize - Price Proposal Scores

Announce - Anticipated Award decision(s)

Adjourn meeting

4) SPECIAL ACCOMMODATIONS

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

SPECIAL CONDITIONS

1) MyFloridaMarketPlace (MFMP)

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

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

2) Florida Department of Financial Services (DFS) W-9 REQUIREMENT

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at <https://flvendor.myfloridacfo.com> to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions.

3) QUESTIONS & ANSWERS

In accordance with section 287.057(23), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

All questions arising from this Invitation to Bid must be forwarded, in writing, to the email address identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely by bidders will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search

Advertisements”), under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting their bid.

ALL QUESTIONS should be submitted to: D5.ProcurementQuestions@dot.state.fl.us

4) ORAL INSTRUCTIONS / CHANGES TO THE INVITATION TO BID (ADDENDA)

No negotiations, decisions, or actions will be initiated or executed by a bidder as a result of any oral discussions with a State employee. Only those communications which are in writing from the Department will be considered as a duly authorized expression on behalf of the Department.

Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on “BUSINESS”, click on “Doing Business with the State”, under “Everything for Vendors and Customers”, click on “Vendor Bid System (VBS)”, click on “Search Advertisements”) under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid. All Addenda will be acknowledged by signature and subsequent submission of Addenda with bid when so stated in the Addenda.

5) DIVERSITY ACHIEVEMENT

MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

The Department, in accordance with Title VI of the Civil Rights Act of 1964, 42 USC 2000d- 2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively ensure that in any contract/agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

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

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

6) PRICES/DELIVERY

Prices shall be firm, net, delivered prices, F.O.B. destination.

7) IN-STATE PREFERENCE FOR COMMODITY BIDS

In accordance with Section 287.084, Florida Statutes, when the lowest responsible and responsive bid is submitted by a vendor whose principal place of business is located outside the state of Florida, a 5% price preference shall be awarded to the lowest responsible and responsive vendor whose principal place of business is located in the state of Florida, as determined by the vendor’s registration with the Florida Department of State (SunBiz) unless the state where the out-of-state vendor is located provides a price preference for businesses having a principal place of business in that state. In that case, the same price preference shall be awarded to the lowest responsible and responsive vendor whose principal place of

business is located in the state of Florida responding to this Invitation to Bid (ITB).

All bidders **MUST** complete the attached “In-State Preference Form” and submit with their bid response. All vendors whose principal place of business is outside of Florida, as determined by the vendor’s registration with the Florida Department of State (SunBiz), **must accompany any written bid, proposal, or reply documents** with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Failure to submit the “In-State Preference Form AND written opinion will result in the vendor being found non-responsive.

For the 5% preference, the Department will apply 5% to the bid price(s) of the lowest out of state vendor whose state does not grant a preference if that vendor has submitted the lowest responsible and responsive bid. The “In-State Preference” does not apply to transportation projects that use federal funds.

8) INTENDED AWARD

As the best interest of the State may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof: on a geographical district basis and / or on a statewide basis with one or more suppliers, to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions, unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Florida Statute. If the Department is confronted with identical pricing or scoring from multiple vendors, the Department shall determine the order of award using the following criteria, in the order of preference listed below (from highest priority to lowest priority):

1. Section 295.187(4), Florida Statutes; Veteran Business Enterprise
2. Section 287.087, Florida Statute; Drug Free Work Place
3. Section 287.057(11); Minority Business Enterprise

In the event that the application of the above referenced preferences does not resolve the identical replies, the Department shall determine the award by means of random drawing

9) PRE-BID CONFERENCE: A PRE-BID CONFERENCE WILL NOT BE HELD.

10) ALTERNATES

See Form No. 2, Bid Price Proposal Form.

11) WARRANTY/SUBSTITUTIONS

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

12) REPLACEMENT/RESTOCKING

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

13) PRODUCT REQUIREMENTS/SPECIFICATIONS

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held

responsible therefore. Deviations must be explained in detail on separate attached sheet(s).

14) ACCEPTANCE

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

15) REVIEW OF BIDDER'S FACILITIES & QUALIFICATIONS

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

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

16) PROTEST OF INVITATION TO BID SPECIFICATIONS

Any person who is adversely affected by the contents of this Invitation to Bid must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee

Street, Mail Station 58, Tallahassee, Florida 32399-0450:

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

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

17) UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

18) SCRUTINIZED COMPANIES LISTS

ALL Responses, regardless of dollar value, must include a completed [Vendor Certification Regarding Scrutinized Companies Lists](#) to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

19) RESERVATIONS

The Department reserves the right to accept or reject any or all bids received and reserves the right to make an award without further discussion of the bids submitted. Therefore, the bidder should make sure that the bid package submitted is complete and accurate and submitted to ensure delivery on or before the bid opening time and date specified in this solicitation. It is understood that the bid will become a part of the Department's official file, without obligation to the Department.

20) ADDITIONAL TERMS & CONDITIONS

No conditions may be applied to any aspect of the ITB by the bidder. Any conditions placed on any aspect of the bid documents by the bidder may result in the bid being rejected as a conditional bid (see 'RESPONSIVENESS OF BIDS'). **DO NOT WRITE IN CHANGES ON ANY ITB SHEET.** The only recognized changes to the ITB prior to bid opening will be a written Addenda issued by the Department.

21) RESPONSIVENESS OF BIDS

Bids will not be considered if not received by the Department **on or before** the date and time specified as the due date for submission. All bids must be typed or printed in ink. A responsive bid is an offer to provide the items specified in this Invitation to Bid in accordance with all requirements of this Invitation to Bid. Bids found to be non-responsive will not be considered. Bids may be rejected if found to be irregular or not in conformance with the specifications and instructions herein contained. A bid may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, modifying the bid specifications, submitting conditional bids or incomplete bids, submitting indefinite or ambiguous bids, or executing forms or the bid sheet with improper and/or undated signatures. Other conditions which may cause rejection of bids include, evidence of collusion among bidders, obvious lack of experience or expertise to provide the required items, and failure to perform or meet financial obligations on previous contracts.

22) REQUIRED DOCUMENTS

The bidder must use the attached Bid Price Proposal Form, Form No. 2, to submit its bid. The Bid Sheet must be signed and dated in ink by a representative who is authorized to contractually bind the bidder. All bid sheets and other documentation submitted in response to this solicitation must be executed and submitted in a sealed envelope. **Indicate the bid number, with the time and date of the bid opening, on the envelope used to return the bid.**

23) "DRUG-FREE WORK PLACE" PREFERENCE

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

24) COPYRIGHTED MATERIAL

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

25) ATTACHMENT TO ITB SUBMITTAL - CONFIDENTIAL MATERIAL

The Bidder must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Bid, Number ITB-DOT-18-19-5011-INTE - Confidential Material". The Bidder must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Bidder asserts to be exempt from public disclosure and placed elsewhere in the bid will be considered waived by the Bidder upon submission, effective after opening.

26) MAIL OR DELIVER BIDS TO: (DO NOT FAX OR SEND BY E-MAIL)

**Florida Department of Transportation
Attn: Jennifer Allcock
Procurement Office, MS-524
719 South Woodland Blvd.
DeLand, Florida 32720-6834 Phone # (386) 943-5000**

It is the bidder's responsibility to assure that the bid is delivered to the proper place **on or before** the Bid Due date and time (See Introduction Section 2 Timeline). Bids which for any reason are not so delivered will not be considered.

27) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

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

28) POSTING OF INTENDED DECISION/AWARD

28.1 - General:

The Department's decision will be posted on the Florida Vendor Bid System at www.myflorida.com, (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", on date and time in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any bidder who is adversely affected by the Department's recommended award or

intended decision must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

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

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

28.2 - Inability to Post:

If the Department is unable to post as defined above, the Department will notify all bidders by electronic notification on the Florida Vendor Bid System (see special condition 28.1, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

28.3 - Request to Withdraw Bid:

Requests for withdrawal will be considered if received by the Department, in writing, within seventy-two (72) hours after the bid opening time and date. Requests received in accordance with this provision will be granted by the Department upon proof of the impossibility to perform based upon obvious error on the part of the bidder. Bidders that do not withdraw as stated above will forfeit their bid bond, if applicable.

29) AWARD OF THE CONTRACT

The Department will issue a Purchase Order.

30) RECYCLED MATERIAL

The Department encourages the use of products and materials with recycled content and post-consumer recovered materials. If the item(s) specified herein is available with recycled content, we request that you provide product information to help in our search for recycled products. However, this bid request is for the product as specified herein and does not require prices for recycled product unless specified.

This information should be sent separately and not as a part of your bid response.

31) ATTACHED FORMS

The Bidder must complete all required items below and submit them as part of the Bid package. Any Bid in which these forms are not used or in which these forms are improperly executed may be considered non-responsive and the bid may be subject to rejection.

- Registration Form, Form No. 1
- Bid Price Proposal Form, Form No. 2
- Drug-Free Workplace Program Certification, Form No. 3
- Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60) Form No. 4
- MBE Planned Utilization, Form No. 5
- Vendor Data Sheet, Form No. 6
- Public Records Form, Form No. 7
- In-State Preference Form, Form No. 8

32) TERMS AND CONDITIONS

32.1 General Contract Conditions (PUR 1000) attached

32.2 General Instructions to Respondents (PUR 1001) attached

32.3 MFMP Purchase Order Terms and Conditions

All MFMP Purchase Order contracts resulting from this solicitation will include the terms and conditions of this solicitation and the State of Florida's standardized Purchase Order Terms and Conditions, which can be found at the Department of Management Services website at the following link:

http://www.dms.myflorida.com/content/download/117735/646919/Purchase_Order_Terms_Sept_1,_2015_.pdf

Section 8(B), PRIDE, is not applicable when using federal funds.

33) ORDER OF PRECEDENCE

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

Special Conditions

Technical Specification

Bid Price Proposal Form, Form No. 2

MFMP Purchase Order Terms and Conditions – Section 8(B), PRIDE, is not applicable when using federal funds.

General Instructions to Respondents (PUR 1001)

General Contract Conditions (PUR 1000)

Introduction Section

BID CHECKLIST

(DOES NOT NEED TO BE RETURNED WITH YOUR BID RESPONSE)

This Checklist is provided as a guideline, only, to assist bidders in the preparation of their bid response. Included are some important matters that the bidder should check. This checklist is just a guideline, and is not intended to include all matters required by the ITB. Bidders are responsible to read and comply with the ITB in its entirety.

Check off each the following:

- ___ 1. The “Bid Price Proposal Form”, Form No. 2, has been filled out completely, signed, and enclosed in the bid response.
- ___ 2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.
- ___ 3. “Drug-Free Workplace Program Certification” form has been read, signed, and enclosed in the bid response, if applicable.
- ___ 4. “Scrutinized Companies Lists” certification form has been read, signed, and enclosed in the bid response, if applicable (bids of \$1 million or more).
- ___ 5. The Technical Specifications section has been thoroughly reviewed for compliance to the bid requirements.
- ___ 6. The prices bid have been reviewed for accuracy and all price corrections have been initialed in ink.
- ___ 7. The www.myflorida.com website has been checked and any Addendums posted have been completed, signed, and included in the bid response.
- ___ 8. The bid response must be received, at the location specified, **on or before** the Bid Due Date and Time designated in the ITB.
- ___ 9. On the Lower Left-Hand Corner of the Envelope (**Fed Ex and UPS Envelopes included**) transmitting your bid response, write in the following information:

Bid No.: ITB-DOT-18-19-5011-INTE

Title: District Five - Intelight MAXVIEW - Traffic Signal ATMS TMDD Interface

Opening Date & Time: See “TIMELINE” in INTRODUCTION SECTION

STANDARD CONTRACT TERMS AND CONDITIONS

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

State of Florida PUR 1001 General Instructions to Respondents

Contents

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

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

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

Sections deleted PUR 1001 3, 4, 5, 12, 13, 14, 19, 20, 21.

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

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

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

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

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

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

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

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

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

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

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

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

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

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

~~**21. Limitation on Vendor Contact with Agency During Solicitation Period.** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.~~

TECHNICAL SPECIFICATIONS
ITB-DOT-18-19-5011-INTE
DISTRICT FIVE – Intelight MAXVIEW Traffic Signal ATMS TMDD Interface

Overview

The Florida Department of Transportation, District Five (FDOT D5) is seeking a TMDD compliant Interface for the Intelight MAXVIEW traffic signal ATMS product and a sample client software application to exercise the interface from a VENDOR.

Scope of Work and Deliverables

1. TMDD Interface

The interface shall follow the Traffic Management Data Dictionary (TMDD) standard version 3.03d published in 11/20/2008 by Institute of Transportation Engineers (ITE). The interface should also follow the National Transportation Communications for ITS Protocol (NTCIP) 2306 v01 published in December 2008 by the American Association of State Highway and Transportation Officials (AASHTO), Institute of Transportation Engineers (ITE), and the National Electrical Manufacturers Association (NEMA).

The required TMDD data elements are listed in the accompanying Exhibit 1 – TMDDv3.03d_Requirements_v05.xlsx.

The implementation may make minimal corrections to the low level WSDL and SOAP data model to resolve the following 2 issues:

- Defining multi-part messages within the body of a WSDL element
- Using non-unique body part names within the WSDL

These minor corrections will allow the WSDL to be compiled successfully and have its low-level handlers capable of being auto-generated.

The enhanced signal ATMS software and accompanying scope deliverables will be available to agencies who have an active, supported license to the base signal ATMS software product which is upgraded/updated to the current version of the ATMS software. There will be no additional licensing or support costs associated with installing the new version of the ATMS software version containing the TMDD interface.

The VENDOR will provide a test environment exposing the TMDD API and data that FDOT D5 can test against.

2. Sample Client Application Exerciser

The Vendor will also develop a sample client software application that exercises the TMDD elements to use as a training tool.

3. Documentation

The Vendor will develop an ICD document describing the interface, and a WSDL interface definition that can be used by client software tools to facilitate software development.

Project Phasing and Schedule

This project can be divided into 2 phases.

Phase 1 shall be delivered first and include a subset of the interface containing a subset of the data elements. The Phase 1 elements are denoted in the table of elements (Exhibit 1) with an urgency of High.

Phase 2 shall additionally include the remaining data elements marked in Exhibit 1 with an urgency of Low. Phase 2 shall build upon and include elements from Phase 1.

Each phase shall include the enhanced signal ATMS software and the associated sample client application exerciser and documentation for the TMDD elements included in the phase.

STANDARD CONTRACT TERMS AND CONDITIONS

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

State of Florida PUR 1000

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

suspension.

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

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

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

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

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees.

CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

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

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

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

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

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

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

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

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

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

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

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

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

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

any additional compensation.

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

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

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

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

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

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

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

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

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

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

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

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

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

representative.

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

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

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

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

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

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

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

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

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

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

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

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

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

~~**41. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed~~

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

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

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

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

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

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

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

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

Exhibit 1

UN ID	User Need	Requirement ID	Requirement	Conf orma nce	Volume II ID	Urgency	R-ICMS DSS
2.3.1	Need for Connection Management						
2.3.1.1	Verify Connection Active			M			
	<i>Dialogs</i>	3.3.1.1.1	Send Center Active Verification Upon Request	M	3.1.3.1	Low	
		3.3.1.1.2	Publish Center Active Verification Information	O	3.1.22.1	Low	
		3.3.1.1.3	Subscribe to Center Active Verification Information	O	3.1.3.2	Low	
	<i>Request Message</i>	3.3.1.1.4	Contents of the Center Active Verification Request	M	3.2.3.1	Low	
		3.3.1.1.4.1	Required Center Active Verification Request Content	M	3.3.3.1, 3.3.16.3	Low	
	<i>Response Message</i>	3.3.1.1.5	Contents of the Center Active Information	M	3.2.3.2	Low	
		3.3.1.1.5.1	Required Center Active Information	M	3.3.16.3 organization-information 3.4.16.8 center-id 3.4.16.9 center-name	Low	
		3.3.1.1.5.2.1	Restrictions - Center Active	O		Not Needed	
	<i>Error Report Message</i>	3.3.1.4.1	Contents of the Error Report	M	3.2.3.3	Low	
		3.3.1.4.1.1	Required Error Report Contents	M	3.3.16.3, 3.4.3.1 3.4.3.2	Low	
		3.3.1.4.1.2.1	Restrictions - Error Report	O		Not Needed	
2.3.1.2	Need to Support Requests			M			
		3.3.1.2	Support Request-Response	M	2.3	High	
		3.4.2	Response Time	M		High	
	Need to Provide Roadway Network Data						
2.3.4.1.1	Need for Node Inventory			M			
	<i>Dialogs</i>	3.3.4.2.1.1	Send Node Inventory Information Upon Request	M		Low	
		3.3.4.2.1.2	Publish Node Inventory Information	O		Not Needed	
		3.3.4.2.1.3	Subscribe to Node Inventory Information	O		Not Needed	
	<i>Request Message</i>	3.3.4.1.1	Contents of the Traffic Network Information Request	M		Low	
		3.3.4.1.1.1	Required Traffic Network Information Request Content	M		Low	
		3.3.4.1.1.2.1	Authentication - Network (AuthNetwork)	O		Not Needed	
		3.3.4.1.1.2.1.1	Operator Identifier - Network	O		Not Needed	
		3.3.4.1.1.2.2	Roadway Network Identifier	O		Not Needed	
		3.3.4.1.1.2.3	Traffic Network Identifier	O		Not Needed	
		3.3.4.2.1.4	Contents of the Node Inventory Request	M		Low	
	<i>Response Message</i>	3.3.4.2.1.5	Contents of the Node Inventory Information	M		Low	
		3.3.4.2.1.5.1	Required Node Inventory Information Content	M		Low	
		3.3.4.2.1.5.2.1	Restrictions - Node Inventory	O		Not Needed	
		3.3.4.2.1.5.2.2	Roadway Network Name - Node Inventory	O		Not Needed	
		3.3.4.2.1.5.2.3	Node Name - Node Inventory	O		Not Needed	
		3.3.4.2.1.5.2.4	Node Description	O		Not Needed	
		3.3.4.2.1.5.2.5	Route Designator - Node Inventory	O		Not Needed	
		3.3.4.2.1.5.2.6	Node Direction	O		Not Needed	
		3.3.4.2.1.5.2.7	Linear Reference - Node Inventory	O		Not Needed	
		3.3.4.2.1.5.2.8	Node Type	O		Not Needed	
		3.3.4.2.1.5.2.9	Number of Links	O		Not Needed	
		3.3.4.2.1.5.2.10	Node Inventory Date and Time Change Information	O		Not Needed	
	<i>Error Report Message</i>	3.3.1.4.1	Contents of the Error Report	M		Low	
		3.3.1.4.1.1	Required Error Report Contents	M		Low	
		3.3.1.4.1.2.1	Restrictions - Error Report	O		Not Needed	
2.3.4.1.2	Need for Link Inventory			M			
	<i>Dialogs</i>	3.3.4.3.1.1	Send Link Inventory Information Upon Request	M		Low	

		3.3.4.3.1.2	Publish Link Inventory Information	0		Not Needed
		3.3.4.3.1.3	Subscribe to Link Inventory Information	0		Not Needed
	<i>Request Message</i>	3.3.4.1.1	Contents of the Traffic Network Information Request	M		Low
		3.3.4.1.1.1	Required Traffic Network Information Request Content	M		Low
		3.3.4.1.1.2.1	Authentication - Network (AuthNetwork)	0		Not Needed
		3.3.4.1.1.2.1.1	Operator Identifier - Network	0		Not Needed
		3.3.4.1.1.2.2	Roadway Network Identifier	0		Not Needed
		3.3.4.1.1.2.3	Traffic Network Identifier	0		Not Needed
		3.3.4.3.1.4	Contents of the Link Inventory Request	M		Low
	<i>Response Message</i>	3.3.4.3.1.5	Contents of the Link Inventory Information	M		Low
		3.3.4.3.1.5.1	Required Link Inventory Information Content	M		Low
		3.3.4.3.1.5.2.1	Restrictions - Link Inventory	0		Not Needed
		3.3.4.3.1.5.2.2	Roadway Network Name - Link Inventory	0		Not Needed
		3.3.4.3.1.5.2.3	Link Name - Link Inventory	0		Not Needed
		3.3.4.3.1.5.2.4	Alternate Names - Link Inventory	0		Not Needed
		3.3.4.3.1.5.2.5	Route Designator - Link Inventory	0		Not Needed
		3.3.4.3.1.5.2.6	Secondary Route Designator	0		Not Needed
		3.3.4.3.1.5.2.7	Linear Reference - Link Inventory	0		Not Needed
		3.3.4.3.1.5.2.8	Link Length	0		Not Needed
		3.3.4.3.1.5.2.9	Link Capacity	0		Not Needed
		3.3.4.3.1.5.2.10	Link Speed Limit - Link Inventory	0		Not Needed
		3.3.4.3.1.5.2.11	Link Truck Speed Limit - Link Inventory	0		Not Needed
		3.3.4.3.1.5.2.12	Speed Limit Units - Link Inventory	0		Not Needed
		3.3.4.3.1.5.2.13	Link Law Enforcement Jurisdiction	0		Not Needed
		3.3.4.3.1.5.2.14	Designated Owner	0		Not Needed
		3.3.4.3.1.5.2.15	Left Shoulder Width	0		Not Needed
		3.3.4.3.1.5.2.16	Right Shoulder Width	0		Not Needed
		3.3.4.3.1.5.2.17	Median Type	0		Not Needed
		3.3.4.3.1.5.2.18	Link Inventory Date and Time Change Information	0		Not Needed
	<i>Error Report Message</i>	3.3.1.4.1	Contents of the Error Report	M		Low
		3.3.1.4.1.1	Required Error Report Contents	M		Low
		3.3.1.4.1.2.1	Restrictions - Error Report	0		Not Needed
2.3.5	Need to Provide Control of Devices					
2.3.5.10	Need to Share Traffic Signal Control and Status					
2.3.5.10.1	Need to Share Signal System Inventory					
	<i>Dialogs</i>	3.3.5.11.1.1	Send Signal Inventory Information Upon Request	M	3.1.11.1	High
		3.3.5.11.1.2	Publish Signal Inventory Information	0	3.1.29.1	Low
		3.3.5.11.1.3	Subscribe to Signal Inventory Information	0	3.1.5.3	Low
	<i>Request Message</i>	3.3.5.1.1.1	Contents of Device Information Request	M	3.2.5.4	High
		3.3.5.1.1.1.1	Required Device Information Request Content	M	3.3.16.3, 3.4.5.15, 3.4.5.7	High
		3.3.5.1.1.1.2.1	Authentication - Device Information (DeviceAuth)	0		Low
		3.3.5.1.1.1.2.1.1	Operator Identifier - Device Information	0		Low
		3.3.5.1.1.1.2.2	External Center Organization - Device Information	0		Not Needed
		3.3.5.1.1.1.3.1	Device Identifier Filter	0		Low
		3.3.5.1.1.1.3.2	Roadway Network Identifier Filter	0		Low
		3.3.5.1.1.1.3.3	Link Identifier Filter	0		Not Needed
		3.3.5.1.1.1.3.4	Route Designator Filter	0		Not Needed
		3.3.5.1.1.1.3.5	Linear Reference Filter	0		Not Needed
		3.3.5.11.1.4	Contents of the Signal Inventory Request	M	3.2.5.4	High
	<i>Response Message</i>	3.3.5.1.2.1	Contents of the Device Inventory Header	M	3.3.5.8	High
		3.3.5.1.2.1.1	Required Device Inventory Content	M	3.3.16.3, 3.4.16.8, 3.6.9.4, 3.4.16.9	High
		3.3.5.1.2.1.2.1	Restrictions - Device Inventory	0		Not Needed
		3.3.5.1.2.1.2.2	Device Description	0	3.4.16.9	Low
		3.3.5.1.2.1.2.3	Device Control Type	0	3.4.5.5	Low
		3.3.5.1.2.1.2.4	Controller Description	0	3.4.16.9	Low
		3.3.5.1.2.1.2.5	Roadway Network Identifier - Device Inventory	0		Not Needed

		3.3.5.1.2.1.2.6	Node Identifier - Device Inventory	0	3.4.20.1	Low	
		3.3.5.1.2.1.2.7	Node Name - Device Inventory	0	3.4.21.1	Low	
		3.3.5.1.2.1.2.8	Link Identifier - Device Inventory	0	3.4.20.1	Low	
		3.3.5.1.2.1.2.9	Link Name - Device Inventory	0	3.4.21.1	Low	
		3.3.5.1.2.1.2.10	Link Direction - Device Inventory	0	3.4.14.9	Low	
		3.3.5.1.2.1.2.11	Linear Reference - Device Inventory	0		Not Needed	
		3.3.5.1.2.1.2.12	Linear Reference Version	0		Not Needed	
		3.3.5.1.2.1.2.13	Route Designator - Device Inventory	0	3.4.14.29	Low	
		3.3.5.1.2.1.2.14	Device Uniform Resource Locator (URL) (DeviceURL)	0		Not Needed	
		3.3.5.1.2.1.2.15	Device URL Reference Medium	0		Not Needed	
		3.3.5.1.2.1.2.16	Device Inventory Date and Time Change Information	0	3.3.10.1	Low	
		3.3.5.11.1.5	Contents of the Signal Inventory Information	M	3.2.11.4	High	
		3.3.5.11.1.5.1	Required Signal Inventory Content	M	3.3.5.8	High	Required by R-ICMS (Intersection name)
		3.3.5.11.1.5.2.1	Master Controller	0	3.4.16.8	Not Needed	
		3.3.5.11.1.5.2.2	Link Identifiers	0	3.4.20.1	Low	
		3.3.5.11.1.5.2.3	Direction of Traffic	0	3.4.14.9	Low	
		3.3.5.11.1.5.2.4	Movement Identifier (MovementIdentifier)	0	3.4.16.8	Low	
		3.3.5.11.1.5.2.5	Vehicle Movement Approach Link	0	3.4.16.8	Low	
		3.3.5.11.1.5.2.6	Pedestrian Movement Approach Link	0	3.4.16.8	Low	
		3.3.5.11.1.5.2.7	Departing Link	0	3.4.16.8	Low	
		3.3.5.11.1.5.2.8	Crossing Point	0	3.6.9.4	Low	
		3.3.5.11.1.5.2.9	Turning Movement Approach Vector	0	3.4.12.9	Low	
		3.3.5.11.1.5.2.10	Turning Movement Type	0	3.4.12.8	Low	
		3.3.5.11.1.5.2.11	Turning Movement Lanes	0	3.4.14.11	Low	
		3.3.5.11.1.5.2.12	Turning Movement Description	0	3.4.16.9	Low	
		3.3.5.11.1.5.2.13	Phase Identifier (PhaseIdentifier)	0	3.6.7.17	High	Required by R-ICMS
		3.3.5.11.1.5.2.14	Coordinated Phase	0	3.6.7.19	High	Required by R-ICMS
		3.3.5.11.1.5.2.15	Concurrent Phases	0	3.6.7.17	High	in support of dual entry
		3.3.5.11.1.5.2.16	Active Movements	0	3.4.16.8	High	Required by R-ICMS
		3.3.5.11.1.5.2.17	Overlap Phase	0	3.6.7.3	High	R-turn overlap phase Y/N (protected R coincides with protected L opposite U/D) Dallas phasing E/W, default No Dallas phasing N/S default No
		3.3.5.11.1.5.2.18	Overlap Included Phases	0	3.6.7.17	High	R-turn overlap phase Y/N (protected R coincides with protected L opposite U/D) Dallas phasing E/W, default No Dallas phasing N/S default No
		3.3.5.11.1.5.2.19	Ring Identifier	0	3.4.16.8	High	Lagging left-turn phase Y/N (protected L-turn can lag thru movement)
		3.3.5.11.1.5.2.20	Ring-Phase Assignment	0	3.6.7.17	High	Lagging left-turn phase Y/N (protected L-turn can lag thru movement)
		3.3.5.11.1.5.2.21	Special Function Identifier	0	3.6.7.22	High	Required by R-ICMS
		3.3.5.11.1.5.2.22	Special Function Description	0	3.4.16.9	High	Required by R-ICMS
		3.3.5.11.1.5.2.23	Time Reference	0	3.4.12.11	Low	
		3.3.5.11.1.5.2.24	Pattern Sync Reference	0	3.6.7.23	High	Required by R-ICMS
	<i>Error Report Message</i>	3.3.1.4.1	Contents of the Error Report	M	3.2.3.3	High	
		3.3.1.4.1.1	Required Error Report Contents	M	3.3.16.3	High	
		3.3.1.4.1.2.1	Restrictions - Error Report	0		Not Needed	
2.3.5.10.3	Need to Share Intersection Status						
	<i>Dialogs</i>	3.3.5.11.2.1	Send Intersection Status Information Upon Request	M	3.1.11.2	High	
		3.3.5.11.2.2	Publish Intersection Status Information	0	3.1.29.3	Low	
		3.3.5.11.2.3	Subscribe to Signal Status Information	0	3.1.5.3	Low	
	<i>Request Message</i>	3.3.5.1.1.1	Contents of Device Information Request	M	3.2.5.4	High	
		3.3.5.1.1.1.1	Required Device Information Request Content	M	3.3.16.3, 3.4.5.15, 3.4.5.7	High	
		3.3.5.1.1.1.2.1	Authentication - Device Information (DeviceAuth)	0		Not Needed	
		3.3.5.1.1.1.2.1.1	Operator Identifier - Device Information	0		Not Needed	
		3.3.5.1.1.1.2.2	External Center Organization - Device Information	0		Not Needed	
		3.3.5.1.1.1.3.1	Device Identifier Filter	0	3.4.16.8	High	
		3.3.5.1.1.1.3.2	Roadway Network Identifier Filter	0		Not Needed	
		3.3.5.1.1.1.3.3	Link Identifier Filter	0		Not Needed	
		3.3.5.1.1.1.3.4	Route Designator Filter	0		Not Needed	
		3.3.5.1.1.1.3.5	Linear Reference Filter	0		Not Needed	
		3.3.5.11.2.4	Contents of the Intersection Status Request	M	3.2.5.4	High	
	<i>Response Message</i>	3.3.5.1.3.1	Contents of the Device Status Header	M	3.3.5.13	High	
		3.3.5.1.3.1.1	Required Device Status Header Content	M	3.3.16.3	High	
		3.3.5.1.3.1.2.1	Restrictions - Device Status	0		Not Needed	

		3.3.5.1.3.1.2.2	Unique Identifier of the Controlling Center	0		Not Needed	
		3.3.5.1.3.1.2.3	Device Communications Status	0	3.4.5.4	High	
		3.3.5.1.3.1.2.4	Operator Identifier - Device Status	0		Not Needed	
		3.3.5.1.3.1.2.5	Event Identifier - Device Status	0	3.4.16.8	Not Needed	
		3.3.5.1.3.1.2.6	Event Response Plan - Device Status	0		Not Needed	
		3.3.5.1.3.1.2.7	Device Status Date and Time Change Information	0	3.3.10.1	Not Needed	
		3.3.5.11.2.5	Contents of the Intersection Status Information	M	3.2.11.6	High	
		3.3.5.11.2.5.1	Required Intersection Status Content	M	3.3.5.13, 3.4.12.5, 3.4.12.3, 3.4.12.7	High	
		3.3.5.11.2.5.2.1	Section Identifier - Signal Status	0	3.4.16.8	High	
		3.3.5.11.2.5.2.2	Planned Signal Timing Mode Description	0	3.4.16.9	High	
		3.3.5.11.2.5.2.3	Timing Pattern Identifier - Current	0	3.4.16.8	High	
		3.3.5.11.2.5.2.4	Timing Pattern Description	0	3.4.16.9	High	
		3.3.5.11.2.5.2.5	Actuation Mode	0	3.4.12.1	High	
		3.3.5.11.2.5.2.6	Plan Mode	0	3.6.7.21	High	recall mode
		3.3.5.11.2.5.2.7	Cycle Length - Planned	0	3.6.7.8	High	
		3.3.5.11.2.5.2.8	Cycle Length - Current	0	3.6.7.8	High	
		3.3.5.11.2.5.2.9	Cycle Length - Previous	0	3.6.7.8	High	
		3.3.5.11.2.5.2.10	Master Cycle Length - Actual	0	3.6.7.8	High	
		3.3.5.11.2.5.2.11	Controller Cycle Counter	0	3.6.7.1	High	
		3.3.5.11.2.5.2.12	Master Cycle Counter	0	3.6.7.2	High	
		3.3.5.11.2.5.2.13	Offset Reference	0	3.4.12.2	High	Offset (s) for coordinated signals
		3.3.5.11.2.5.2.14	Offset - Planned	0	3.6.7.9	High	
		3.3.5.11.2.5.2.15	Offset - Actual	0	3.6.7.9	High	
		3.3.5.11.2.5.2.16	Offset - Previous	0	3.6.7.9	High	
		3.3.5.11.2.5.2.17	Controller Timestamp	0	3.6.10.1	High	
		3.3.5.11.2.5.2.18	Phase Split	0	3.3.12.11	High	
		3.3.5.11.2.5.2.19	Ring Status	0	3.3.12.15	High	
		3.3.5.11.2.5.2.20	Active Phases	0	3.6.7.10, 3.6.7.12, 3.6.7.15	High	
		3.3.5.11.2.5.2.21	Phase Status Greens	0	3.6.7.10, 3.6.7.12	High	
		3.3.5.11.2.5.2.22	Phase Status Yellows	0	3.6.7.10, 3.6.7.16	High	
		3.3.5.11.2.5.2.23	Phase Status Reds	0	3.6.7.10, 3.6.7.14	High	
		3.3.5.11.2.5.2.24	Phase Status Walks	0	3.6.7.10, 3.6.7.15	High	
		3.3.5.11.2.5.2.25	Phase Status Pedestrian Clearance	0	3.6.7.10, 3.6.7.13	High	
		3.3.5.11.2.5.2.26	Phase Status Dont Walks	0	3.6.7.10, 3.6.7.11	High	
		3.3.5.11.2.5.2.27	Overlap Phase Status Greens	0	3.6.7.4, 3.6.7.5	High	R-turn overlap phase Y/N (protected R coincides with protected L opposite O/D)
		3.3.5.11.2.5.2.28	Overlap Phase Status Yellows	0	3.6.7.4, 3.6.7.7	High	R-turn overlap phase Y/N (protected R coincides with protected L opposite O/D)
		3.3.5.11.2.5.2.29	Overlap Phase Status Reds	0	3.6.7.4, 3.6.7.6	High	R-turn overlap phase Y/N (protected R coincides with protected L opposite O/D)
		3.3.5.11.2.5.2.30	Special Functions	0	3.4.16.8	High	
		3.3.5.11.2.5.2.31	Preemption / Priority Description	0	3.4.16.9	High	
	<i>Error Report Message</i>	3.3.1.4.1	Contents of the Error Report	M	3.2.3.3	High	
		3.3.1.4.1.1	Required Error Report Contents	M	3.3.16.3	High	
		3.3.1.4.1.2.1	Restrictions - Error Report	0		Not Needed	
	Need to Control a Remote Traffic Signal Controller						
	<i>Dialogs</i>	3.3.5.11.3.1	Send Signal Control Response Upon Request	M	3.1.11.5	High	
	<i>Request Message</i>	3.3.5.1.4.1	Contents of Device Control Request Header	M	3.3.5.2	High	
		3.3.5.1.4.1.1	Required Device Control Request Header Content	M	3.3.3.1	High	
		3.3.5.1.4.1.2.1	Operator Identifier - Device Control	0	3.4.16.8	High	
		3.3.5.1.4.1.2.2	Event Identifier - Device Control	0	3.4.16.8	Not Needed	
		3.3.5.1.4.1.2.3	Event Response Plan - Device Control	0	3.4.16.8	Not Needed	
		3.3.5.1.4.1.2.4	Request Priority - Device Control	0	3.4.5.3	Not Needed	
		3.3.5.1.4.1.2.5	Control Request Start Date and Time	0	3.3.10.1	Not Needed	
		3.3.5.1.4.1.2.6	Control Request Expiration Date and Time	0	3.3.10.1	Not Needed	
		3.3.5.1.4.1.2.7	Control Request Date and Time Information	0	3.3.10.1	Not Needed	
		3.3.5.11.3.2	Contents of Signal Control Request	M	3.2.11.1	High	
		3.3.5.11.3.2.1	Required Signal Control Request Content	M	3.3.5.2	High	
		3.3.5.11.3.2.2.1	Signal Timing Mode - Signal Control Request	0	3.4.12.4	High	
		3.3.5.11.3.2.2.2	Signal Timing Pattern - Signal Control Request	0	3.4.16.8	High	
		3.3.5.11.3.2.2.3	Offset Adjustment - Signal Control Request	0	3.6.7.9	Low	
	<i>Response Message</i>	3.3.5.1.4.2.1	Required Device Control Response Content	M	3.3.16.3	High	
		3.3.5.1.4.2.2.1	Operator Identifier - Device Control Acknowledge	0	3.4.16.8	Not Needed	
		3.3.5.1.4.2.2.2	Operator Lock Identifier	0		Not Needed	

		3.3.5.1.4.2.2.3	Operator Last Revised Date and Time - Device Control	O	3.4.16.9	Not Needed	
		3.3.5.11.3.3	Contents of Signal Control Response	M	3.2.11.2	High	
		3.3.5.11.3.3.1	Required Signal Control Response Content	M	3.3.5.3	High	
		3.3.5.11.3.3.2.1	Section Identifier - Signal Control	O	3.4.16.8	High	
		3.3.5.11.3.3.2.2	Timing Mode - Signal Control	O	3.4.12.4	High	
		3.3.5.11.3.3.2.3	Timing Pattern Identifier - Signal Control	O	3.4.16.8	High	
		3.3.5.11.3.3.2.4	Offset Adjustment - Signal Control Response	O	3.6.7.9	Low	
	<i>Error Report Message</i>	3.3.1.4.1	Contents of the Error Report	M	3.2.3.3	High	
		3.3.1.4.1.1	Required Error Report Contents	M	3.3.16.3	High	
		3.3.1.4.1.2.1	Restrictions - Error Report	O		Not Needed	
	Need to Verify Traffic Signal Controller Control Request Status						
	<i>Dialogs</i>	3.3.5.1.5.1	Send Device Control Status Upon Request	M	3.1.5.2	Low	
		3.3.5.11.4.1	Send Signal Control Status Upon Request	M	3.1.5.2	Low	
	<i>Request Message</i>	3.3.5.1.5.2	Contents of the Device Control Status Request	M	3.2.5.3	Low	
		3.3.5.1.5.2.1	Required Device Control Status Request Content	M	3.3.16.3	Low	
		3.3.5.1.5.2.2.1	Authentication - Device Control Status (ControlStatusAuth)	O		Not Needed	
		3.3.5.1.5.2.2.1.1	Operator Identifier - Device Control Status	O		Not Needed	
		3.3.5.11.4.2	Contents of the Signal Control Status Request	M	3.2.5.3	Low	
	<i>Response Message</i>	3.3.5.1.4.2	Contents of Device Control Request Response	M	3.2.5.2	Low	
		3.3.5.1.4.2.1	Required Device Control Response Content	M	3.3.16.3	Low	
		3.3.5.1.4.2.2.1	Operator Identifier - Device Control Acknowledge	O		Not Needed	
		3.3.5.1.4.2.2.2	Operator Lock Identifier	O		Not Needed	
		3.3.5.1.4.2.2.3	Operator Last Revised Date and Time - Device Control	O		Not Needed	
		3.3.5.1.5.3	Contents of Device Control Status Response	M	3.2.5.2	Low	
		3.3.5.11.4.3	Contents of the Signal Control Status Response	M	3.2.5.2	Low	
	<i>Error Report Message</i>	3.3.1.4.1	Contents of the Error Report	M	3.2.3.3	Low	
		3.3.1.4.1.1	Required Error Report Contents	M	3.3.16.3	Low	
		3.3.1.4.1.2.1	Restrictions - Error Report	O		Not Needed	
	Need to Cancel Traffic Controller Control Requests						
	<i>Dialogs</i>	3.3.5.1.6.1	Send Cancel Control Response Upon Request	M	3.1.5.1	Low	
		3.3.5.11.5.1	Send Cancel Signal Control Response Upon Request	M	3.1.5.1	Low	
	<i>Request Message</i>	3.3.5.1.6.2	Contents of Cancel Device Control Request	M	3.2.5.1	Low	
		3.3.5.1.6.2.1	Required Cancel Device Control Request Content	M	3.3.3.1	Low	
		3.3.5.1.6.2.2.1	Operator Identifier - Cancel Device Control	O		Low	Probably needed for security when sending any command/control requests
		3.3.5.11.5.2	Contents of Cancel Signal Control Request	M	3.2.5.1	Low	
	<i>Response Message</i>	3.3.5.1.4.2	Contents of Device Control Request Response	M	3.2.5.2	Low	
		3.3.5.1.4.2.1	Required Device Control Response Content	M	3.3.16.3	Low	
		3.3.5.1.4.2.2.1	Operator Identifier - Device Control Acknowledge	O		Not Needed	
		3.3.5.1.4.2.2.3	Operator Last Revised Date and Time - Device Control	O		Not Needed	
		3.3.5.1.6.3	Contents of Cancel Device Control Request Response	M	3.2.5.2	Low	
		3.3.5.11.5.3	Contents of Cancel Signal Control Request Response	M	3.2.5.2	Low	
	<i>Error Report Message</i>	3.3.1.4.1	Contents of the Error Report	M	3.2.3.3	Low	
		3.3.1.4.1.1	Required Error Report Contents	M	3.3.16.3	Low	
		3.3.1.4.1.2.1	Restrictions - Error Report	O		Not Needed	
2.3.5.10.7	Need to Share Controller Timing Patterns						
	<i>Dialogs</i>	3.3.5.11.7.1	Send Signal Timing Pattern Upon Request	M	3.1.11.3	High	
		3.3.5.11.7.2	Publish Signal Timing Pattern Information	M	3.1.29.2	Low	
		3.3.5.11.7.3	Subscribe to Signal Timing Pattern Information	M	3.1.11.4	Low	
	<i>Request Message</i>	3.3.5.1.1.1.1	Required Device Information Request Content	M	3.3.16.3, 3.4.5.15, 3.4.5.7	High	
		3.3.5.1.1.1.2.1	Authentication - Device Information (DeviceAuth)	O		Not Needed	
		3.3.5.1.1.1.2.1.1	Operator Identifier - Device Information	M		Not Needed	
		3.3.5.1.1.1.2.2	External Center Organization - Device Information	O		Not Needed	
		3.3.5.1.1.1.3.1	Device Identifier Filter	O	3.4.16.8	High	
		3.3.5.1.1.1.3.2	Roadway Network Identifier Filter	O		Not Needed	
		3.3.5.1.1.1.3.3	Link Identifier Filter	O		Not Needed	
		3.3.5.1.1.1.3.4	Route Designator Filter	O		Not Needed	
		3.3.5.1.1.1.3.5	Linear Reference Filter	O		Not Needed	
		3.3.5.1.1.1.3.7	Pattern Identifier Filter	O		Not Needed	
		3.3.5.11.7.4	Contents of the Signal Timing Pattern Inventory Request	M	3.2.11.8	High	

		3.3.5.11.7.4.1	Required Signal Timing Pattern Information Inventory Request	M	3.3.5.6	High	
		3.3.5.11.7.4.2.1	Timing Pattern Identifier	O	3.4.16.8	High	
	<i>Response Message</i>	3.3.5.11.7.5	Contents of the Signal Timing Pattern Inventory Information Response	M	3.2.11.7	High	
		3.3.5.11.7.5.1	Required Signal Timing Pattern Information Response Content	M	3.3.16.3 organization-information 3.4.16.8 device-id 3.4.16.8 timing-pattern-id 3.6.7.8 cycle-length 3.6.7.9 offset-time 3.6.7.17 phase-identifier 3.6.7.19 coordinated-phase 3.6.7.21 split-mode 3.6.7.20 phase-split	High	Phase split - initial value can be calculated from fields below (min green, yellow change, red clearance, and ped+flash) recall mode Offset (s) for coordinated signals
		3.3.5.11.7.5.2.1	Restrictions - Timing Pattern	O		Not Needed	
		3.3.5.11.7.5.2.2	Description of Timing Pattern	O	3.4.16.9	High	Needed for R-ICMS
		3.3.5.11.7.5.2.3	Maximum Green Duration	O	3.4.12.10	High	Phase split - initial value can be calculated from fields below (min green, yellow change, red clearance, and ped+flash)
		3.3.5.11.7.5.2.4	Minimum Green Duration	O	3.4.12.10	High	Phase split - initial value can be calculated from fields below (min green, yellow change, red clearance, and ped+flash) minimum green time, default
		3.3.5.11.7.5.2.5	Vehicle Clearance Duration	O	3.4.12.10	High	Phase split - initial value can be calculated from fields below (min green, yellow change, red clearance, and ped+flash)
		3.3.5.11.7.5.2.6	Vehicle Red Duration	O	3.4.12.10	High	Phase split - initial value can be calculated from fields below (min green, yellow change, red clearance, and ped+flash)
		3.3.5.11.7.5.2.7	Minimum Walk Duration	O	3.4.12.10	High	Phase split - initial value can be calculated from fields below (min green, yellow change, red clearance, and ped+flash) walk interval (s)
		3.3.5.11.7.5.2.8	Pedestrian Clearance Duration	O	3.4.12.10	High	Phase split - initial value can be calculated from fields below (min green, yellow change, red clearance, and ped+flash) pedestrian clear time (s)
		3.3.5.11.7.5.2.9	Steady-dont-walk Duration	O	3.4.12.10	High	Phase split - initial value can be calculated from fields below (min green, yellow change, red clearance, and ped+flash) pedestrian clear time (s)
		3.3.5.11.7.5.2.10	Phase Sequence Information	O	3.3.12.16	High	Phase split - initial value can be calculated from fields below (min green, yellow change, red clearance, and ped+flash) Lagging left-turn phase Y/N (protected L-turn can lag thru movement)
		3.3.5.11.7.5.2.11	Timing Pattern Inventory Date and Time Change Information	O	3.3.10.1	Low	Needed for R-ICMS
	<i>Error Report Message</i>	3.3.1.4.1	Contents of the Error Report	M	3.2.3.3	High	
		3.3.1.4.1.1	Required Error Report Contents	M	3.3.16.3	High	
		3.3.1.4.1.2.1	Restrictions - Error Report	O		Not Needed	
2.3.5.10.8	Need to Share Controller Schedule						
	<i>Dialogs</i>	3.3.5.11.6.1	Send Signal Timing Pattern Schedule Information Upon Request	M	3.1.11.6	High	
		3.3.5.11.6.2	Publish Signal Timing Pattern Schedule Information	O	3.1.29.4	Low	
		3.3.5.11.6.3	Subscribe to Signal Timing Pattern Schedule Information	O	3.1.5.3	Low	
	<i>Request Message</i>	3.3.5.1.1.1	Contents of Device Information Request	M	3.2.5.4	High	
		3.3.5.1.1.1.1	Required Device Information Request Content	M	3.3.16.3, 3.4.5.15, 3.4.5.7	High	
		3.3.5.1.1.1.2.1	Authentication - Device Information (DeviceAuth)	O		Not Needed	
		3.3.5.1.1.1.2.1.1	Operator Identifier - Device Information	O		Not Needed	
		3.3.5.1.1.1.2.2	External Center Organization - Device Information	O		Not Needed	
		3.3.5.1.1.1.3.1	Device Identifier Filter	O	3.4.16.8	High	
		3.3.5.1.1.1.3.2	Roadway Network Identifier Filter	O		Not Needed	
		3.3.5.1.1.1.3.3	Link Identifier Filter	O		Not Needed	
		3.3.5.1.1.1.3.4	Route Designator Filter	O		Not Needed	
		3.3.5.1.1.1.3.5	Linear Reference Filter	O		Not Needed	
		3.3.5.11.6.4	Contents of the Signal Timing Pattern Schedule Request	M	3.2.5.4	High	
	<i>Response Message</i>	3.3.5.1.8.1.1	Required Device Schedule Information Content	M	3.3.16.3	High	
		3.3.5.1.8.1.2.1	Restrictions - Device Schedule	O		Not Needed	
		3.3.5.11.6.5	Contents of the Signal Timing Pattern Schedule Information	M	3.2.11.3	High	
		3.3.5.11.6.5.1	Required Signal Timing Pattern Schedule Content	M	3.3.5.4, 3.4.12.4, 3.4.16.8	High	
	<i>Error Report Message</i>	3.3.1.4.1	Contents of the Error Report	M	3.2.3.3	High	

		3.3.1.4.1.1	Required Error Report Contents	M	3.3.16.3	High	
		3.3.1.4.1.2.1	Restrictions - Error Report	O		Not Needed	
2.3.5.10.13	Need to Share Section Status						
	<i>Dialogs</i>	3.3.5.11.8.1	Send Section Status Information Upon Request	M	3.1.18.1	Low	
		3.3.5.11.8.2	Publish Section Status Information	O	3.1.33.1	Low	
		3.3.5.11.8.3	Subscribe to Section Status Information	O	3.1.5.3	Low	
	<i>Request Message</i>	3.3.5.1.1.1	Contents of Device Information Request	M	3.2.5.4	Low	
		3.3.5.1.1.1.1	Required Device Information Request Content	M	3.3.16.3, 3.4.5.15, 3.4.5.7	Low	
		3.3.5.1.1.1.2.1	Authentication - Device Information (DeviceAuth)	O		Not Needed	
		3.3.5.1.1.1.2.1.1	Operator Identifier - Device Information	O		Not Needed	
		3.3.5.1.1.1.2.2	External Center Organization - Device Information	O		Not Needed	
		3.3.5.1.1.1.3.1	Device Identifier Filter	O	3.4.16.8	Low	
		3.3.5.1.1.1.3.2	Roadway Network Identifier Filter	O		Not Needed	
		3.3.5.1.1.1.3.3	Link Identifier Filter	O		Not Needed	
		3.3.5.1.1.1.3.4	Route Designator Filter	O		Not Needed	
		3.3.5.1.1.1.3.5	Linear Reference Filter	O		Not Needed	
		3.3.5.1.1.1.3.6	Section Identifier Filter	O		Low	
		3.3.5.11.8.4	Contents of the Section Status Request	M	3.2.5.4	Low	
	<i>Response Message</i>	3.3.5.11.8.5	Contents of the Section Status Information	M	3.2.18.6	Low	
		3.3.5.11.8.5.1	Required Section Status Content	M	3.3.16.3 organization-information 3.4.16.8 section-id 3.4.16.8 node-id-list 3.4.19.1 section-control-mode 3.4.16.8 timing-pattern-id	Low	
		3.3.5.11.8.5.2.1	Restrictions - Section Status	O		Not Needed	
		3.3.5.11.8.5.2.2	Section Name	O	3.4.16.9	Low	
		3.3.5.11.8.5.2.3	Description of Timing Pattern - Section Status	O	3.4.16.9	Low	
		3.3.5.11.8.5.2.4	Cycle Length - Section Status	O	3.6.7.8	Low	
		3.3.5.11.8.5.2.5	Operator Identifier - Section Status	O		Not Needed	
		3.3.5.11.8.5.2.6	Event Identifier - Section Status	O		Not Needed	
		3.3.5.11.8.5.2.7	Event Response Plan - Section Status	O		Not Needed	
		3.3.5.11.8.5.2.8	Section Status Date and Time Change Information	O	3.3.10.1	Low	
	<i>Error Report Message</i>	3.3.1.4.1	Contents of the Error Report	M	3.2.3.3	Low	
		3.3.1.4.1.1	Required Error Report Contents	M	3.3.16.3	Low	
		3.3.1.4.1.2.1	Restrictions - Error Report	O		Not Needed	
2.3.5.10.18	Need to Share Section Timing Pattern Schedule						
	<i>Dialogs</i>	3.3.5.11.12.1	Send Section Timing Pattern Schedule Information Upon Request	M	3.1.18.3	Low	
		3.3.5.11.12.2	Publish Section Timing Pattern Schedule Information	O	3.1.33.2	Low	
		3.3.5.11.12.3	Subscribe to Section Timing Pattern Schedule Information	O	3.1.5.3	Low	
	<i>Request Message</i>	3.3.5.1.1.1	Contents of Device Information Request	M	3.2.5.4	Low	
		3.3.5.1.1.1.1	Required Device Information Request Content	M	3.3.16.3, 3.4.5.15, 3.4.5.7	Low	
		3.3.5.1.1.1.2.1	Authentication - Device Information (DeviceAuth)	O		Not Needed	
		3.3.5.1.1.1.2.1.1	Operator Identifier - Device Information	O		Not Needed	
		3.3.5.1.1.1.2.2	External Center Organization - Device Information	O		Not Needed	
		3.3.5.1.1.1.3.1	Device Identifier Filter	O	3.4.16.8	Low	
		3.3.5.1.1.1.3.2	Roadway Network Identifier Filter	O		Not Needed	
		3.3.5.1.1.1.3.3	Link Identifier Filter	O		Not Needed	
		3.3.5.1.1.1.3.4	Route Designator Filter	O		Not Needed	
		3.3.5.1.1.1.3.5	Linear Reference Filter	O		Not Needed	
		3.3.5.1.1.1.3.6	Section Identifier Filter	O		Low	
		3.3.5.11.12.4	Contents of the Section Timing Pattern Schedule Request	M	3.2.5.4	Low	
	<i>Response Message</i>	3.3.5.11.12.5	Contents of the Section Timing Pattern Schedule Information	M	3.2.18.3	Low	Required for corridor definitions. A.k.a. "Flex Groups"
		3.3.5.11.12.5.1	Required Section Timing Pattern Schedule Content	M	3.3.16.3, 3.4.16.8, 3.6.6.1, 3.6.6.2, 3.6.6.3, 3.6.6.4, 3.6.6.5, 3.6.6.6, 3.6.6.7, 3.3.10.1, 3.4.12.4	Low	Required for corridor definitions. A.k.a. "Flex Groups"
		3.3.5.11.12.5.2.1	Restrictions - Section Schedule	O		Not Needed	
	<i>Error Report Message</i>	3.3.1.4.1	Contents of the Error Report	M	3.2.3.3	Low	

	3.3.1.4.1.1	Required Error Report Contents	M	3.3.16.3	Low	
	3.3.1.4.1.2.1	Restrictions - Error Report	0		Not Needed	

**State of Florida Department of
Transportation**



FORMS

INVITATION TO BID

**District Five Intelight MAXVIEW -Traffic Signal ATMS
TMDD Interface**

ITB-DOT-18-19-5011-INTE

1. Registration Form, Form No. 1
2. Bid Price Proposal Form, Form No. 2
3. Drug-Free Workplace Program Certification, Form No. 3
4. Vendor Certification Regarding Scrutinized Companies List, Form No. 4
5. MBE Planned Utilization, Form No. 5
6. Vendor Data Sheet, Form No. 6
7. Public Records Form, Form No. 7
8. In-State Preference Form, Form No. 8

State of Florida
Department of Transportation, District Five
Procurement Services
719 South Woodland Boulevard
DeLand, Florida 32720-6834

INVITATION TO BID REGISTRATION

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

Bid Number: ITB-DOT-18-19-5011-INTE

Title: District Five Intelight MAXVIEW - Traffic Signal ATMS TMDD Interface

Bid Due Date & Time (On or before): February 26, 2019 at 2:00PM

Potential bidders should notify our office by returning this Bid Registration Form as soon as possible after downloading. Complete the information below and fax this sheet only to the Florida Department of Transportation Procurement Office at E-Fax Number (850) 412-8092.

THE INVITATION TO BID DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE. Notice of changes (addenda), will be posted on the Florida Vendor Bid System at www.myflorida.com, under this bid number (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", then click on "Search Advertisements", click on the drop-down arrow beside the box under Advertisement Type, select Competitive Solicitation, click on the drop-down arrow beside the box under Agency, select DEPARTMENT OF TRANSPORTATION, then go to the bottom of the same page and click on Initiate Search). It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.

Company Name: _____ FEID# _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax Number: _____

Contact Person: _____

Internet E-Mail Address: _____

All Questions are to be sent via E-Mail to the address listed in Special Conditions, Section 3.

BID PRICE PROPOSAL FORM

FORM NO. 2

BID #: ITB-DOT-18-19-5011-INTE

BID TITLE: DISTRICT FIVE – INTELIGHT MAXVIEW - TRAFFIC SIGNAL ATMS TMDD INTERFACE

BID AS SPECIFIED

COMMODITIES TO BE PROVIDED AS SPECIFIED IN ATTACHED TECHNICAL SPECIFICATIONS

TABLE 1

Description	Phase	Delivery Date	Total
Traffic Signal ATMS TMDD Interface for Intelight MAXVIEW	Phase 1	10/12/2019	\$
Traffic Signal ATMS TMDD Interface for Intelight MAXVIEW	Phase 2	02/11/2020	\$
**Grand Total (Phase 1 cost plus Phase 2 cost)	Not Applicable	Not Applicable	\$

**The Department reserves the right to correct the Grand Total if calculated improperly

The Total Price listed above in Table 1 shall be a **“loaded total price”** including **all** costs associated with the software product being purchased, respective of each phase, as required in the Technical Specifications.

The cost for each phase will be paid once the software respective to that phase as required in the Technical Specifications is delivered and tested utilizing the delivered Sample Client Application Exerciser.

The Delivery Date listed above in Table 1 shall be the date by which all items associated with the respective phase will be delivered to the Department.

This project will be awarded to the Vendor who provides the lowest Grand Total Price.

MFMP Transaction Fee

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

NOTE: In submitting a response, the bidder acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

ACKNOWLEDGEMENT

I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the response submitted is made in conformance with all requirements of the solicitation. (Please sign and provide the required information at the top of the next page).

Bidder: _____ FEID#: _____

Address: _____ City, State, Zip: _____

Phone: _____ Fax: _____ Email: _____

Authorized Signature: _____ Date: _____

Name Printed/Typed: _____ Title: _____

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION
ITB-DOT-18-19-5011-INTE**

287.087 Preference to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) PUBLISH A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSING, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE IS PROHIBITED IN THE WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION.

(2) INFORM EMPLOYEES ABOUT THE DANGERS OF DRUG ABUSE IN THE WORKPLACE, THE BUSINESS'S POLICY OF MAINTAINING A DRUG-FREE WORKPLACE, ANY AVAILABLE DRUG COUNSELING, REHABILITATION, AND EMPLOYEE ASSISTANCE PROGRAMS, AND THE PENALTIES THAT MAY BE IMPOSED UPON EMPLOYEES FOR DRUG ABUSE VIOLATIONS.

(3) GIVE EACH EMPLOYEE ENGAGED IN PROVIDING THE COMMODITIES OR CONTRACTUAL SERVICES THAT ARE UNDER BID A COPY OF THE STATEMENT SPECIFIED IN SUBSECTION (1).

(4) IN THE STATEMENT SPECIFIED IN SUBSECTION (1), NOTIFY THE EMPLOYEES THAT, AS A CONDITION OF WORKING ON THE COMMODITIES OR CONTRACTUAL SERVICES THAT ARE UNDER BID, THE EMPLOYEE WILL ABIDE BY THE TERMS OF THE STATEMENT AND WILL NOTIFY THE EMPLOYER OF ANY CONVICTION OF, OR PLEA OF GUILTY OR NOLO CONTENDERE TO, ANY VIOLATION OF CHAPTER 893 OR OF ANY CONTROLLED SUBSTANCE LAW OF THE UNITED STATES OR ANY STATE, FOR A VIOLATION OCCURRING IN THE WORKPLACE NO LATER THAN 5 DAYS AFTER SUCH CONVICTION.

(5) IMPOSE A SANCTION ON, OR REQUIRE THE SATISFACTORY PARTICIPATION IN A DRUG ABUSE ASSISTANCE OR REHABILITATION PROGRAM IF SUCH IS AVAILABLE IN THE EMPLOYEE'S COMMUNITY BY, ANY EMPLOYEE WHO IS SO CONVICTED.

(6) MAKE A GOOD FAITH EFFORT TO CONTINUE TO MAINTAIN A DRUG-FREE WORKPLACE THROUGH IMPLEMENTATION OF THIS SECTION.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

YES

NO

Name of Business: _____

(Authorized Signature in Ink)

(Date)

(Print Name)

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

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MBE PLANNED UTILIZATION

PROCUREMENT NO. ITB-DOT-18-19-5011-TRAF FINANCIAL PROJECT NO. 417738-2-93-91

(DEPARTMENT USE ONLY)

DESCRIPTION: _____

I, _____, _____
(name) (title)

of _____

plan to subcontract at least _____ % (percent) of the project costs on the above referenced project to Minority Business Enterprises.

If I have indicated above that a portion of the project costs will be subcontracted to MBE(s), the firms considered as proposed subconsultants/contractors and the types of services or commodities to be subcontracted are as follows:

MBE SUBCONSULTANTS/CONTRACTORS

TYPES OF SERVICES/COMMODITIES

I understand that I will need to submit Minority Business Enterprises (MBE) payment certification forms to the Department for reporting purposes only.

Signed: _____

Title: _____

VENDOR DATA SHEET
ITB-DOT-18-19-5013-TRAF

VENDOR INFORMATION

DATE: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID): _____

Attach your W-9 Form (State Purchasing System (SPURS) Vendor Number) <https://flvendor.myfloridacfo.com/>

VENDOR NAME: _____

CORPORATE STRUCTURE: (Inc./LLC): _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

CELLULAR: _____

TOLL FREE NO.: (800) _____ FAX NO.: _____ / _____

INTERNET E-MAIL ADDRESS: _____

INTERNET WEBSITE URL: _____

LOCAL OFFICE INFORMATION, (If other than above)

CONTACT NAME: _____

ALTERNATE CONTACT: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

CELLULAR: _____

TOLL FREE NO.: (800) _____ FAX NO.: _____ / _____

INTERNET E-MAIL ADDRESS: _____

RFP Requirements

1) REGISTERED IN MYFLORIDAMARKETPLACE: (Y/N) _____ Attach Proof
<https://vendor.myfloridamarketplace.com>

2) REGISTERED WITH THE DIVISION OF CORPORATIONS (Y/N) _____ Attach Proof
<http://www.sunbiz.org>

3) LICENSED TO CONDUCT BUSINESS IN THE STATE OF FLORIDA (Y/N) _____ Attach Proof

(Signature in INK)

(Title)

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
Public Records Form**

Solicitation Number: ITB-DOT-18-19-5011-INTE

Financial Project No(s): 417738-2-93-91

Project Description: District Five Intelight MAXVIEW- Traffic Signal ATMS TMDD Interface

Vendor/Consultant acknowledges and agrees to the following:

The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.

(2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.

Company/Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

IN-STATE PREFERENCE FORM

For Invitation-to-Bid Commodity

Bid Number: ITB-DOT-18-19-5011-INTE

Title: District Five Intelight MAXVIEW - Traffic Signal ATMS TMDD Interface

Pursuant to Section 287.084, Florida Statutes, relating to the Florida-based business preference, effective July 1, 2012:

In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state of Florida and that state where the vendor’s principal place of business is located does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.

Note: The Vendor is required to complete and submit this form with its bid to be considered for this preference.

Vendor Name: _____

Vendor FEIN: _____

The Vendor (does) (does not) have a principal place of business located in the state of Florida.

If so, please provide an address:

Note: A vendor whose principal place of business is outside the state of Florida must accompany any written bid documents with a written opinion of an attorney licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business is in that foreign state in the letting of any or all public contracts.

Authorized Signature: _____

Title: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
Appendix II
INFORMATION TECHNOLOGY RESOURCES

375-040-29
PROCUREMENT
06/16
Page 1 of 2

Contract (Purchase Order) #: _____

PROJECT PLAN SCOPE LANGUAGE

The Department requires that the Vendor create and submit a Project Plan that demonstrates how the creation and maintenance of the application will be carried out. The Project Plan template may be found at <http://www.dot.state.fl.us/OIS/docs/dispFiles.shtm>, and is the template which the Department requires the Vendor to follow. The Project Plan must be submitted to the Department within _____ business days after execution of Contract. Upon receipt of the Project Plan, the Department will have fourteen (14) business days to review and approve the Project Plan in its sole discretion. No other work may begin prior to the submission and approval of the Project Plan. After the Project Plan is approved, the Vendor shall keep the Project Plan updated as necessary or upon notification by the Department of a deficiency in the Project Plan. Any change to the Project Plan must be approved by the Department.

SECURITY PLAN SCOPE LANGUAGE

The Department requires that the Vendor create and submit a Security Plan. The Security Plan template may be found at <http://www.dot.state.fl.us/OIS/docs/dispFiles.shtm>, and is the template which the Department requires the Vendor to follow. The Security Plan must be submitted to the Department by _____. Upon receipt of the Security Plan, the Department will have fourteen (14) business days to review and approve the Security Plan in its sole discretion. After the Security Plan is approved, the Vendor shall keep the Security Plan updated as necessary or upon notification by the Department of a deficiency in the Security Plan. Any change to the Security Plan must be approved by the Department.

OWNERSHIP OF WORKS AND INVENTIONS

The Department shall have full ownership of any works of authorship, inventions, improvements, ideas, data, processes, computer software programs, and discoveries (hereafter called intellectual property) conceived, created, or furnished under this Contract, with no rights of ownership in Vendor or any subcontractors. Vendor and subcontractors shall fully and promptly disclose to the Department all intellectual property conceived, created, or furnished under this Contract. Vendor or subcontractor hereby assigns to the Department the sole and exclusive right, title, and interest in and to all intellectual property conceived, created, or furnished under this Contract, without further consideration. This Contract shall operate as an irrevocable assignment by Vendor and subcontractors to the Department of the copyright in any intellectual property created, published, or furnished to the Department under this Contract, including all rights thereunder in perpetuity. Vendor and subcontractors shall not patent any intellectual property conceived, created, or furnished under this Contract. Vendor and subcontractors agree to execute and deliver all necessary documents requested by the Department to effect the assignment of intellectual property to the Department or the registration or confirmation of the Department's rights in or to intellectual property under the terms of this Contract. Vendor agrees to include this provision in all its subcontracts under this Contract.

ESCROW OF SOURCE CODE

The Vendor shall maintain in escrow a copy of the source code for the licensed software. With each new release of the software provided to the Department, the Vendor shall maintain the updated source code in escrow. In the event the Vendor files for bankruptcy or ceases operations for any reason, the Department shall promptly be provided the current source code in escrow. The Department will only use the source code to support the licensed software subject to the same nondisclosure provisions of this Contract.

COPYRIGHT OR PATENT INFRINGEMENT

To the extent permitted by Florida Law, the Vendor, without exception, shall save, defend and hold harmless the Department and its employees from liability of any nature or kind, including cost and expenses, for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of articles supplied hereunder with equipment or data not supplied by Vendor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement. Further, if such claim is made or is pending, the Vendor may, at its option and expense, procure for the Department the right to continued use of, or replace or modify the article to render it non-infringing. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood that, without exception, the Contract price shall include all royalties or other costs arising from the use of such design, device, or materials in any way involved in the work.

COMPUTER HARDWARE/SOFTWARE

In any Contract for the purchase or maintenance of machines or computer hardware/software or licensed programs, the Vendor's entire liability and the Department's exclusive remedy for damages to the Department related to the machine or computer hardware/software or

licensed program which is the subject of this Contract, or maintenance thereof shall be limited to, at the Department's discretion, 1) the correction by the Vendor of the relevant defect(s); or 2) actual damages up to the greater of \$_____ or an amount equal to 12 months maintenance charges for said product or the purchase price of said product. Such maintenance charges will be those in effect for the specific product when the cause of action arose. The foregoing limitation of liability will not apply to (a) the payment of cost and damage awards resulting from liability in accordance with the Copyright and Patent Infringement paragraph above, or to (b) claims for procurement costs or the cost of cover pursuant to Rule 60A-1.006, Florida Administrative Code, or to (c) claims by the Department for personal injury or damage to real property or tangible personal property caused by the Vendor's negligence or tortious conduct.

ACCOUNTING AND RIGHT TO AUDIT

ACCOUNTING DOCUMENTATION REQUIREMENTS

The Vendor shall maintain an accounting system which separately accumulates direct and indirect costs, and supports all billing to the Department. The system should include a set of records journals, ledgers, trial balances, and reports and policies and procedures used to process business transactions. A job-cost accounting system must contain each specific job. An acceptable job-costing accounting system should meet the following minimum requirements:

- a. A general ledger in which direct and indirect costs are accumulated separately.
- b. A payroll system, supported by time sheets, that clearly accounts for 10% of a person's work time and identifies all projects and account numbers charged for each person, including those costs charged to direct and indirect accounts.
- c. Time sheets, hours recorded on labor distribution reports, and the hours and dollars summarized in the payroll register must agree.
- d. A job-cost ledger or job-cost report in which costs related to all projects and account numbers are charged.
- e. Direct costs in the job-cost ledger or job-cost report must support and agree with direct costs contained in the general ledger.
- f. Periodic reconciliation of job-cost ledgers to the job-cost reports within the general ledger are conducted.

RIGHT TO AUDIT CLAUSE

The Vendor shall permit onsite visits by State and Department authorized employees, officers, and agents to conduct audits to ensure compliance with Section 20.055, Florida Statutes. The Vendor shall grant access to all records pertaining to this Contract including access to all computers, communications devices, and any other equipment used to store, monitor, produce or transmit such records at any premises, whether onsite or offsite.

The Vendor shall maintain all records and other evidence of the Vendor, and any or all subcontractors, to support the costs incurred, and compensation received, directly or indirectly, by the Vendor. The Department, or its designated representatives, shall have the right to audit, copy, and inspect said records and accounts at all reasonable times during the performance of this contract and the retention period of three years after the cancellation, termination, or final payment, or until the conclusion of any claim, litigation, settlement, or appeal; or for such longer period, if any, required by applicable law or regulation, whichever date is latest.

At any time, the Department discovers any excess payments, payments not in conformity with this Contract, or any disallowable costs were paid to the Vendor under this Contract, the Vendor agrees that such amounts are due to the Department upon demand. Vendor agrees that the Department may deduct from any payment due to the Vendor under any other contract between the Department and the Vendor an amount to satisfy any amount due the Department by the Vendor under this Contract. Final payment to the Vendor may be adjusted for audit results.

OPTIONAL CONTINUED SERVICES

The Vendor shall, at the Department's option, provide continued service to the Department for up to _____ consecutive annual periods after the initial Contract, under all the terms and conditions of this Contract. The price of such annual maintenance shall not exceed the Vendor's then prevailing annual maintenance fee.