

FLORIDA DEPARTMENT OF TRANSPORTATION

ADDENDUM NO. 4

DATE: 3/28/17

RE: RFP-DOT-16/17-9010-GH  
POSITIVE TRAIN CONTROL SYSTEM FOR THE (CFRC)

---

Notice is hereby given of the following changes to the above-referenced RFP:

**CHANGES:**

- Please see enclosed below
- 

**Proposers must acknowledge receipt** of this Addendum by completing and including in your bid submittal, by no later than the time and date of the bid/proposal opening. **Failure to do so may subject the bidder/proposer to disqualification.**

\_\_\_\_\_ Bidder/Proposer

\_\_\_\_\_ Address

\_\_\_\_\_ Submitted by (Signature)

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

**FDOT**  
**RFP-DOT-16-17-9010-GH**  
**Positive Train Control for the CFRC**  
**FPID: 412994-5-52-01**

**Addendum #4:**

**Request for Proposal -**

Page 24 – Section 28, Proposal Evaluation Part B Price Proposal second bullet: insert the words “per year” after “a discount rate of 1.25%”. After the sentence “The monthly cost shall be provided with the Present Value Amount”, add the sentence: “The Vendor shall provide a spreadsheet detailing each month for 66 months the monthly service hosting fee.”

Price Proposal Form – Under Services to be provided as specified in attached Exhibit “A”, Scope of Services, after the line item “Operate/Maintain Hosting Fee (Monthly Cost), add the words “See spreadsheet”. Under the \*\*Hosting Back Office, insert the words “per year” at the end of the sentence “Present value of the Hosting Back Office shall be for a term of 66 months using a discount rate of 1.25%”. After this sentence, add the sentence: “Spreadsheet - The Vendor shall provide a spreadsheet detailing each month for 66 months the monthly service hosting fee.”

**Exhibit “A” Scope of Services -**

5.0 Contract Term:

Page A4 – Section 5.0, Exhibit “A”, Scope of Services: Replace first paragraph with: “Installation of the PTC system and revenue service demonstration for the Test Territory outlined herein shall be completed prior to December 31, 2018 and the remaining segments shall be completed prior to December 31, 2020.”

**Exhibit “A” Scope of Services -**

Page A-5 - Section 6.3 Key Personnel: Delete Environmental Compliance Manager and add the following Key Personnel:

- Signal Engineer
- Onboard Engineer
- Communication Engineer
- Configuration Management Engineer

**Exhibit “B” Method of Compensation -**

Page B-3 - Section 5 Payment Schedules: Insert the following after the second paragraph:

Hosting Services Monthly Payment Schedule

The Vendor is responsible for ensuring 99.95% or above Hosting Service Monthly Availability for full monthly payment and is adjusted accordingly for availability lower than the said percentage as follows:

**Payment Schedule for Hosting Services Monthly Availability\***

<b>Availability</b>	<b>Amount of Monthly Payment</b>
99.95% - 100%	100% of Monthly Invoice
99.00% - 99.94%	99% of Monthly Invoice
98% - 98.99%	98% of Monthly Invoice
97% - 97.99%	96.5% of Monthly Invoice
96% - 96.99%	95% of Monthly Invoice
95% - 95.99%	93% of Monthly Invoice
Below 95.00%	92% of Monthly Invoice

\* Excludes approved planned Maintenance.

**Exhibit “B” Method of Compensation –** Insert the following Section after Section 2.1.4:

**2.1.5 Liquidated Damages for Hosting Services**

The Vendor acknowledges the failure to complete, report or conduct certain activities may cause the Department to incur damages which are difficult to compute with certainty. Therefore, in the event the Vendor fails to fully perform on such Hosting Services as required by this Agreement and as determined by the Department, the Department may exercise the remedy of liquidated damages against the Vendor. The liquidated damages shall be as shown in the below chart. Vendor agrees that these amounts are reasonable estimates of the damages which will be incurred and do not constitute a penalty.

Events	Amount
Failure of the PTC system to perform a safety-critical function required by 236.1005	\$5,000 per day, per PTC system
Failure to comply with FRA condition or modification	\$100,000 per day, per PTC system
Failure to report as required	\$5,000 per day, per PTC system
Failure to provide FRA access	\$10,000 per day, per PTC system
Failure to maintain quality control system	\$5,000 per day, per PTC system
Failure to maintain PTC system in accordance with the associated PTCSP and resultant system certification	\$16,000 per day, per PTC system
Failure to maintain required supporting documentation	\$2,500 per day, per PTC system
Failure to update PTCSP when required	\$5,000 per day, per PTC system
Failure to immediately adopt and comply with approved RFA	\$5,000 per day, per PTC system
Discontinuance or modification of a PTC system without approval when required	\$11,000 per day, per PTC system
Hosting BOS Service Provider failure to provide proper notification of PTC system error or malfunction	\$5,000 per day, per PTC system
Failure to maintain PTCVPL	\$2,500 per day, per PTC system
Failure to provide proper notification of previously identified PTC system error or malfunction	\$5,000 per day, per PTC system
Failure to provide timely notification	\$5,000 per day, per PTC system
Failure to provide appropriate protective measures in the event of PTC system failure	\$15,000 per day, per PTC system
Failure to determine cause of PTC system component failure without undue delay	\$5,000 per day, per PTC system
Failure to adjust, repair, or replace faulty PTC system component without undue delay	\$5,000 per day, per PTC system
Failure to take appropriate action pending adjustment, repair, or replacement of faulty PTC system component	\$15,000 per day, per PTC system
Interference with the normal functioning of safety-critical PTC system	\$15,000 per day, per PTC system

Events	Amount
Failure to provide cryptographic message integrity and authentication	\$5,000 per day, per PTC system
Improper use of revoked cryptographic key	\$5,000 per day, per PTC system
Failure to protect cryptographic keys from unauthorized disclosure, modification, or substitution	\$5,000 per day, per PTC system
Failure to establish prioritized service restoration and mitigation plan for communication services	\$5,000 per day, per PTC system
Failure to maintain records and databases as required	\$7,500 per day, per PTC system
Failure to report inconsistency in records	\$10,000 per day, per PTC system
Failure to take prompt countermeasures with respect to records	\$10,000 per day, per PTC system
Failure to provide final report on records	\$2,500 per day, per PTC system
Failure to implement and maintain Operations and Maintenance Manual as required	\$3,000 per day, per PTC system
Failure to make Operations and Maintenance Manual available to FRA when required	\$10,000 per day, per PTC system
Failure to make Operations and Maintenance Manual available to persons required to performed the required tasks	\$15,000 per day, per PTC system
Amends Operations and Maintenance Manual without FRA approval	\$5,000 per day, per PTC system
Failure to develop and maintain an acceptable training program	\$10,000 per day, per PTC system
Failure to train persons as required	\$2,500 per day, per PTC system
Failure to conduct evaluation of training program as required	\$2,500 per day, per PTC system
Failure to maintain training records as required	\$1,500 per day, per PTC system

**Technical Specification** - Page 207 – Section 15.4 Hosting Service: Add the following clauses to the Technical Specification:

**HOSTING SERVICES PROVISIONS**

The Vendor shall be responsible for providing and managing all of the services, functions, facilities, and associated resources required for the operation and maintenance of the Hosting Services, unless otherwise provided by the Department, including, without limitation:

- Coordinating access to the OCC with the O&M Contractor
- Employee training and certification
- Regulatory compliance, reports and notifications
- Department reporting requirements, reports and plans
- Financial accounting, reporting and control

The term “Hosting Services” includes ongoing management, maintenance and service for the Hosting BOS and the Hosting Service Help Desk. The Hosting Services shall be fully operational and up-to-date a minimum of 30 calendar days before the Revenue Services Demonstration Date.

**HOSTING SERVICES PLAN**

The Vendor shall be required to create, implement, maintain and update the Hosting Services Plan and shall include the following sections:

<b>Section</b>
Information Systems Management
Hosting Service Help Desk
Management and Personnel
Training Program
Incident Management and Notifications
Administration – Reporting and Record Keeping Requirements
Cyber Security

The Hosting Services Plan shall be completed and approved 180 days after execution hereof and updated annually, ninety (90) days prior to the beginning of the Department’s Fiscal Year for each year during the term of the Agreement. Within 30 Calendar days of its receipt, the Department shall review and accept

the Hosting Services Plan or provide the Vendor with an itemized list of items or issues that the Vendor must revise. The Vendor shall provide the Department with a revised Hosting Services Plan within 30 Calendar days of its receipt of the Department's comments. The Hosting Services Plan will contain Security Sensitive Information (SSI), as described in 49 CFR Part 1520 and CFRC SOP S190.01. The Vendor is subject to the safeguarding and non-disclosure restrictions of 49 CFR Part 15 and 49 CFR Part 1520 and SOP S190.01 - Sensitive Security Information in the handling of this document and shall include such wording in the Hosting Services Plan accordingly.

## **INFORMATION SYSTEMS MANAGEMENT**

This Section details Vendor responsibilities regarding Information Management for: Computer Network Configuration; Operational Requirements, including information input, storage, retrieval, report preparation and real-time data access; Management Information Systems; Data Security and Ownership.

All Software and Third Party Software must be operated on Computer Equipment that is acquired for the purposes of the services described herein.

The Information Management Section shall document all policies and procedures and provide, at a minimum, (i) an itemized list of all Software the Vendor intends to develop, procure, install, and/or use in order to operate, manage, and maintain and perform the Hosting Service; (ii) details of Vendor's intellectual property security procedures; (iii) policies for hardware and software maintenance; and (v) network security.

### *Computer Network Configuration*

#### Network Protocol

The Vendor shall be responsible for the configuration of all hardware in the Vendor Computer Network in accordance with current industry network standards.

#### User Management

The Vendor shall be responsible for providing a server or servers to perform user authentication. The Vendor shall be responsible for server administration for managing users and network-connected hardware and software on the Vendor Computer Network.

#### Network Security

No Vendor staff or computers on the Vendor Computer Network shall be allowed access to any resources on the Department's Computer Network. No access will be required for the Department's staff to computers on the Vendor Computer Network being used by the Vendor.

The Vendor shall be responsible for providing and following best-practice security methods for any connection from the Vendor Computer Network to an external network, including connection to a third-party Provider or wide-area-network connection to another non-Department location. A "best-practice method" is defined as one that follows the recommendations of the server hardware manufacturer and network operating system vendor, in areas including but not limited to routers, firewalls, virus scanning, and protection of key network passwords. The Vendor shall be responsible for maintaining the security methods in a current state at all times throughout the term of the Contract. This shall include, but is not limited to, applying virus and worm patches at a frequency recommended by the Software Vendor; applying operating system and application software patches at a frequency recommended by the Software Vendor; and modifying policies and procedures as necessary to prevent unwanted human access to the system or to prevent

human-initiated events from causing harm to, or preventing the normal operation of the Hosting Service.

#### Availability of Service

The Vendor shall configure hardware and software and perform procedures as required to maintain the Vendor Computer Network availability. Maintenance of network and database servers shall be scheduled at times that do not interfere with the Department's rail operations. The Department reserves the right to restrict the times when the Vendor may perform maintenance of network and database servers.

#### Ownership of Hardware, Software and Data

- The Vendor shall retain title and ownership of the Computer Equipment.
- All Third Party Software provided or used by the Vendor as part of this contract that is required to be licensed for PTC shall be licensed to the Department through the Third Party software license agreements that are reasonably acceptable to the Department in form and content. The Vendor is responsible for all costs to obtain the initial license and the maintenance of the software until the termination of this contract. The Vendor shall be responsible to provide alternate software that meets or exceeds the operating parameters of the Third Party software if the Third Party no longer supports such software or if the license agreements are not acceptable to the Department. The Vendor shall be responsible to migrate the data from the Third Party Software to the alternate software.
- All data shall be considered the property of the Department. Data may only be used by the Vendor for the performance of Hosting Services. Hardware removed by the Vendor at the termination of services under this agreement shall be scrubbed clean of all Department-owned data after transfer of any data as necessary and review and approval of the Department.

#### *Operational Requirements*

##### *1. Information Input, Storage and Retrieval*

The Vendor shall use the Vendor Computer Network on a day-to-day basis for the input, storage and retrieval of information related to the Hosting Services.

##### *2. Preparation of Required Reports*

The Vendor shall use the Vendor Computer Network to produce the daily, weekly, monthly and annual reports required as part of the Hosting Services and described herein.

##### *3. IT Equipment Utilization Policy*

The Vendor shall operate and maintain all IT Equipment (hardware and software) in accordance with the approved Hosting Services Plan. The Department shall prohibit removing updates and upgrades and removal of equipment without prior written approval.

#### *Information Management Policies and Procedures*

Vendor Personnel or any other entity performing any Hosting Services related to the operation, management or maintenance of the Hosting Service shall comply with the Department Data Security Policy, as amended.

Additionally, Vendor policies shall prohibit the use of computer equipment used during the provision of Hosting Services for activities that are illegal, for personal profit, or for purposes other than in direct support of the Department business requirements.

#### *Data Security and Ownership*



*1. Restrictions on Use of Data*

All data used in the performance of the Hosting Services shall be property of the Department. The Vendor shall not copy, distribute, alter, sell, or re-use any data used to meet the requirements of this Technical Specification unless it is for the sole purpose of performing the Hosting Services. Any action taken with such data outside of normal day-to-day operation shall be done only at the direction of the Department.

*2. Department Proprietary Information*

The Department retains all right, title, and interest in and to all proprietary data, documentation, and copies thereof furnished by it to the Vendor hereunder, including all copyright and other proprietary rights therein (“Department Proprietary Information”). The Vendor and its employees shall hold all such information confidential and shall not, without the prior written consent of the Department, use, disclose or offer, sell or license, or otherwise transfer to others any Department Proprietary Information or disclose any Department Proprietary Information. Notwithstanding the foregoing, the Vendor may provide Department Proprietary Information in response to any proper governmental or court demand.

*3. Hosting Service Proprietary Rights*

The Vendor’s previously developed software, and Third Party software, and any portion thereof shall not infringe upon or violate any patent, copyright, trade secret, or other proprietary rights of any other parties. The Hosting Service as a whole shall not infringe upon or violate any patent, copyright, trade secret, or proprietary right of any other party.

*4. Vendor Cures for Infringement.*

If the Hosting Service or any item of Computer Equipment, Software, or Third Party Software or any portion thereof is held to constitute an infringement and its use is or may be enjoined, the Vendor shall, at the option of the Department: (i) modify (or require that the applicable subcontractor, consultant, agent or supplier modify) the alleged infringing portion of the Hosting Service, Computer Equipment, Software or Third Party Software, at the Vendor’s sole expense, without materially impairing the functionality or performance of the Hosting Service, at the option of the Department; or (ii) procure for the Department, without any cost to the Department, a license to use the infringing portion of the Hosting Service item of Computer Equipment, Software or Third Party Software.

*5. Vendor Notice of Infringement*

The Vendor shall immediately inform the Department in writing if any subcontractor, consultant, agent, or supplier providing goods or services to the Department on the Vendor’s behalf is a party to any actual or threatened litigation involving patent or copyright infringement, trademark violation, antitrust, or other trade regulation or proprietary rights claim, or is or may become subject to any injunction which may prohibit it from providing Computer Equipment, Software, or Third Party Software. The Department may reject any Computer Equipment, Software, or Third Party Software that is the subject to any such litigation or injunction if, in the Department’s judgment, use thereof would delay the implementation of the Hosting Service or be unlawful.

**HOSTING SERVICES HELP DESK**

The Vendor shall provide a Hosting Service Help Desk in accordance with the terms and conditions herein and described in detail in the Hosting Services Plan.

*Incident Investigation, Follow-up and Resolution*

The Vendor shall establish a procedure in the Hosting Service Plan to investigate all incidents, comments and complaints arising from the operation of the Hosting Services. The Vendor shall be responsible for investigations that are conducted regarding incidents or complaints arising from the operation of the Hosting Services. Nothing herein shall be construed to prohibit the Department from performing such investigations as the Department desires. The Vendor shall collect incidents, comments and complaints in writing, in electronic form, and by telephone.

The Vendor shall prepare a formal written response stating the circumstances for incident, complaints and any corrective action taken. Responses shall be submitted to the Department within 72 hours after receipt of the incident or complaint from the Department. If the incident requires additional investigation after the initial response, the Vendor shall provide the Department with written updates on the status of the investigation every three (3) business days, or at intervals agreed to by the Department. The Vendor shall make every reasonable effort to resolve all incidents as soon as possible. The Vendor shall maintain a record of all complaints received. All records shall be made available at the request of the Department in either hard copy or electronic format.

The Hosting Service Help Desk will further provide a dedicated customer support telephone number to support Department reporting issues, resolving issues and requesting solutions associated with the Hosting system and equipment. In addition, the Vendor shall maintain a Hosting Service emergency telephone number that the Vendor will staff 24 hours a day, seven (7) days a week, to provide a means for the Dispatchers to contact the Vendor. Notwithstanding any definition or provision in the Agreement to the contrary, the Vendor's failure to follow the approved procedures and to provide the required notification information shall be considered a material breach of the terms of the Agreement.

## **MANAGEMENT AND PERSONNEL**

The Vendor shall have responsibility for the day-to-day operations and maintenance of the Hosting Services. The Department shall have daily oversight of the Hosting Services.

### *Provision of Personnel*

The Vendor shall provide and furnish the qualified personnel necessary to operate, maintain and manage the Hosting Service in a safe, reliable and efficient manner. The Vendor shall possess all necessary technical and legal qualifications required by the U.S. Code of Federal Regulations, the Department or other federal or state regulatory bodies and for all employees to perform their job functions. All such personnel will be employees of the Vendor or their subcontractor, and all personnel requirements and provisions herein shall apply to subcontractor personnel as well as the Vendor.

The Vendor shall maintain personnel, including suitable contingencies when appropriate, at a level required to successfully and safely deliver all of the provisions of the Hosting Services. The level of staffing will be as defined by the Vendor to meet the minimum operating and maintenance standards, and it may become necessary over time to add or delete positions.

There shall be no periods when all Vendor managers are assigned to perform work outside the Hosting Services (e.g., for corporate level meetings, responding to other problems not related to these Hosting Services, etc.). Appropriate management representation shall be designated for all Department-required meetings.

Starting times and work week schedules for each position will be determined by the Vendor. Workdays shall include the weekend to meet operational needs.

#### *Substance Abuse Program*

The Vendor shall be responsible for their random testing program as required by 49 CFR 219 and will be responsible to submit to the FRA for approval no later than 30 days prior to any covered Hosting Service employees perform covered service under the terms of the Agreement. Prior to submission to the FRA, the Vendor shall submit the program to the Department for review and acceptance. Failure to comply may be considered a breach of contract.

The Vendor shall report on the status of their random testing program to the Department quarterly. The Vendor shall change the drug and alcohol testing procedures as and when required by any applicable law or regulation, but shall not make any other changes to these procedures without prior notice to, and acceptance by the Department. Failure to comply may be considered a breach of contract.

#### *Labor Obligations*

The Vendor shall comply with the requirements of the Federal Railroad Administration (FRA) Hours of Service regulations (49 CFR 228) for employees covered by that Part. Employees covered include (1) employees who are actually engaged in or connected with the movement of any train and (2) employees who dispatch, report, transmit, receive, or deliver train orders by any electrical or mechanical device (3) or as may be required by FRA regulations (49 CFR 236).

The Vendor shall provide Work Stoppage Contingency procedures in the Hosting Services Plan. The procedures shall describe measures to be taken to ensure continued and uninterrupted performance of the Hosting Services, in the event of any strike or work stoppage engaged in by Vendor personnel..

### **TRAINING OF PERSONNEL**

#### *General*

The Vendor, in accordance with Federal and State regulations and standards, shall develop and implement an ongoing, comprehensive training and certification program (Training Program) for employees who are providing Hosting Services including, but not limited to, all craft and management employees. The Training Program shall be developed and included in the Hosting Services Plan All employees shall be trained and certified as required for the task(s) performed or equipment operated consistent with the requirements in the FRA regulations. Such training shall include those elements required for the performance of duties in addition to specific areas of training for, the Department's operations, and safety and security training for new hires. Training courses shall include provisions for refresher training. The Vendor designated personnel will be responsible for providing refresher or recertification training for Vendor personnel.

All Vendor employees shall be trained to be fully qualified and competent to perform their duties for the Hosting Services. Employees who refuse or decline training or fail to successfully pass certification tests shall not be allowed to hold a position where such certification is required. The Vendor shall be required to remove from Hosting Services any Vendor personnel who fail to successfully complete training required in the Training Program. The Department reserves the right to review Vendor training records and request evidence that the Vendor's employees and subcontractors who are providing Hosting Services are

appropriately trained and certified and have completed appropriate efficiency and competency tests. The FRA and State of Florida State Safety Office (SSO) will also be provided access to audit the Vendor's training programs upon request.

The Vendor shall meet quarterly with the Department when they have their monthly meetings to review the effectiveness of the Training Program. The Vendor shall also provide the Department with a training report furnished to the Department at least two weeks prior to the training review. The Vendor is responsible for formulating and coordinating all training activities. The Vendor shall schedule training activities so as not to interfere with its provision of services under the Agreement. The Vendor shall provide a schedule of all planned training and upon request shall make available to Department employees (up to 10) and to third-party personnel any training offered to or by its own personnel who are assigned to work under the Agreement. The Vendor shall provide at least 14 days-notice to the Department of all training offered to or by the Vendor for its own personnel prior to the beginning of such training.

All costs for any and all training will be the responsibility of the Vendor. This includes all wages for instructors and students and any wages to back fill the positions for jobs needing to be filled while the students are in training.

#### *FRA Compliant Training Courses*

- The Vendor shall comply with all FRA regulatory requirements and shall develop for the Department's approval a training program that meets all the training requirements, as applicable, of 49 CFR Parts 200 to 299. The Department and FRA shall have access to these records. The Department recognizes that the FRA has promulgated regulations for Training, Qualification and Oversight for Safety-Related Railroad Employees (49 CFR 243) Rule that includes additional requirements not currently found in 49 CFR 214 and 49 CFR 232. The Vendor shall be required to provide a Reasonable Suspicion Training Program for all managers and supervisors as outlined in 49 CFR 219. Training will include classroom and field training. The Vendor will be required to provide covered employees a minimum of two (2) hours of training covering 49 CFR 219 alcohol and substance abuse awareness. All non-covered Vendor employees will also be provided with substance abuse awareness training.
- The Vendor shall be required to develop for the Department's approval, in accordance with 49 CFR 228, an Hours of Service training program. The Vendor shall develop a schedule to train employees whose job function requires that their work hours be reported.

#### *OCC Training*

- The Vendor shall provide training to Dispatchers and O&M Management as well as SunRail Oversight and Department personnel about Hosting Services, Hosting Service Help Desk, and procedures for emergency response to failures in the Hosting Services. Such training shall be consistent with industry standards and subject to the acceptance of the Department. Training shall include, but not be limited to: Emergency Management; general troubleshooting and coordination. Dispatchers shall participate in training, as accepted by the Department, regarding how to communicate and work effectively with the Hosting Services.

- National Incident Management System (NIMS) training from the Federal Emergency Management Agency (FEMA) will further be required for Vendor managers.

## **INCIDENT MANAGEMENT AND NOTIFICATIONS**

In the event of delays, disruptions or other incidents that impact commuter and freight rail services, the Hosting Service Help Desk is responsible for communicating information to the Dispatchers and Department on the nature and extent of the emergency that has caused a slow-down, delay, disruption or unavailability of the Hosting Service that may be necessary or required in order to affect the proper degree of response. The Hosting Service Help Desk shall make notifications in accordance with Department approved procedures prepared by the Vendor in the Hosting Services Plan and shall investigate such delays and disruptions, and shall prepare reports detailed herein. In addition, the Vendor shall maintain a Hosting Service emergency telephone number that the Vendor will staff 24 hours a day, seven (7) days a week, to provide a means for the Dispatchers to contact the Vendor. Notwithstanding any definition or provision in the Agreement to the contrary, the Vendor's failure to follow the approved procedures and to provide the required notification information shall be considered a material breach of the terms of the Agreement. The Department reserves the right to change the notification procedures identified herein at any time during the term of the Agreement.

### **Notification of Disruptions**

#### *Notification Sequence*

Vendor shall provide immediate notice to the O&M Contractor and Department of disruptions or failures in the following sequence:

- 1) Telephone call from the Hosting Service Help Desk to the Dispatchers and Department.
- 2) General electronic message to the Dispatchers and Department at the instruction of the Department.

#### *Management during Disruptions*

The Vendor Hosting Service Help Desk shall provide phone updates to the Dispatchers and the Department, and electronic updates to the Dispatchers and Department in a timely manner, approximately every 15 minutes, for such delays and approximately every hour until the Hosting Service is restored to normal operation.

#### *Reporting*

The Vendor shall produce System Disruption Reports containing detailed information describing the nature of the disruption, the resolution and the length of time required to restore the Services to normal operation. System Disruption Reports shall be produced in conformance with the requirements identified in the Section entitled "Administration - Reporting and Recordkeeping Requirements".

## **Emergencies and Service Disruptions**

### *Emergency Procedures*

The Vendor shall develop Emergency Procedures and include them in the Hosting Services Plan. The development and implementation of the Emergency Procedures will require the close coordination with the Department. The Vendor shall respond to Hosting Service Emergencies and Service Disruptions with sufficient resources without regard for time, day or otherwise, to resolve all such situations. Overtime, night, weekend and holiday work is expected and shall not be restricted for monetary reasons.

The Emergency Procedures shall contain safety and security emergency preparedness policies, procedures, goals and objectives. This Plan will also effectively address preparation, cessation of operations and recovery from conditions resulting from major storms, etc. The Vendor will ensure that the Hosting Service is capable of sustaining and controlling operations and communications for a minimum of 72 hours during a prolonged emergency.

All Vendor personnel are required to adhere to the policies, procedures, and requirements stated in the Emergency Procedures and to properly and diligently perform the security and emergency response-related functions of their jobs as a condition of employment.

The Emergency Procedures shall further describe the process for identifying the critical risks to organizational readiness, the strategies that best mitigate the risks, planning for service recovery and a Continuity of Operations procedure to ensure the survival and recovery of rail critical operations, including, but not limited to communication capability and Hosting Service functions.

The Vendor shall plan for one drill/exercise and one table top/EOC drill annually, coordinated with the Department and articulated in the Hosted Services Plan annually. The Vendor shall include outside agencies and tenant railroads, as necessary and as approved by the Department. The Vendor shall collaborate with the Department during the planning stage of all emergency preparedness exercises and must submit an Incident Command System (ICS) compliant exercise plan to the Department for approval no less than 60 days prior to any intended exercise.

The Vendor shall develop, provide, implement, and annually test a disaster recovery and backup procedure for the Hosting Service as part of their Emergency Procedures in the Hosted Services Plan. The Vendor shall restore data and network operations in the event of a failure or other occurrence related to the Hosting Service that delays or prevents the availability of accurate data on a real-time basis at all times during the Term of the Contract in accordance with the standards established in this Technical Specification.

The Vendor shall provide an off-site location for storage and periodic backup of data. The Vendor shall, when necessary, restore or regenerate all software and data in order to seamlessly operate and maintain the Hosting Service.

### *Reporting*

The Vendor shall continue to meet reporting and deliverable requirements without regard to the operational status of the Hosting Service or any component thereof. Following a Service Disruption, the

Vendor shall adhere to the sequence of reporting procedures as described in the Emergency Procedures outlined in the Hosted Services Plan.

#### **ADMINISTRATION - REPORTING AND RECORDKEEPING REQUIREMENTS**

The Vendor shall keep, store, and maintain, during the term of the Agreement, and for three (3) years after the termination or completion of this Agreement (except when the Public Records Law requires retention beyond that period) full and accurate records of all aspects of its provision of Hosting Service and other activities carried out under the Agreement.

The Vendor shall maintain and furnish to the Department, in written and in electronic format, the required reports set forth below. The Vendor shall deliver to the Department, for review and approval, all annual Plans including, without limitation, those designated in this Technical Specification in accordance with the deadlines set herein.

The Vendor shall meet with the Department monthly to review the status and performance of the Hosting Services and review the Monthly Report. The Vendor shall provide an Agenda for this meeting five (5) days prior to the meeting for Department review and shall update Agenda based on Department additions or comments. The Vendor shall provide a meeting minutes within five (5) days after the meeting. Conference call or video conference meetings are acceptable for the monthly meetings.

This section defines when daily, monthly, quarterly, and other reports are due to be submitted to the Department as follows:

- a) Daily Reports shall be submitted to the Department no later than 0400 hours the following day;
- b) Weekly Reports shall be submitted to the Department no later than close of business on Monday of the following week;
- c) Monthly Reports shall be submitted to the Department no later than 10 days after the end of the month;
- d) Quarterly Reports shall be submitted to the Department within 10 days after the end of the quarter;
- e) Annual Reports shall be submitted to the Department no later 30 days after the end of the Fiscal Year unless otherwise specified;
- f) As Occurs Reports shall be received by the Department no later than 24 hours after the occurrence triggering a report; and
- g) On-Demand Reports shall be prepared by Vendor at Department's request. The Vendor shall submit the following reports and records to the Department or its designee at the intervals indicated below:
  - **Annually**
    - a) The Vendor shall submit an Annual Report which shall include: performance record and % availability record compared to standards; record of accomplishments including training performed; issues requiring action; recommendations for improvement or changes to the Hosting Service; maintenance and repairs that were required and any capital improvements completed over the last year.
    - b) An annual report of Vendor's Drug and Alcohol 219 program for the Hosting Service;
  - **Quarterly**

- a) Training Report, including specific programs, person-hours, and employee performance issues addressed;
- b) Major components to be changed out in accordance with their capital plan.
- c) Preventive maintenance and past repairs over last quarter.
- d) Anticipated and preventative maintenance and repairs for next quarter.
- e) Report demonstrating compliance with the Drug and Alcohol 219 program.
- f) Summary Report of disruptions, percent availability, comments and correspondence and length of time to resolve and listing of corrective actions to prevent recurrence.
- g) Report describing Technology stack of the present configuration of both hardware and software, including version level.
- **Monthly** (may be combined with the Quarterly Report)
  - a) Major components to be changed out in accordance with their Hosting Services Plan.
  - b) Preventive maintenance and past repairs over last month.
  - c) Anticipated and preventative maintenance and repairs for next month.
  - d) Performance or Service availability: Detailed Report of disruptions and in-service failures with description of resolution, length of time to resolve and listing of corrective actions to prevent recurrence.
  - e) Service Availability Performance.
- **Weekly**

The Hosting Service shall provide the Department the following weekly reports:

  - a) Hosting Service Trouble Log;
  - b) Service Availability Performance
- **Daily**

The Hosting Service shall provide, to the Department, the following reports:

  - a) A Summary Report that details the prior day's issues:
    1. Service Availability Performance
    2. Hosting Service disruptions (including time of disruption, repair time and cause of disruption);
    3. Communications disruptions (including time of disruption, repair time and cause of disruption);
    4. Details of any incidents or unusual occurrences during the previous service day.
- **On Demand Reports**

The Vendor shall provide the Department the following reports upon demand:

  - a) By next day at 1700 hours:
    1. Copies of Vendor-maintained "Trouble Log" reports which document any and all known unusual occurrences on the Department system, including results of Vendor follow-up and closeout;
    2. Vendor's standard maintenance of equipment conditions, inspection, and test reports; and
  - b) Within two weeks of receipt of request:
    1. Report on internal quality monitoring, including identifying trends and areas for improvement.
- **Emergency Reports**

After the conclusion of an emergency, the Vendor shall prepare a written report for submittal to the Department.



### *Railroad Disruption*

The Vendor shall conduct a debrief/critique of all PTC System Disruptions with the Department within 48 hours of a Railroad Disruption.

- A Railroad Disruption is an incident in which the Hosting Service contributes or causes service unavailability or delay of service. The Department reserves the right to request a debriefing of any other Hosting Service incident.

## **CYBER SECURITY REQUIREMENTS**

The Vendor shall develop cyber security procedures as part of the Hosting Services Plan in conformance with all federal and other legal requirements, regulations, and standards and FRA, DHS and FTA guidance manuals. The Vendor will coordinate with the Department to facilitate collaboration with DHS and other outside organizations during the development and revisions of the procedures

## **ANNUAL HOSTING SERVICES PLAN**

### *Preparation of Annual Hosting Services Plan*

Ninety (90) days prior to the beginning of the Department's Fiscal Year for each year during the term of the Agreement, the Vendor shall prepare and submit to the Department an Annual Hosting Services Plan, which shall include an update of the sections described above, preventive maintenance and repair plans and a detailed description of the Hosting Services to be provided in the next Fiscal Year. The Vendor shall not proceed with any new Hosting Service Plan without written approval from the Department.

### *Hosting Service Plan Innovations*

The Vendor may propose innovative Hosting Services including but not limited preventive maintenance component repair or equipment replacement, which the Vendor believes appropriate for the Department's Hosting Services and which will result in a cost savings to the Department. Any proposed modifications must be submitted as part of the Annual Hosting Service Plan.

The Vendor shall submit a detailed description of the innovative program, plan or technique, as well as a detailed cost analysis for the Department's consideration. The Department must approve any deviation from the previously submitted Plans in writing. Any documented cost savings as a result of the innovative program, plan or technique will be equally shared between the Department and the Vendor.

## **REPLACEMENT SERVICES**

### GENERAL

The Department may provide notice to the Vendor of its intent to begin providing Hosting Services, and may provide those services itself with its own or other personnel without liability to the Vendor ("Replacement Services"). The Department may utilize Replacement Services as a substitute for all or any part of the Vendor's Hosting Service that the Hosting Service is prevented from performing by virtue of a force majeure event or fails or refuses to perform in breach of any provision of the Agreement, and may maintain such Replacement Services in effect until the Hosting Service is able to resume performance of the Hosting Service in full compliance with the Agreement. In the event that Replacement Services are

implemented due to a breach of the Agreement, the Vendor shall be liable to the Department for the costs of such services in addition to any other damages suffered by the Department. The Department shall notify the Vendor in writing at least 24 hours prior to implementing Replacement Services.

#### COORDINATION

In the event the Department elects to provide Replacement Services, it shall take such steps as may be reasonably necessary in order to coordinate the activities of its subcontractors and in-house personnel with the activities of the Vendor.

#### PRO RATA REDUCTION IN LUMP SUM PRICE

During the period in which the Department utilizes Replacement Services, the Vendor shall be entitled to compensation only for Services that it actually provides, and the Annual Fixed Price for any month in which the Department utilizes Replacement Services shall be reduced on a pro rata basis to reflect that percentage of the total Vendor Services performed as Replacement Services.

#### **FRA COORDINATION**

The Vendor shall consult, closely coordinate with and receive approval from the Department prior to initiating contact with any regulatory agencies, including the Federal Railroad Administration (FRA) or the Federal Transit Administration (FTA). The Vendor shall keep the Department fully apprised, both by immediate oral notification and in writing, of any such discussions and negotiations with FRA, FTA or other regulatory personnel.

The Vendor shall be responsible for resolving all FRA violations including mitigating circumstances that led to violation, responding to regulators and paying fines. Any and all penalties and fines imposed regarding the violation of State and Federal codes, regulations, and laws shall be paid by the Vendor inasmuch as the violation occurs as a result of the Vendor's failure to fully perform as required by this Agreement.

The Vendor shall develop and augment, and update as necessary for Department approval, all FRA-required plans, programs and documentation required. The Vendor shall keep all testing results and analysis relative to approved FRA plans and submittals available on demand by the Department.

#### **OPERATIONS and MAINTENANCE MANUALS**

The Vendor shall coordinate with the Department in the development and update of the Hosted Services segment of the FRA Required Operations and Maintenance Manuals. Updates shall occur annually or as necessary due to system changes or modifications.

#### **QUALITY CONTROL**

The Vendor shall develop a Quality Assurance Program Plan (QAPP) for the Hosting Services in accordance with the Department, FTA and FRA requirements. The QAPP shall be updated annually and submitted to the Department for review and approval.

The Department reserves the right to conduct unannounced and unscheduled audits to verify compliance with the standards set forth in the Vendor's QAPP. A report of the audits and findings shall be provided

to the Vendor within five (5) business days. Items requiring correction shall be completed within 30 calendar days of notice to the Vendor.

#### *Configuration Control and Protocol*

The Department is responsible for oversight of the configuration control process under the QAPP. The Vendor shall develop and maintain a configuration management system for the Hosting Services that includes:

- Deliberate evaluation by affected units of the organization, and findings of conformance with safety requirements; and
- Changes are provided to all affected design/specification records, and the procedures apply to all other affected documents such as operating procedures and training manuals.

The Vendor will ensure, through procedures and training:

- That additions, modification, or deletion to the existing configuration of Hosting Service are authorized by the Department after evaluation and findings of conformance with safety requirements;
- That additions, modification, or deletion to operating rules, SOPs, and operating or training manuals are reviewed and accepted by the Department;
- That drawings, specifications, rulebooks, operating or training manuals, and related documents, are properly and completely updated to reflect authorized system changes; and

Routine maintenance activities, which do not change the function or configuration of equipment, system, operating rules, SOPs, or operating or training manuals, are not subject to the configuration management process. Any disagreement regarding the determination of routine maintenance shall be made by the Department.

#### *Audits and Inspections*

- a) The Vendor will be responsible for the execution of inspections and audits in accordance with their QAPP and the contract documents including:
  1. Inspections and audits of purchased materials, equipment and services;
  2. Assuring that measuring and test equipment is accurate and adequate for its intended use;
  3. Calibration and maintenance of test and measuring equipment, as well as keeping status records;
  4. The control of handling, storage, shipping, cleaning, and preservation of materials and equipment;
  5. Assuring that fabricated, manufactured, and construction equipment, components, or systems have satisfactorily passed all required inspections and tests in accordance with approved procedures; and
- b) The Vendor shall be required to report non-conformances and correct the non-conformance in accordance with the disposition approved and authorized by the Department.
- c) The Vendor shall be responsible for any non-conformance or audit findings, determine the cause of the problem and identify and implement corrective action to preclude recurrence.
- d) The Vendor shall be subject to audits and/or quality assurance reviews to be conducted by the Department, FTA and FRA or their agents.

## **SYSTEM SAFETY**

The Vendor shall participate in development of the System Safety Plan in conformance with all federal and other legal requirements, regulations, and standards in accordance with 49 CFR 270, and is responsible for preparing information about their roles and responsibilities and activities in the System Safety Plan. The Vendor is responsible for developing and implementing their sections identified within the SSP and for taking all precautions, which are reasonable and necessary to safeguard against risks in the performance of Hosting Services. The Vendor shall utilize an "All-Hazards" approach whereby the risks and mitigations identified hazards analyses, threat and vulnerability analyses, and capabilities assessments are considered simultaneously to facilitate the effective application of resources to reduce all risks. The Vendor shall work with the O&M Contractor to update the plan annually and shall detail the Vendor's safety policies, procedures and programs. Vendor's recommended revisions to the SSP shall be submitted to the Department for approval prior to implementation.

## **EXTRA WORK ISSUED UNDER AMENDMENTS**

Extra Work may include, but is not limited to, the provision of labor, materials, equipment and other services to provide improvements, modifications or additions to the Hosting Service in addition to normal maintenance as described in this Technical Specification. Extra Work may be known and planned for in advance as part of the Department's long and short-term improvement plan or may arise from an urgent need that cannot be delayed.

Extra Work will be requested by the Department in the form of a contract amendment. Any work performed by the Vendor prior to full execution of a contract amendment shall be considered as unauthorized work, and the Vendor shall not be entitled to compensation for said services. In the event of an emergency, the Department may issue an Emergency Work Order to the Vendor authorizing them to perform specific services. In those cases for any outstanding work necessary, the Department may, as soon as practicable, issue a contract amendment for the ordered work.

## ***AMENDMENT PROCESS***

The terms and conditions of the Vendor Agreement apply to each Amendment which will also contain specific requirements pursuant to requested Extra Work.

The Department shall issue an Amendment Proposal Request to the Vendor which will include a scope of work to be performed and a date by which the work shall be completed. The Amendment shall state the length of time the Vendor has to respond to the Department with a proposal for the work.

The Department will require the Vendor to prepare submittals or a proposal, which shall indicate the Vendor's planned method for fulfilling the terms of the Amendment. This proposal will also contain details including, but not limited to, a cost estimate for the work, the number of hours and a schedule to perform the services, the resources to be deployed, the Vendor's approach to performing the work, and a proposed total cost. Upon receipt of the proposal, the Department shall evaluate it and confer with the COO and the Vendor as necessary. The Department may request the Vendor to submit a revised proposal.

Said submittals or work plans shall be subject to the Department's approval prior to the Vendor's commencement of work.

## **RESPONSIBILITIES UPON TERMINATION OR COMPLETION OF AGREEMENT**

In the event that the Vendor is terminated or is not selected or designated as the Department's Vendor beyond the term of this Agreement, the Vendor shall be obligated to carry out such Agreement termination and transition activities as shall be required by the Department to preserve and protect the operational integrity of the Department's PTC System, maintain the obligations and requirements of the Department and to provide a smooth transition to the Successor Vendor.

### *CONVEYANCE OF RECORDS AND DOCUMENTS*

No later than 60 days prior to the termination or completion of the Agreement, the Vendor shall furnish to the Department all records and documents as requested by the Department, to include, without limitation, the items listed below to the extent they exist in the Vendor's possession. Additionally all reports and notifications specified in the Required Reports and Notifications section of the Technical Scope shall be made current and complete at the time of the termination or completion of the Agreement. Any such reports or notifications which normally may not be due at the time of the final day of Vendor responsibility, particularly in the case of early termination or completion, shall be completed on a pro-rated basis to the final day of the Agreement. Where practicable, all records and documents will be delivered in electronic format with hard copy. The data shall reflect conditions and status as of the final day of Vendor responsibility under the Agreement.

The above notwithstanding, any and all reports or other documents which relate to National Transportation Safety Board (NTSB), FRA or FPSC findings or deficiencies shall be made available to the Department immediately upon termination or completion of the Agreement. The Vendor also shall, upon termination or completion of the Agreement, furnish all older records and documents covering information in the Hosting Service.

The records and documents to be furnished in their original format include, but are not limited to:

- a) All Standard Operating Procedures and Plans developed for Department as identified in this Technical Scope;
- b) Maintenance, Repair, Inspection and Modification Project records ;
- c) Data and documentation, developed under this agreement shall remain the property of the Department;
- d) All interrogatories from regulatory or other agencies, including responses and documentation;
- e) All Vendor correspondence files (material related to the Department);
- f) Quarterly and Annual Training Reports since the Revenue Service Demonstration Date;
- g) All proficiency, efficiency and drug testing records since the Revenue Service Demonstration Date;
- h) All communication with Federal Communications Commission (FCC) authorities, location of radio transmitters, receivers, leased lines, rented communication services, etc.;
- i) All inspection reports, and corrective actions;

### *COOPERATION WITH SUCCESSOR VENDOR*

The Vendor shall be obligated to provide a level of cooperation, as determined by the Department, with the Successor Vendor to help ensure a smooth transition to the Successor Vendor. Such cooperative efforts will include, without limitation, the following:

- a) Provision of access for Successor Vendor personnel to the current Vendor's personnel for the purpose of providing relevant information;
- b) Attendance by the current Vendor personnel at such joint transition meetings as may reasonably be required by Department or the Successor Vendor; and
- c) Provision of sufficient management and supervisory personnel by the current Vendor during the initial seven days of the Successor Vendor's operations conducted by Successor Vendor to assure a smooth and efficient service transition.

#### *POTENTIAL ADDITIONAL SERVICES*

Potential additional services are herein described solely for informational purposes and are not to be included in the lump sum price for this scope of services. These additional services are contemplated by the Department and may or may not be provided, at the Department's sole discretion, by Other Contractors, or the vendor. When and if such services are sought additional information will be provided.

#### *SUPPORT SERVICES FOR PHASE 2 NORTH CONSTRUCTION*

The Department may request services during construction of the Phase 2 North upgrade of the wayside signal system of the CFRC to update the Hosting Services to include Phase 2 North. Phase 2 North is described as follows:

- DeBary Station north to DeLand Amtrak station in Volusia County
- 12 miles; 1 station; Capital upgrades include adding 2nd mainline track and trestle bridges, grade crossings and wayside signals