

State of Florida
Department of Transportation
Procurement Office, MS 7-700
11201 North McKinley Drive
Tampa, Florida 33612-6456

INVITATION TO NEGOTIATE REGISTRATION

**PLEASE COMPLETE AND RETURN THIS FORM ASAP
E-MAIL TO ENRIQUE.GARCIA@DOT.STATE.FL.US**

ITN Number: ITN-DOT-17/18-7008EG

Title: Tampa Bay SunGuide Regional Transportation Management Center Operations Management and Support Services

Sealed Reply Due Date & Time: See Timeline in Introduction Section

Vendors should notify our office by returning this Registration Form as soon as possible after downloading. Complete the information below and fax this sheet only to the Florida Department of Transportation Procurement Office by e-mail to enrique.garcia@dot.state.fl.us.

THE INVITATION TO NEGOTIATE 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 ITN number (click on “BUSINESS”, click on “Doing Business with the State”, under “Everything for Vendors and Customers”, click on “Vendor Bid System (VBS)”, then click on “Search Advertisements”, click on the drop-down arrow beside the box under Advertisement Type, select Competitive Solicitation, click on the drop-down arrow beside the box under Agency, select DEPARTMENT OF TRANSPORTATION, then go to the bottom of the same page and click on Advertisement Search). It is the responsibility of all potential vendors to monitor this site for any changing information prior to submitting your reply.

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax Number: _____

Contact Person: _____

Internet E-Mail Address: _____

For further information on this process, e-mail or telephone: Enrique Garcia, Purchasing Agent at enrique.garcia@dot.state.fl.us, (813) 975-6156, or (800) 226-7220 x6156.

**State of Florida
Department of Transportation**



INVITATION TO NEGOTIATE

**TAMPA BAY SUNGUIDE REGIONAL TRANSPORTATION
MANAGEMENT CENTER OPERATIONS MANAGEMENT
AND SUPPORT SERVICES**

ITN-DOT-17/18-7008EG

CONTACT FOR QUESTIONS:

Enrique Garcia, Purchasing Agent
enrique.garcia@dot.state.fl.us
Phone: (813) 975-6156 or (800) 226-7220 x6156
11201 North McKinley Drive
Tampa, Florida 33612-6456

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation (hereinafter referred to as the "Department") is soliciting written replies from vendors interested in participating in competitive negotiations to establish a term contract to provide full traffic management of Intelligent Transportation Systems (ITS) in operations and monitoring for the Department of the Tampa Bay SunGuide Regional Transportation Management Center (RTMC) managed by District Seven. It is anticipated that the term of the agreement will be from November 30, 2017 to November 29, 2022.

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 ITN number. It is the responsibility of all potential vendors to monitor this site for any changing information prior to submitting your reply.

All meetings are at the Florida Department of Transportation (FDOT) District Seven complex at 11201 North McKinley Drive, Tampa, Florida 33612-6456 in the Tampa Bay SunGuide RTMC (building east of the Headquarters building).

<u>ACTION / LOCATION</u>	<u>DATE</u>	<u>LOCAL / TIME</u>
DEADLINE FOR TECHNICAL QUESTIONS (There is no deadline for administrative questions)	09-15-2017	10:00AM
REPLIES DUE FDOT 11201 North McKinley Drive Tampa, Florida 33612-6456 ATTN: Enrique Garcia, (813) 975-6156	09-21-2017	11:30AM
PUBLIC MEETING TO OPEN REPLIES Tampa Bay SunGuide RTMC	09-21-2017	1:30PM
PUBLIC MEETING TO SHORT LIST VENDORS Tampa Bay SunGuide RTMC	10-10-2017	10:00AM
POSTING OF SHORT LIST ON VBS	10-10-2017	1:30PM
PUBLIC MEETING TO SUMMARIZE AND DETERMINE INTENDED AWARD Tampa Bay SunGuide RTMC		TBD
POSTING OF THE NOTICE OF INTENDED AWARD ON VBS		TBD

3) PUBLIC MEETING AGENDAS

Agenda – Public Meeting to Open Replies

Starting Time: See Timeline in Introduction Section

- Opening remarks of approximately two minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the ITN solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the initial replies received timely will be opened, with respondent's name read aloud and tabulated.
- Adjourn meeting.

Agenda – Public Meeting to Short List Vendors

Starting Time: See Timeline in Introduction Section

- Opening remarks of approximately two minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the ITN solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the evaluations of Initial Replies received will be summarized.
- Determine the number of highest ranked firms to include on Short List.
- Announce the names of the Short-Listed firms and when the decision will be posted on the Vendor Bid System (VBS).
- Adjourn meeting.

Agenda – Public Meeting to Summarize & Determine Intended Award

Starting Time: See Timeline in Introduction Section

- Opening remarks of approximately two minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the ITN solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, recap and discussion among the Technical Review Committee (TRC) to determine "best value."
- Announce firm determined to be "best value" as the Intended Award.
- Announce time and date the decision will be posted on the Vendor Bid System (VBS).
- Adjourn meeting.

4) SPECIAL ACCOMMODATIONS

Any person with a qualified disability requiring special accommodations at a 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 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

VENDORS MUST BE ACTIVELY REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE (MFMP) SYSTEM BY THE TIME AND DATE THE SEALED REPLIES ARE DUE OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 16). All prospective vendors that are not registered, should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration or call 1-866-352-3776 for assisted registration.

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced form PUR 1000 General Contract Condition #14. However, all vendors should be aware that effective July 1, 2017 through June 30, 2018, in accordance with House Bill 5003, Sec.73, the Transaction Fee will be seven-tenths of one percent (0.70%) of the payment issued. The Transaction Fee imposed shall be based upon the date of issuance of the payment.

2) FLORIDA DEPARTMENT OF FINANCIAL SERVICES (DFS) W-9 INITIATIVE

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

Any technical questions arising from this ITN must be forwarded, in writing, to the Purchasing Agent identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely by vendors 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 ITN number. It is the responsibility of all potential vendors to monitor this site for any changing information prior to submitting their reply.

WRITTEN TECHNICAL QUESTIONS should be submitted to:

Enrique Garcia, Purchasing Agent

enrique.garcia@dot.state.fl.us

Fax: (813) 975-6473

Florida Department of Transportation

Procurement Office, MS 7-700
11201 North McKinley Drive
Tampa, Florida 33612-6456

Questions regarding administrative aspects of the procurement process should be directed to the Purchasing Agent in writing at the address above or by phone: (813) 975-6156 or (800) 226-7220 x6156.

4) CHANGES TO THE INVITATION TO NEGOTIATE (ADDENDA)

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 ITN number. It is the responsibility of all potential vendors to monitor this site for any changing information prior to submitting their reply. All Addenda will be acknowledged by signature and submitted with replies when so stated in the Addenda.

5) BEST VALUE SELECTION & PUBLIC MEETINGS

The Department intends to contract with the responsive and responsible Vendor whose reply is determined by the Technical Review Committee to provide the best value to the Department. "Best value", as defined in Section 287.012(4), F.S., means the highest overall value to the state based on objective factors that include price, quality, design and workmanship.

Specific events in the competitive negotiation process will be conducted at public meetings of the Technical Review Committee. The specific events are noted in the Timeline (see Section 2 of Introduction Section). Minutes will be taken at all public meetings and will be retained in the contract file.

6) TECHNICAL REVIEW COMMITTEE

The Technical Review Committee (TRC) will be composed of at least three persons who collectively have experience and knowledge in contract procurement and the program area for which the contractual services are sought. Due to the complexity of certain procurements, the TRC is authorized to consult with subject matter experts during the course of the procurement process for the purpose of gathering information. The team leader, usually the Contract Manager, will ensure consistent scoring and documentation to facilitate and support a consensus decision for the Intended Award. A consensus decision is a collaborative general agreement among the members of the group that does not have to be unanimous but meets the concerns of all members as much as possible. The team leader will provide a short plain statement for the contract file that explains the basis of vendor selection for the intended award and how the vendor's deliverables and price will provide the best value to the State.

7) SCOPE OF SERVICES

Information and details of the services to be furnished by the Vendor are described in Exhibit "A", Scope of Services, attached hereto and made a part hereof. Documentation of any revisions that may occur during the competitive negotiation process will be retained in the procurement file.

8) PRE-REPLY CONFERENCE

A PRE-REPLY CONFERENCE WILL NOT BE HELD

9) QUALIFICATIONS

9.1 Qualifications Questionnaire

Interested vendors must complete and submit the "Qualifications Questionnaire" to show that they have the necessary qualifications, prior relevant experience, and capabilities to meet the requirements of the Department in providing full traffic management of ITS in the operations and monitoring for the Department of the Tampa Bay SunGuide RTMC managed by District Seven, as specified in Exhibit "A", Scope of Services. The responses to the "Qualifications Questionnaire" and the information provided by the vendors in their replies will be reviewed and evaluated to determine the short-list of vendors that are best able to meet the requirements of the Department and proceed to Step 3 in the competitive negotiation process.

9.2 Authorized To Do Business in the State of Florida

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

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

9.3 Licensed to Conduct Business in the State of Florida

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

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

9.4 E-VERIFY

Vendors/Contractors:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the contract.

10) DIVERSITY ACHIEVEMENT

DISADVANTAGED BUSINESS ENTERPRISE (DBE) 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 DBEs to compete for Department contractual services projects, and also encourages non-DBE and other minority contractors to use DBEs as sub-contractors. The Department, its contractors, suppliers, and consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. The Department shall require its contractors, suppliers, and consultants to not discriminate on the basis of race, color, national origin, religion, gender, age, or disability in the award and performance of its contracts.

Federal law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the Department in this endeavor, vendors are requested to submit the **Bidder's Opportunity List** with their technical replies. The list should include yourself as well as any prospective sub-contractor that you contacted or who has contacted you regarding the project.

Vendors are requested to indicate their intention regarding DBEs participation on the **Anticipated DBE Participation Statement** and to submit that Statement with their reply. After award of the contract resulting from this ITN, the awarded Vendor will need to complete the "Anticipated DBE Participation Statement" online through the Equal Opportunity Compliance (EOC) system within 3 business days after award of the contract. The link to access the EOC system is: <https://www3.dot.state.fl.us/EqualOpportunityCompliance>. This will assist the Department in tracking and reporting planned or estimated DBE utilization.

During the contract period, the Vendor will be required to report actual payments to DBE and MBE subcontractors through the web-based EOC system. All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Additional information about the EOC system can be found on the Equal Opportunity Office (EOO) website at <http://www.dot.state.fl.us/equalopportunityoffice/eoc.shtm> . A help manual on how to use the system will be available within the EOC application. If you have any questions or technical issues, please contact the EOO help desk at EOOHelp@dot.state.fl.us.

To request certification or to locate DBEs, call the Department of Transportation's Equal Opportunity Office at (850) 414-4747, or access an application or listing of DBEs on the Internet at www.dot.state.fl.us/equalopportunityoffice/.

11) CONTRACT DOCUMENT

STANDARD WRITTEN AGREEMENT

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

12) REVIEW OF VENDOR'S FACILITIES & QUALIFICATIONS

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

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

13) PROTEST OF INVITATION TO NEGOTIATE SPECIFICATIONS

Any person who is adversely affected by the contents of this ITN 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 72 hours after the posting of the solicitation, (the written notice of protest may be faxed to 850-414-5264), and
2. A formal written protest in compliance with Section 120.57(3), F.S., within 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), F.S., 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, F.S.

14) 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.

15) SCRUTINIZED COMPANIES LISTS

Replies of \$1,000,000.00 or more must include a completed [Vendor Certification Regarding Scrutinized Companies Lists Form](#) to certify the respondent is not on any of those lists. The Form should be submitted with the Price Proposal.

Section 287.135, F.S., requires that at the time a vendor submits a bid or proposal for a contract for goods or services of \$1,000,000.00 or greater, the Vendor must certify that the company is not on Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

For contracts \$1,000,000.00 and greater, if the Department determines the vendor submitted a false certification under Section 287.135(5) of the F.S., or if the vendor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the contract after it has given the vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the F.S., or maintain the contract if the conditions of Section 287.135(4) of the F.S. are met.

16) RESPONSIVENESS OF REPLIES

16.1 Responsiveness of Replies

Replies will not be considered if not received by the Department on or before the date and time specified as the due date for submission in the Timeline (see Section 2 of Introduction Section). The Vendor is to limit the responses to the "Qualifications Questionnaire" to no more than one and a half single-sided pages per question (excluding resumes). Font type and size shall be Arial 12.

16.2 Other Conditions

Other conditions which may cause rejection of replies include, but are not limited to, evidence of collusion among Vendors, obvious lack of experience or expertise to perform the required work, failure to perform or meet financial obligations on previous contracts, or in the event an individual, firm, partnership, or corporation is on the General Services Administration Excluded Parties List.

17) COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of the reply or a negotiation session 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, F.S. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

18) ATTACHMENT TO ITN SUBMITTALS - CONFIDENTIAL MATERIAL

The Vendor must include any materials it asserts to be exempted from public disclosure under Chapter 119, F.S., in a separate bound document labeled "Attachment to Invitation to Negotiate, Number ITN-DOT-17/18-7008EG - Confidential Material". The Vendor must identify the specific statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Vendor asserts to be exempt from public disclosure and placed elsewhere in the reply will be considered waived by the Vendor upon submission, effective after opening.

19) COSTS INCURRED IN RESPONDING

This ITN does not commit the Department or any other public agency to pay any costs incurred (e.g., for making necessary studies, preparing designs, or procuring/contracting any articles or services) by an individual firm, partnership, or corporation in the submission of a reply or subsequent negotiations.

20) MAIL OR DELIVER REPLIES TO: (DO NOT FAX OR SEND BY E-MAIL)

**Florida Department of Transportation
Attn: Enrique Garcia, Purchasing Agent
Procurement Office, MS 7-700
11201 North McKinley Drive
Tampa, Florida 33612
Phone (813) 975-6156 or (800) 226-7220 x6156**

Submit one original and five copies of your reply. Replies must be submitted in a sealed envelope/package that should be labeled with the ITN number and the opening date and time. It is the vendor's responsibility to assure that the reply is delivered to the proper place on or before the reply due date and time in the Timeline (see Section 2 of Introduction Section). Replies which for any reason are not so delivered will not be considered.

21) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

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

22) OPENING OF SEALED REPLIES

All reply openings are open to the public. Replies will be opened by the Department at the date, time and location in the Timeline (see Section 2 of Introduction Section). The public may attend the opening but may not review any replies submitted until they become public records in accordance with Section 119.07, F.S.

23) QUALIFICATIONS QUESTIONNAIRE/SHORT LIST EVALUATION CRITERIA

The initial replies received timely will be evaluated quantitatively for each of the criteria addressed in the "Qualifications Questionnaire" for the purpose of determining the short list of vendors that best meet the requirements of the Department and are reasonably susceptible of award. The grades or points resulting from the review/evaluation of the replies to this questionnaire will be included in decisions beyond determining the initial short list of vendors to proceed in the ITN process.

24) ORAL TECHNICAL PRESENTATIONS

ORAL PRESENTATIONS ARE NOT REQUIRED.

25) PROPOSED NEGOTIATION PROCESS

The Department intends to negotiate concurrently with competing vendors, as set out below. The participating vendors should be cognizant of the fact that the Department, upon completion of each step, reserves the right to finalize the negotiation process at any time in the proposed process that the Department determines such selection would be in the best interest of the State. Replies should be prepared to provide a straightforward, concise description of the vendor's ability to meet the requirements and to allow the Department to properly evaluate the vendor's reply.

Step 1) Interested vendors must submit their replies with the following to the Purchasing Agent identified on the cover page by the date, time and location specified in the Timeline (see Section 2 of Introduction Section)

- Qualifications Questionnaire - The vendor is expected to address and respond to all questions completely (see Special Condition 9). The responses shall be limited to no more than one and one half single-sided page per question (excluding resumes). Font type and size shall be Arial 12

- Preliminary Price Proposal

Step 2) There will be a public meeting of the TRC, composed of at least three members, for the purpose of evaluating the initial replies received timely and selecting the short-list of vendors that best meet the requirements of the Department and are reasonably susceptible of award. The TRC will complete a written summary evaluation of each vendor's response to the criteria addressed in the Qualifications Questionnaire (see Special Condition 9) to determine the short-list of vendors to proceed to Step 3 in the competitive negotiation process. The public meeting will be held at the date, time and location specified in the Timeline (see Section 2 of Introduction Section). The short-list selection of vendors that best meet the requirements of the Department will be posted in accordance with law and rule (see Special Condition 26).

Step 3) Each short-listed vendor will be scheduled to meet with the TRC to review the Vendor's "Qualifications Questionnaire", negotiate the Vendor's Preliminary Price Proposal, and discuss any issues or problems. Negotiation sessions are not open to the public and all negotiation sessions will be recorded by the Department.

Step 4) Each individual on the TRC will complete a written summary evaluation of each short-listed Vendor's approach, capabilities, and prior relevant experience.

Step 5) There will be a public meeting of the TRC at the date, time and location in the Timeline to review the individual summary evaluations and rank the vendors in order of preference and make a final selection.

Step 6) After making the final selection, the TRC will provide a short plain statement for the procurement file that explains the basis for Vendor selection and how the Vendor's deliverables and price will provide the best value to the State.

Step 7) The intended award will be posted in accordance with law and rule (see Special Condition 26)

Step 8) The Department will contract with the selected Vendor.

26) POSTING OF INTENDED AWARD

26.1 The short-list and intended award, as applicable, will be made to the responsive and responsible Vendor(s) which are determined to be capable of providing the best value and best meet the needs of the Department. The short-list and intended award decision will be announced at the date, time and location in the Timeline.

26.2 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 72 hours. Any vendor 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 72 hours after posting of the Intended Award, (the written 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), F.S., within 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), F.S., 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, F.S.

3. If the Department is unable to post as defined above, the Department will notify all vendors by electronic notification on the Florida VBS (see special condition 26.2, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

27) AWARD OF THE CONTRACT

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

A Standard Written Agreement executed by both parties, and a written Notice to Proceed, issued by the Contract Manager.

28) RENEWAL

Upon mutual agreement, the Department and the Contract Vendor may renew the Contract for a period that may not exceed three years or the term of the original contract, whichever is longer. The renewal must be in writing and signed by both parties, and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. Any renewal shall specify the renewal price, as set forth in the solicitation response except that an agency may negotiate lower pricing. Renewal is contingent upon satisfactory performance evaluations and subject to the availability of funds.

29) ATTACHED FORMS

Anticipated DBE Participation Statement (Form 375-040-63)

Bid Opportunity List for DBE participation (Form 375-040-62)

Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60) (proposals of \$1 million or more)

Drug-Free Workplace Program Certification (Form 375-040-18)

Terms for Federal Aid Contracts - Appendix I (Form 375-040-40)

Exhibit "C" Price Proposal

30) ATTACHED TERMS AND CONDITIONS

Exhibit "A" Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Price Proposal Form

Attachment "A" – Current Information Technology/Intelligent Transportation Systems Activities by Position

Attachment "B" – RTMC Concept of Operations

Attachment "C" – Arterial Management Program Concept of Operations

Attachment "D" – TBSG Standard Operating Procedures

Attachment "E" – TBSG Quick Reference Guides

Standard Written Agreement

Terms for Federal Aid Contracts - Appendix I

31) TERMS AND CONDITIONS

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

Special Conditions

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Price Proposal Form

Attachment "A" – Current Information Technology/Intelligent Transportation Systems Activities by Position

Attachment "B" – RTMC Concept of Operations

Attachment "C" – Arterial Management Program Concept of Operations

Attachment "D" – TBSG Standard Operating Procedures

Attachment "E" – TBSG Quick Reference Guides

Standard Written Agreement

Terms for Federal Aid Contracts - Appendix I

Instructions to Respondents (PUR 1001)

General Contract Conditions (PUR 1000)

Introduction Section

31.1 General Contract Conditions (PUR 1000)

The State of Florida's General Contract Conditions are outlined in form PUR 1000, which is a downloadable document incorporated into this ITN by reference. Any terms and conditions set forth in this ITN document take precedence over the PUR 1000 form where applicable.

<http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf>

The following paragraphs do not apply to this ITN:

Paragraph 31, Dispute Resolution - PUR 1000

Paragraph 40, PRIDE – PUR 1000, when federal funds are utilized.

31.2 General Instructions to Respondents (PUR 1001)

The State of Florida's General Instructions to Respondents are outlined in form PUR 1001, which is a downloadable document incorporated into this ITN by reference. Any terms and conditions set forth in this ITN document take precedence over the PUR 1001 form where applicable.

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

The following paragraphs do not apply to this ITN:
Paragraph 3, Electronic Submission – PUR 1001
Paragraph 4, Terms and Conditions – PUR 1001
Paragraph 5, Questions – PUR 1001

32) LIABILITY INSURANCE

The Vendor shall not commence any work until they have obtained the following types of insurance, and a certificate of such insurance has been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, Attn: Enrique Garcia, MS 7-700, 11201 North McKinley Drive, Tampa, Florida 33612-6456** within 10 days after the ending date of the period for posting the intended award decision.

The Vendor must carry and keep in force during the period of this Contract a general liability insurance policy or policies with a company authorized to do business in the State of Florida, affording public liability insurance with combined bodily injury limits of at least \$1,000,000.00 per person and \$1,000,000.00 minimum each occurrence, and property damage insurance of at least \$1,000,000.00 minimum each occurrence, for the services to be rendered in accordance with this contract.

With respect to any general liability insurance policy required pursuant to this contract, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, 30 days advance notice shall be given to the Department or as provided in accordance with Florida law.

The Department shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor or subcontractor providing such insurance. Policies that include Self Insured Retention (SIR) will not be accepted.

33) PERFORMANCE BOND

A PERFORMANCE BOND IS NOT REQUIRED.

34) METHOD OF COMPENSATION

Information and details of the method of compensation are described in Exhibit "B", Method of Compensation, attached hereto and made a part hereof. Documentation of any revisions that may occur during the competitive negotiation process will be retained in the procurement file.

QUALIFICATIONS QUESTIONNAIRE

INVITATION TO NEGOTIATE #: ITN-DOT-17/18-7008EG

TITLE: Tampa Bay SunGuide Regional Transportation Management Center Operations Management and Support Services

VENDOR: _____ FAX #: _____

SUBMITTED BY: _____ SIGNED: _____ DATE: _____
(Name Printed) (Signature)

The review/evaluation of the responses to this questionnaire **will be** included in decisions beyond determining the initial Short-list of vendors to proceed in the ITN process. **The Vendor shall limit the responses to no more than one and a half single-sided pages per question (excluding resumes) Font type and size shall be Arial 12.**

=====

1. Describe your firm’s experience in operating a traffic management center (TMC). Be specific to the center(s) managed, the dates, the size, and responsibilities of the center. State what positions you provided, by number and function. Include any experience working with a traffic management software such as SunGuide Software. List all subcontractors, their related experience, and in what capacity they are/were used. (15 points)
2. Provide the names and resumes for the persons you are proposing as the Project Manager and Regional Transportation Management Center (RTMC) Manager. Describe their experience, placing emphasis on their operations and incident management experience. Include any experience working with a traffic management software such as SunGuide Software. (15 points)
3. Provide the names and resumes for the persons you are proposing as the RTMC Senior IT/ITS Technician and RTMC Information Technology (IT) Manager. Describe their experience, placing emphasis on their IT experience in a 24/7/365 operations environment. Include any experience working with Wide Area Networks (WAN) and Local Area Networks (LAN) and any experience working with a traffic management software such as SunGuide Software. (15 points)
4. Training of the operators is important to maintain and upgrade their skills. Describe your approach to on-going training if you are awarded this Contract. (5 points)
5. The Tampa Bay SunGuide RTMC is a 24/7/365 facility. Describe your approach to scheduling and how you will staff to ensure that there are always operators available in case of sudden illness or emergency. You cannot increase staffing levels from the amount noted in the Scope of Services. (5 points)
6. Describe your recruiting and hiring plan for this Contract. Include your process/tactics to ensure rapid replacement of vacant positions. (5 points)
7. Explain any “cost-effective innovations” your firm may have for improving operations of the Tampa Bay SunGuide RTMC. (10 points)

8. One task you may be required to fulfill or assist with is “configuration management” for our internal IT/ITS. Describe your firm’s experience with “configuration management” and how you would approach this task for the Tampa Bay SunGuide RTMC. (3 points)
9. What four specific items do you believe would be best to use for evaluating operator performance? (3 points)
10. Describe your firm’s experience managing a TMC during a major disaster or event. Describe the major disaster or event, what your personnel did that was unique, and their overall contribution to resolving the situation. (5 points)
11. Describe your firm’s most challenging experience(s) involving the government agency that oversees your existing TMC operations contract(s). How did you resolve the issue(s)? (3 points)
12. Without embellishment, describe why your firm is the best suited to provide the services described in the Scope of Services. (10 points)
13. Describe the steps your firm will take to ensure that the Tampa Bay SunGuide RTMC network(s) are protected from intrusion (to a reasonable degree). (3 points)
14. Employee retention is important to the efficient function of the Tampa Bay SunGuide RTMC. Explain what your firm does to retain qualified TMC personnel. (3 points)

WORK REFERENCES

List the names of three references for which your business has provided similar services.

<u>BUSINESS NAME</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>PHONE NO.</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No. _____
Financial Project I.D. VARIOUS
F.E.I.D. No.: _____
Appropriation Bill Number(s)/Line Item Number(s) for 1st year of
contract, pursuant to s. 216.313, F.S.: _____
(required for contracts in excess of \$5 million)
Procurement No.: ITN-DOT-17/18-7008EG
DMS Catalog Class No.: 80161500, 81112222, 81141800

BY THIS AGREEMENT, made and entered into this ____ day of _____, ____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and _____, of _____ duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

- A. In connection with Tampa Bay SunGuide Regional Transportation Management Center Operations Management and Support Services, the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the

Director of Transportation Operations

2. TERM

A Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or five years, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

Services shall commence _____ and shall be completed by _____ or date of termination, whichever occurs first.

Services shall commence upon written notice from the Department's Contract Manager and shall be completed by _____ or date of termination, whichever occurs first.

Other: See Exhibit "A"

B RENEWALS (Select appropriate box):

This Agreement may not be renewed.

This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

C EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPENSATION AND PAYMENT

A Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor will bill the Department for the retained amount during the next billing period. If the Vendor is unable to

resolve the deficiency, the funds retained will be forfeited at the end of the agreement period.

- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized under this Agreement and by the Department's Project Manager, then the Department shall not compensate the Vendor for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Vendor may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Vendor for lodging/hotel expenses in excess of \$150.00 per day.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees.
VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any

contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

PAYMENT FOR CLAIMS: The Vendor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

- B. **LIABILITY INSURANCE.** (Select and complete as appropriate):

- No general liability insurance is required.
- The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$1,000,000.00 per person and \$1,000,000.00 each occurrence, and property damage insurance of at least \$1,000,000.00 each occurrence, for the services to be rendered in accordance with this Agreement
- The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$_____.

- C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

- D. **PERFORMANCE AND PAYMENT BOND.** (Select as appropriate):

- No Bond is required.
- Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

- E. **CERTIFICATION.**

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

A The Vendor shall comply with Chapter 119, Florida Statutes. Specifically, the Vendor shall:

- (1) Keep and maintain public records required by the Department to perform the service.
- (2) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Department.
- (4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

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

District 7

813-975-6044

D7prcustodian@dot.state.fl.us

Florida Department of Transportation

District 7 - Office of General Counsel

11201 N. McKinley Drive, MS 7-120

Tampa, FL 33612

- B The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any

particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.

- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
 - (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and

E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.

- J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. For Contracts \$1,000,000 and greater, if the Department determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.

B. Select the appropriate box:

- The following provision is not applicable to this Agreement:
- The following provision is hereby incorporated in and made a part of this Agreement:
- It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

RESPECT
2475 Apalachee Pkwy
Tallahassee, Florida 32301-4946
Phone: (850)487-1471

- The following provision is hereby incorporated in and made a part of this Agreement:
It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 - 28th Street, North
St. Petersburg, FL 33716-1826 (800)643-8459

- This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence

over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.

- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.
- J. Vendor/Contractor:
 - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- K. Time is of the essence as to each and every obligation under this Agreement.
- L. The following attachments are incorporated and made a part of this agreement:
Exhibit "A" Scope of Services, Exhibit "B" Method of Compensation, Exhibit "C" Preliminary Price Proposal, Terms for Federal Aid Contracts - Appendix I, Attachment "A" – Current Information Technology/Intelligent Transportation Systems Activities by Position, Attachment "B" – RTMC Concept of Operations, Attachment "C" – Arterial Management Program Concept of Operations, Attachment "D" – TBSG Standard Operating Procedures, Attachment "E" – TBSG Quick Reference Guides
- M. Other Provisions:
ITN-DOT-17/18-7008EG

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY: _____
Authorized Signature

(Print/Type)

Title: _____

BY: _____
Authorized Signature

Rebecca L. Schwarz, FCCN

(Print/Type)

Title: _____

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW

Procurement Office

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ANTICIPATED DBE PARTICIPATION STATEMENT

375-040-63
PROCUREMENT
02/07

The Prime contractor is encouraged to complete this form and submit this form with your bid/price proposal/reply. Submission of this form is not mandatory.

Procurement Number: ITN-DOT-17/18-7008EG

Contractor's Name: _____

Contractor's FEID Number: _____

Is the prime contractor a Florida Department of Transportation Certified Disadvantaged Business Enterprise (DBE)?
(yes) (no)

Expected amount of contract dollars to be subcontracted to DBE(s): \$ _____

OR

It is our intent to subcontract _____ % of the contract dollars to DBE(s). Listed below are the proposed DBE sub-contractors:

<u>DBE (s) Name</u>	<u>Type of Work/Specialty</u>	<u>Dollar Amount/Percentage</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Submitted by: _____ Title: _____
(Type or Print)

Date: _____

Note: This information is used to track and report anticipated DBE participation in FDOT contracts. The anticipated DBE amount will not become part of the contractual terms.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL
SERVICES**

375-040-62
PROCUREMENT
01/16

Prime Contractor: _____

Address/Phone Number: _____

Procurement Number: ITN-DOT-17/18-7008EG

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors and consultants must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

1. Federal Tax ID Number: _____	6. <input type="checkbox"/> DBE	7. Annual Gross Receipts
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 million
3. Phone: _____		<input type="checkbox"/> Between \$1 - \$5 million
4. Address: _____		<input type="checkbox"/> Between \$5 - \$10 million
_____		<input type="checkbox"/> Between \$10 - \$15 million
_____		<input type="checkbox"/> More than \$15 million
5. Year Firm Established: _____		

1. Federal Tax ID Number: _____	6. <input type="checkbox"/> DBE	7. Annual Gross Receipts
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 million
3. Phone: _____		<input type="checkbox"/> Between \$1 - \$5 million
4. Address: _____		<input type="checkbox"/> Between \$5 - \$10 million
_____		<input type="checkbox"/> Between \$10 - \$15 million
_____		<input type="checkbox"/> More than \$15 million
5. Year Firm Established: _____		

1. Federal Tax ID Number: _____	6. <input type="checkbox"/> DBE	7. Annual Gross Receipts
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 million
3. Phone: _____		<input type="checkbox"/> Between \$1 - \$5 million
4. Address: _____		<input type="checkbox"/> Between \$5 - \$10 million
_____		<input type="checkbox"/> Between \$10 - \$15 million
_____		<input type="checkbox"/> More than \$15 million
5. Year Firm Established: _____		

1. Federal Tax ID Number: _____	6. <input type="checkbox"/> DBE	7. Annual Gross Receipts
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 million
3. Phone: _____		<input type="checkbox"/> Between \$1 - \$5 million
4. Address: _____		<input type="checkbox"/> Between \$5 - \$10 million
_____		<input type="checkbox"/> Between \$10 - \$15 million
_____		<input type="checkbox"/> More than \$15 million
5. Year Firm Established: _____		

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR: **BID SHEET (Invitation to Bid - ITB)
PRICE PROPOSAL (Request for Proposal - RFP)
REPLY (Invitation to Negotiate - ITN)**

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

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or companies that are engaged in a boycott of Israel.

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

Certified By: _____

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

Authorized Signature Print Name and Title: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

375-040-18
PROCUREMENT
03/17

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: _____

**TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):
CONTRACT (Purchase Order) # _____**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in this Agreement notwithstanding.
- C. **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- H. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (C) through (I) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- I. **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Contractor shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Contractor and any sub-Contractor or contractor.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Contractor at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Contractor shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Contractor in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Department hereby certifies that neither the Contractor nor the Contractor's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
 1. employ or retain, or agree to employ or retain, any firm or person, or
 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- P. The Contractor hereby certifies that it has not:
 1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above contractor) to solicit or secure this contract;
 2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
 3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above contractor) any fee contribution, donation, or consideration of any kind for, or in

connection with, procuring or carrying out the contract.

The Contractor further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- Q. Federal-aid projects for highway construction shall comply with the Buy America provisions of 23 CFR 635.410, as amended.
- R. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract" in 41 CFR Part 60-1.3 shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

EXHIBIT "A"

SCOPE OF SERVICES

TAMPA BAY SUNGUIDE REGIONAL TRANSPORTATION MANAGEMENT CENTER OPERATIONS MANAGEMENT AND SUPPORT SERVICES

1. GENERAL REQUIREMENTS

- 1.1. **EXHIBIT** - This exhibit forms an integral part of the Contract between the State of Florida, Department of Transportation (hereinafter referred to as the Department or FDOT), and the Vendor.
- 1.2. **PURPOSE** - The purpose of this Contract is to secure a Vendor to provide contractual services for the management of traffic within the operational jurisdiction of the Tampa Bay SunGuide (TBSG) Center (hereinafter referred to as the Regional Transportation Management Center or RTMC). The RTMC is administered by the Department's District 7 (hereinafter referred to as D7). The Vendor will provide the staff, training, and supervision necessary to manage and support the operations of the RTMC. This shall include the operators to manage traffic, Information Technology (IT) staff to manage the network system, and administrative staff to support the Contract.
- 1.3. **HOURS OF OPERATIONS** - Operations shall be conducted 24 hours a day, 7 days a week, 365 days a year (24/7/365) unless otherwise directed.
- 1.4. **TASKS** – Operations management and support services under this Contract shall include, but not be limited to, the following tasks:
 - 1.4.1. Provide operations and monitoring of the Intelligent Transportation Systems (ITS) within the RTMC operational jurisdiction.
 - 1.4.2. Provide real-time traveler information for the RTMC operational jurisdiction.

- 1.4.3. Provide traffic incident management for the RTMC operational jurisdiction. The table below provides the numbers of incidents by type and month occurring on freeways within the RTMC operational jurisdiction for the second calendar quarter of 2017.

Numbers of Incidents by Type & Month			
Type	April 2017	May 2017	June 2017
Wrong-Way Driver	34	34	44
Scheduled Road Work	63	116	76
Miscellaneous ¹	161	194	214
Disabled Vehicle	3,465	3,612	3,841
Debris on Roadway	543	558	454
Crash	529	614	759
Congestion	422	445	399
Abandoned Vehicle	428	467	448
Total	5,645	6,040	6,235

1. Miscellaneous includes: Other, Bridge Work, Emergency Road Work, Emergency Vehicles, Flooding, Amber & Silver Alerts, Special Event, Off Ramp Backup, Interagency Coordination, Weather, Visibility, Police Activity, Vehicle Fire, Wrong-Way Driver Driving Test

- 1.4.4. Provide Road Rangers Service Patrol dispatch within the RTMC operational jurisdiction.
- 1.4.5. Provide IT services to operate and maintain the ITS hardware and software, network management software and related systems in the RTMC to keep the network system operating safely and efficiently (see Attachment "A" for a listing of services currently performed by the IT sub-contractor).
- 1.4.6. Provide IT services to assist with the integration of new ITS field devices.
- 1.4.7. Provide configuration management retrofit services as required.
- 1.4.8. Provide operations management coordination for statewide and regional emergency management operations as required.
- 1.4.9. Provide notifications to and operations management coordination with incident responders (Law Enforcement, Fire Rescue, Road Rangers Service Patrol, FDOT On-Call Personnel, etc.).
- 1.4.10. Provide traffic information dissemination to organizations partnered with the Department, such as Google's Waze, and any other entity specified by the Department.
- 1.4.11. Provide operations management coordination with other statewide ITS.

- 1.4.12. Provide operations management coordination for statewide and regional “AMBER,” “Law Enforcement Officer (LEO),” and “Silver” alerts.
- 1.4.13. Provide operations management coordination for regional bridge incident management and security systems.
- 1.4.14. Provide assistance with the management of the ITS field devices maintenance contract by providing notifications of device problems and scheduling and coordination between the RTMC and the D7 ITS field devices maintenance vendor.
- 1.4.15. Provide performance measure reports weekly, monthly, quarterly and yearly as requested.
- 1.4.16. Provide monitoring of weather alarms and alerts.
- 1.4.17. Provide monitoring of building alarms and alerts.
- 1.4.18. Provide local/regional coordination with other traffic management centers and other stakeholders.
- 1.4.19. Update and maintain the *TBSG Center and FMS Concept of Operations (ConOps)*, *Arterial Management Program Concept of Operations (AMP ConOps)*, *Operations Standard Operating Procedures Manual* (hereinafter referred to as the *SOPs*), *Quick Reference Guide (QRG)* and other documents as specified. See Attachments “B”, “C”, “D”, and “E” for copies of these documents.
- 1.4.20. Create and publish the *TBSG RTMC Operations Management and Support Services Annual Report* each year on or before the anniversary of the Notice to Proceed date of this Contract.
- 1.5. **DESCRIPTION OF THE RTMC OPERATIONAL JURISDICTION** - The services of this Contract will control the Freeway Management System (FMS) and Arterial Management System (AMS) for the RTMC. The RTMC shall be required to report in areas not covered by closed-circuit television (CCTV) cameras and/or Road Rangers Service Patrol. Currently, the TBSG ITS deployments cover approximately 169 operational centerline miles of freeways and approximately 45 operational centerline miles of arterials in the Tampa Bay area. Sunshine Skyway video monitoring is also part of the FMS.

During the period of this Contract, additional FMS and AMS ITS field devices are expected to be added to RTMC control. Ultimately, the FMS will cover over 211 centerline miles of freeways and expressways in Hillsborough, Pinellas, Pasco, Hernando, Citrus, Polk, and Manatee Counties and possibly other counties. This ultimate build out coverage area will include, but not be limited to: I-75, from south of the I-275 interchange in Manatee County north to near the Hernando County/Sumter County line; the entirety of I-275; I-4, from the I-275 interchange east to mile marker 57.7 near the Polk County/Osceola County line; and S.R. 60, from the I-275 interchange north, to north of the Courtney Campbell Causeway interchange. Currently D7’s Road Rangers Service Patrol program provides service beats on the majority of I-275, I-4, and I-75 within the RTMC operational jurisdiction. The Road Rangers Service Patrol beats may be expanded during this

Contract period. The Gateway Expressway and the Gateway Connector, will be under construction and possibly operational during this Contract period. Thus, the RTMC will be preparing for the operation of the Gateway Expressway's statically tolled lanes and the TBX2's dynamically tolled lanes. Modifications to the control room and computer/server room to accommodate these new toll lanes are expected; therefore, the Vendor will make every effort to fulfill its services in a more limited environment during the modifications.

Ultimately, the AMS will expand to monitor 15 to 20 of the major urban arterials within the RTMC operational jurisdiction.

- 1.6. **CURRENT ITS DEVICES** – The FMS deploys pan, tilt, and zoom CCTV cameras, freeway and arterial dynamic message signs (DMS), microwave vehicle detectors, highway advisory radios (HAR), road weather information systems (RWIS) and other devices. Most devices are connected through fiber optic cables to the RTMC. Some devices are connected via wireless radio systems.

The table below provides the types and numbers of FMS ITS devices that D7 had deployed at the end of the second calendar quarter of 2017.

	April-June 2017
Type of FMS ITS Device	Number Deployed
Closed-Circuit Television Cameras	330
Dynamic Message Signs	135
Microwave Vehicle Detection Systems	595
Highway Advisory Radios	7
Road Weather Information Systems	12
Wrong-Way Driving Detection Sensors	15

The AMS deploys pan, tilt, and zoom CCTV cameras, traffic systems software to monitor traffic signal equipment in the field, travel-time readers to monitor arterial travel-time status, and portable cameras to determine arterial status.

- 1.7. **FUTURE ITS DEVICES** – The current FMS and AMS deployments consist of DMSs, arterial DMSs, CCTVs, and detectors and related equipment; however, the Department anticipates other devices will be deployed in the Tampa Bay area and on other roadways throughout the RTMC operational jurisdiction. The operations management and support of these future devices will be covered by this Contract.

- 1.8. **MAINTENANCE** - The maintenance of the ITS field devices is performed by the Department through a separate ITS field devices maintenance vendor. The RTMC

operations management staff will provide monitoring of the ITS field devices statuses. In case of device failure, the Vendor will report the failure using the existing “trouble ticket” notification system. The operations management staff will conduct the initial evaluation of the failure, and if needed, will contact the D7 ITS field devices maintenance vendor. The Vendor will assist with the coordination of preventive and other maintenance activities with the ITS field devices maintenance vendor on a regular basis.

1.9. REGIONAL TRANSPORTATION MANAGEMENT CENTER (RTMC)

- 1.9.1. The RTMC is located at 11201 North McKinley Drive, Tampa, Florida. This facility is owned by the Department.
- 1.9.2. The Department and its Contract Manager will have permanent access to and use of designated space based on functional need, including, but not limited to: offices, the control room, the computer/server room, and the other common areas of the facility.
- 1.9.3. The Department will serve as the RTMC administrator and be responsible for repairs and overall maintenance of the facility. The Vendor’s staff will notify the Department when building issues are noticed.
- 1.9.4. The Department and the Florida Highway Patrol (FHP) have a contract, including procedures and operation, for the co-location of all personnel with access to the RTMC. The Vendor will be responsible for adhering to these procedures and operations, as well as coordinating activities and keeping a professional relationship with the Department, FHP, and other state and local agency staff. The Vendor will assist the Department in the review of and additions/modifications to these co-location procedures and operation during this Contract period.
- 1.9.5. The Department will provide RTMC equipment/furnishings (e.g., video monitors, workstations, consoles, chairs, tables, and office supplies) and utilities (e.g., air-conditioning, lighting, and electrical power) at no cost to the Vendor. In addition to the control room space, the Vendor will have access to: approximately 712 square feet of office space throughout the RTMC for up to seven of the Vendor’s staff; network management equipment in the computer/server room (e.g., software, servers, switches, and video wall displays); printers, fax machines, copiers and telephones for RTMC business use.
- 1.9.6. The Department uses the Statewide Traffic Management Center Software called SunGuide. SunGuide is the software that interfaces with most of the FMS ITS field devices. SunGuide is the FMS software used by all FDOT traffic management centers throughout the State of Florida and will be capable of center-to-center communications. Major software maintenance and modifications for SunGuide will be provided by the Department through a separate software maintenance vendor (hereinafter referred to as the Software Vendor). However, the Vendor shall assist with the facilitation, coordination, and troubleshooting activities for software, database, and network management and maintenance. The Vendor is responsible for SunGuide network security and shall take every reasonable precaution to ensure the network is protected from compromise. If a need to contact the

Software Vendor is justified, the Vendor will prioritize, coordinate and schedule needed support as directed and approved by the Department.

1.9.7. The Vendor, at the direction of the Department’s Contract Manager, shall assist with or manage, troubleshoot, and facilitate all system hardware, software, and network management support needed for the RTMC and changes that may be implemented by others during the term of this Contract. These changes may include updating the systems to accommodate roadway changes, as well as ITS expansion and upgrades. System hardware, software, and networking installation, management, troubleshooting and coordination will be included in the Vendor’s services. The Vendor shall have the overall responsibility to ensure all software maintenance agreements and warranties for the system are kept up to date and provide appropriate quotes to the Department for needed items and services.

1.10. **ROAD RANGERS SERVICE PATROL** - The Department provides incident response during incidents and free highway assistance services for disabled vehicles to reduce delay and improve safety for the motoring public. The program for the provision of these services is called the Road Rangers Service Patrol. Currently these services are provided 24/7/365 with staffing levels matched to demand. In general, the RTMC operators will be responsible for the dispatch of the Road Rangers Service Patrol and assistance in the incident management process. The Vendor will be responsible for ensuring that all communications and coordination efforts between the operations management staff and the Road Rangers Service Patrol are in accordance with the *SOPs*. If discrepancies or deficiencies are identified, the Vendor shall address them with the Department’s Contract Manager or designee. The coverage area of the Road Rangers Service Patrol is subject to change due to budget increase/decrease or increase/decrease of calls to a particular area.

The table below provides numbers of Road Rangers Service Patrol assists by county and month for the second calendar quarter of 2017.

Road Ranger Assists				
County	April 2017	May 2017	June 2017	Total
Hernando	81	90	69	240
Hillsborough	3,014	3,264	3,372	9,650
Manatee	287	284	297	868
Pasco	389	406	411	1,206
Pinellas	998	990	1,064	3,052
Polk	840	854	793	2,487
Total	5,609	5,888	6,006	17,503

1.11. **SUPPORT OF THE FL511 EFFORT** - The Department currently provides Traveler Information services through the statewide FL511 system. The Vendor shall be responsible for entry of data into SunGuide which results in the posting of incidents on the FL511 website and the Interactive Voice Recognition (IVR) system for 511. The Vendor is responsible for recording floodgate messages for incidents as

required by procedure. It is the Vendor's responsibility to ensure the data is accurate and up to date.

- 1.12. **RAPID INCIDENT SCENE CLEARANCES** – The Department provides incident response for severe or dangerous incidents needing quick cleanup. These responses are known as Rapid Incident Scene Clearances (RISC). The Vendor will be responsible for ensuring that all communications and coordination efforts between the operations management staff and the RISC responders are in accordance with the SOPs.

There have been 17 declared RISC events in the RTMC's operational jurisdiction over the first half of the 2017 calendar year.

2. SUMMARY OF SERVICES

- 2.1. This section describes the roles and responsibilities of the Department's Contract Manager and the Vendor. This section is intended to be an overview and is not intended to be all-inclusive or limiting. The Department may, at its discretion, add, delete, or revise the roles and responsibilities of both the Department's Contract Manager and the Vendor.
- 2.2. Contract award is subject to the availability of funds and Vendor agreement to Department terms and conditions. The Vendor services for the Contract shall begin upon written Notice to Proceed (NTP) from the Department and by the issuance of a Task Work Order. This NTP will be issued subsequent to the award of the Contract at the Department's discretion.
- 2.3. The Vendor shall work closely with the Department's Contract Manager who will be responsible for the overall supervision of this Contract. The Department's Contract Manager is the authority responsible for managing the fulfillment of contractual obligations between the Vendor and the Department.
- 2.4. The Vendor and Vendor's staff shall have the technical and performance experience needed for this type of work. The Vendor's staff shall exercise sound judgment in carrying out their duties and conduct themselves in such a manner that will reflect favorably upon the FDOT and other public agencies. The Vendor's staff shall be courteous at all times.

3. COORDINATION WITH THE DEPARTMENT

- 3.1. All aspects of this Contract and/or of each authorization or task will be coordinated through the Department's Contract Manager. All authorizations and approvals shall be in writing and executed by the Department prior to the commencement of work.
- 3.2. In the Department's Contract Manager's temporary absence from the office, the Department shall authorize another individual to perform the Department's Contract Manager's duties.

- 3.3. The Department's Contract Manager shall be the D7 ITS Operations Manager. The Department may replace the Department's Contract Manager at any time during the term of this Contract.

4. RESPONSIBILITIES OF THE DEPARTMENT

- 4.1. The Department will furnish, without cost to the Vendor, the following as is relevant to this scope of services:
 - 4.1.1. Provide workspace within the RTMC and access to all equipment and software including, but not limited to: the video wall and video monitors, multiple video wall servers, multiple SunGuide servers, website server, routers and switches, network management software, telephones, workstations, consoles and other relevant equipment as needed.
 - 4.1.2. Provide all criteria and full information as to the Department's requirements for Vendor's services including objectives, constraints, budgetary limitations and time restraints.
 - 4.1.3. Facilitate meetings with applicable agency staff.
 - 4.1.4. Furnish all Department policies, procedures, guidelines, manuals, specifications, design standards, and forms, as well as applicable software and documentation.
 - 4.1.5. The Vendor will be allowed to utilize the Department's computer services for programs needed by the Vendor and approved by the Department for the period of this Contract.
- 4.2. The Department's Contract Manager will administer the terms of this Contract. In this Contract where there is a reference to the "Department" making approvals, changes or decisions, the Department's Contract Manager will be the responsible person.
- 4.3. The Department's Contract Manager will be responsible for all work being performed under this Contract, approval of all invoices, modifications to the *SOPs*, execution of the training programs, and updates to the *ConOps* and *AMP ConOps*.
- 4.4. The Department's Contract Manager will conduct periodic reviews to determine compliance with this Contract and adherence to the *SOPs*, *ConOps*, and *AMP ConOps*. The Vendor shall cooperate with and assist the Department's Contract Manager in conducting these reviews.

5. WORKING DAYS

- 5.1. Working days and working hours are defined for two categories, operations management personnel and support personnel. As it relates to working hours, this section is a guideline, not a directive.
 - 5.1.1. Upon successful award of the Contract, the Department and the Vendor will create a work schedule that will meet the requirements of this Contract.

5.2. **OPERATIONS MANAGEMENT AND SUPPORT** – Operations management personnel and support personnel classifications include the following Vendor positions.

Operations Management	Support
RTMC Assistant Manager	Project Manager
RTMC Shift Supervisor	RTMC Manager
RTMC Operator III	RTMC Administrative Assistant
RTMC Operator II	RTMC Receptionist/Clerical
RTMC Operator I	RTMC Senior IT/ITS Technician
AMS Operator	RTMC IT Manager
RTMC IT/ITS Technician III	RTMC Technical Administrative Coordinator
RTMC IT Technician II	
RTMC IT Technician I	

5.2.1. Working days and working hours for operations management personnel are 24/7/365 unless directed otherwise by the Department.

5.2.2. Working days and working hours for support personnel are Monday through Friday, between the hours of 8:00 AM and 5:00 PM, except for FDOT holidays unless directed otherwise by the Department.

5.2.3. It is anticipated that the Project Manager will only invoice the hours authorized in the Letter of Authorization (LOA).

5.2.4. It is anticipated that, unless assigned a special project, the RTMC Senior IT/ITS Technician will only invoice the hours authorized in the LOA.

5.2.5. It is anticipated that the working days and working hours for operations management personnel performing IT-related services are as a minimum Monday through Friday, between the hours of 6:00 AM and 7:00 PM, except for FDOT holidays unless directed otherwise by the Department.

5.2.6. It is anticipated that the working days and working hours for operations management personnel performing Arterial Management System operator-related services are as a minimum Monday through Friday, between the hours of 6:00 AM and 9:00 AM and between the hours of 4:00 PM and 7:00 PM, except for FDOT holidays unless directed otherwise by the Department.

5.3. **HOLIDAY COORDINATION** - The Vendor shall ensure that holidays for their support personnel are coordinated to those of FDOT. Unless specifically authorized, Vendor support personnel shall not work on FDOT holidays. Support personnel shall not be off for Vendor holidays that are not FDOT holidays. The following are the official FDOT holidays:

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

6. VENDOR RESPONSIBILITIES

- 6.1. The Vendor will provide the following services including, but not limited to, management, administrative and technical aspects of the Contract. All activities are required to be tracked, meeting minutes produced and coordination activities documented.
- 6.2. The Vendor will provide the Department with a Project Manager for the life of the Contract. Any changes to the Vendor's Project Manager or any of the other indicated personnel in charge of the work shall be subject to review and approval by the Department in writing before performing any billable services.
- 6.3. Contract Staffing – The Vendor will provide, prior to the issuance of a LOA for the Department's review and approval, the names and resumes for all operations management positions that are required for the execution of that LOA.

7. BACKGROUND AND SECURITY VETTING PROCESS

- 7.1. **RESUMES** - The Vendor, during the Contract period, shall prior to hiring, ensure to have the resumes, driver's licenses or State of Florida-issued IDs, and social security cards of all proposed RTMC personnel.
 - 7.1.1. The Vendor shall ensure all employees and sub-contractors meet the following minimum requirements.
 - 7.1.2. Speak, write and understand English fluently and clearly.
 - 7.1.3. Possess a current driver's license or State of Florida ID card issued in accordance with the Florida Statutes (F.S.)
 - 7.1.4. Be a minimum age of 18 years old.
 - 7.1.5. Possess proof of required education, certifications, diploma(s), degree(s), and/or professional affiliation(s).
 - 7.1.6. Document the minimum of the last five employment positions, unless having worked less, after graduating high school or college.

- 7.2. The Vendor shall conduct reference checks on all Vendor personnel proposed to be used on/during this Contract and will keep all reference records on file and available to the Department for the term of this Contract.
- 7.3. The Vendor shall maintain records showing proof that all employees covered under this Contract are either a United States citizen or possess an Alien Registration Card, Form I-151, and have a valid social security card.
- 7.4. The Department reserves the right to reject any personnel member or potential personnel member at any time for any reason. The Vendor will be responsible for supplying adequate temporary coverage for the rejected candidate's responsibilities until a permanent replacement can be identified and approved by the Department. This requirement also applies to promotions and reassignments.
- 7.5. **CRIMINAL RECORD/BACKGROUND CHECK**
- 7.5.1. All Vendor employees or sub-contractors who will have access to the control room, the computer/server room, the telephone rooms or other restricted areas in the RTMC shall submit to and successfully pass a Level 2 background check, a.k.a. a criminal history record check, as defined in chapter 435, F.S., before working on this Contract. A Level 2 background check generally refers to a state and national fingerprint-based check and consideration of disqualifying offenses. The results shall be made available upon request to the Department's Contract Manager.
- 7.5.1.1. All Vendor employees or sub-contractors who successfully pass a Level 2 background check must also successfully complete the on-line Criminal Justice Information Services (CJIS) Security and Awareness training course.
- 7.5.1.2. The CJIS Security and Awareness training course usually takes less than an hour, including the on-line test.
- 7.5.2. All Vendor employees or sub-contractors shall submit to and successfully pass a Level 1 background check, a.k.a. a criminal history record check, as defined in chapter 435, F.S., before working on this Contract. A Level 1 background check generally refers to a state only, name-based check and an employment history check. The results shall be made available upon request to the Department's Contract Manager.
- 7.5.3. Individuals who do not successfully pass the background check(s) shall not be hired for this Contract.
- 7.5.4. The Department, FHP or other agency designated by the FDOT may perform periodic criminal history record checks on all Vendor RTMC personnel.

8. DRUG-FREE WORKPLACE

- 8.1. The Vendor must subscribe to and practice a drug-free work environment program that is in compliance with sections one through six of section 287.087, F.S., and consistent with its signed drug-free workplace affidavit and ensures a high degree of compliance and regard for public safety. All Vendor employees and sub-contractors shall be drug-free in accordance with section 112.0455, F.S.

- 8.1.1. When drug testing occurs within the confines of the F.S., FDOT prefers that the “panels” include testing for the most widely abused drugs and pharmaceuticals, for example:

- Amphetamines
- Barbiturates
- Benzodiazepines
- Cocaine
- Methadone
- Opiates
- Oxycodone
- Phencyclidine
- Propoxyphene
- Marijuana

- 8.2. The Vendor shall submit proof as described above that its employees and sub-contractors are drug-free within one month of the NTP for this Contract and for every six months thereafter and for any proposed new hires.

9. OPERATOR CONDUCT AND GROOMING

- 9.1. The Operators shall exercise good sound judgment in carrying out their duties and conduct themselves in such a manner that will reflect favorably upon the Department. In general, operators will:
- 9.2. Wear clean and pressed uniforms at the start of each shift. Uniform descriptions will be negotiated between the Vendor and the Department and the costs of furnishing these uniforms shall be the responsibility of the Vendor. Cleaning shall be the responsibility of the Vendor or their employee, depending on the vendor’s practices.
- 9.3. Be well groomed.
- 9.4. Display no emblems, patches, Vendor’s names, or logos, other than those specified/approved by the Department, on their uniforms.
- 9.5. Be courteous at all times.
- 9.6. Activate no cell phones or communications devices in the control room, unless specifically authorized by the Department’s Contract Manager.
- 9.7. FDOT reserves the right to remove any employee from this Contract who cannot perform the duties of their job or damages the reputation of FDOT and/or the Vendor.
- 9.8. All Vendor personnel permanently assigned to the RTMC shall wear their FDOT-issued picture ID at all times while in the RTMC or other FDOT facilities.

10. RTMC MANAGEMENT

- 10.1. The Vendor shall be responsible for all activities necessary to effectively manage the RTMC.
- 10.2. **PROJECT MANAGEMENT** - The Vendor shall provide a Project Manager who meets or exceeds the requirements specified in section 14 of this scope of services.
 - 10.2.1. The Vendor's Project Manager will meet or teleconference, at the Department's discretion, on a twice monthly basis with the Department's Contract Manager to review and discuss tasks completed during the previous period, task assignments for the current period and one-month "look ahead" schedule. The Vendor shall provide summary minutes within three working days after a meeting for review and approval by the Department.
 - 10.2.2. The Vendor's Project Manager shall be available to meet with the Department's Contract Manager for one or more Project "Kick-off" meeting(s) at a mutually convenient time for both parties during regular "business hours" to discuss work requirements prior to the Vendor assuming the responsibilities of this Contract. The hours for these meetings shall not be billable to the Department.
 - 10.2.3. If during the term of this Contract, a new Project Manager is to be employed by the Vendor, the individual shall be available to meet with the Department's Contract Manager at a mutually convenient time for both parties during regular "business hours" to discuss work requirements prior to assuming the responsibilities of this Contract. The hours for these meetings shall not be billable to the Department.
 - 10.2.3.1. The "new" Project Manager must meet or exceed the requirements specified in this scope of services for the position and is subject to approval by the Department's Contract Manager.
- 10.3. **MANAGEMENT TASKS** - Project management consists of all work necessary to provide for the general management, oversight, quality control and administration of all Contract activities and operations management and support personnel. In general, project management tasks for this Contract include:
 - 10.3.1. Provide oversight of all work performed under this Contract, including, but not limited to, ensuring that the work conforms to the *ConOps*, *AMP ConOps*, and the *SOPs*.
 - 10.3.2. Prepare and submit monthly invoices and progress reports.
 - 10.3.3. Track project budget, provide monthly updates, status of work, and cost summaries.
 - 10.3.4. Provide staff and resources for all tasks and activities to meet the Contract requirements throughout the duration of the Contract.
 - 10.3.5. Ensure proper training, scheduling and oversight of the RTMC personnel.

- 10.3.6. Provide IT services to support of all the computer systems (FDOT systems as permitted by FDOT Office of Information Technology (OIT)) and the video wall within the RTMC.
- 10.3.7. Provide IT services to support all of the ITS field devices (not including maintenance).
- 10.3.8. Provide IT service to assist with the integration of new ITS field devices. Generally, the contractor installing the new devices and/or performing field integration is responsible for Layer 2 devices (usually referred to as devices communicating with edge switches) and the RTMC IT Staff is responsible for performing Layer 3 functions, such as configuring routers at hubs and facilities.
- 10.3.9. Ensure the periodic reviews and modifications of the *SOPs*, *ConOps*, *AMP ConOps*, and training manuals as specified elsewhere in this document to reflect the latest operations practices.
- 10.3.10. Provide coverage for all RTMC staff during absences, unless specifically authorized by the Department's Contract Manager to leave a position unattended.
- 10.3.11. Provide oversight and management of all Vendors' sub-contractors/consultants utilized by the Vendor for this Contract.
- 10.3.12. Monitor performance management measures for all RTMC personnel.
- 10.3.13. Cooperate with other agencies and firms, including the Department, FHP, vendors, and consultants working for the Department.
- 10.3.14. Maintain the inventory database for all equipment residing within the RTMC with the exception of items inventoried by FDOT.

11. OPERATIONS MANAGEMENT

- 11.1. The Vendor shall provide the services necessary to assist the Department with operations management of the RTMC. The Vendor will be responsible for all RTMC operational personnel. These services shall include:
 - 11.1.1. Provide a management program and staffing plan for 24/7/365 operations of the RTMC. The plan shall include temporary staff replacement procedures for staff turnover, vacations, sick leave and other absences.
 - 11.1.2. Ensure that a minimum of two RTMC operations management personnel are scheduled for operations at all times, with a minimum of four RTMC operations management personnel scheduled for the 6:00 AM to 9:00 AM and 4:00 PM to 7:00 PM peak periods of traffic Mondays through Fridays. One of these personnel shall be a RTMC Shift Supervisor. Staff may be increased/decreased at the Department's discretion.
 - 11.1.3. Oversee the RTMC operations management personnel and ensure that all operations management activities conform to the *SOPs* and the Department's policies.

- 11.1.4. Conduct the hiring process of all RTMC operations management personnel.
 - 11.1.4.1. Perform/ensure background checks of all potential candidates. Interview potential RTMC operations management candidates and make appropriate decisions.
- 11.1.5. Conduct, as necessary, the advancement process for the RTMC Operators I, II, III and Shift Supervisor positions. Subsequent to the process, make appropriate sound decisions.
 - 11.1.5.1. The Department reserves the right to approve or disapprove any Vendor or sub-contractor employee.
 - 11.1.5.2. Use the RTMC operations training and certification programs that include multiple levels of testing and certification based on requirements of the RTMC software and procedures.
 - 11.1.5.3. Review the existing program and present suggestions for improvement to the Department's Contract Manager within four months of NTP.
 - 11.1.5.4. Examples of improvements include specific training/milestones for each Operator Level (I, II, III) and specific training/milestones for a Shift Supervisor.
- 11.1.6. Provide training and certifications for all Vendor Operators (I, II, III) and Shift Supervisors throughout the term of this Contract.
 - 11.1.6.1. Initial Operator training shall be performed as outlined in this document.
 - 11.1.6.2. On-going training for all Operators and Shift Supervisors, including, but not limited to, updates on new/revised policies and procedures, introductions to new equipment and team building, shall be conducted at the minimum of every three months.
 - 11.1.6.3. These meetings shall be a minimum of three hours in length. Note that at least two sessions must be scheduled to ensure that the control room is staffed and to consider Operator work cycle.
 - 11.1.6.4. FDOT will pay for the actual hours spent participating in training, if they are outside of the employee's assigned shift.
 - 11.1.6.5. Shift Supervisor meetings shall be conducted at least once each quarter at a time different from on-going training. If the Department's Contract Manager requests a special meeting, these meetings shall be a minimum of two hours in length.
 - 11.1.6.6. If a special meeting is requested by the Department's Contract Manager, the participant's hours may be invoiced. For all other meetings, the hours shall be considered part of "overhead."
- 11.2. Acknowledge and respond to emergency, urgent, priority, and normal call-ins as described in this document.

- 11.3. Conform to policies applicable to all employees of the RTMC, including access to the building, building security, and building cleanliness.
- 11.4. Work adjusted and/or extended hours in events such as severe weather conditions, traffic conditions, special events and any other emergency as determined by the Department.
- 11.5. Provide and maintain a time tracking system to assist the Department in monitoring the operations staff activities. Analyze the data obtained from this system and create and provide monthly reports with recommendations.
- 11.6. Prepare a plan for RTMC operations under severe weather, which will be included in the *SOPs*.
 - 11.6.1. Include procedures for operations management of the D7 SunGuide system from a remote terminal.
 - 11.6.2. If needed, develop a plan to temporarily relocate to an alternate operations management location in Central or South Florida for situations defined in the plan and as deemed necessary by the Department's Contract Manager. Conditions of these services will be negotiated as needed.
- 11.7. If requested by the Department's Contract Manager, create, modify and/or maintain databases used to store data necessary to perform performance measure analysis and any other RTMC-related statistical analysis. Provide monthly data quality checks as defined by the Department and described in the *SOPs*.
- 11.8. Archive data records on a weekly basis or as directed by the Department.
- 11.9. Coordinate activities with the Department's staff, Tampa Bay Regional Communications Center (TBRCC) staff, other public agencies and firms.
 - 11.9.1. All public relations services shall be at the direction and approval of the Department's Contract Manager. The Vendor may be asked to provide and/or assist with public relations services, including but not limited to, RTMC tours and presentations to FDOT management and others.
 - 11.9.2. As required, obtain approval and direction, via the Department's Contract Manager from the D7 Public Information Officer (PIO).
- 11.10. Maintain, update and apply the Single Point of Contact (SPOC) call information per procedure.

The table below provides the numbers of SPOC calls by month for the second calendar quarter of 2017.

Single Point of Contact Calls	
Month	# SPOC
April 2017	157
May 2017	161
June 2017	180

- 11.11. **COMMUNICATIONS DEVICES** - The Vendor’s personnel (a minimum of two) responsible for answering and responding to service needs of the RTMC shall have “Smart Phone”-type devices with internet email. The Vendor shall be responsible for maintaining the devices and all fixed and recurring costs associated with the devices throughout the term of this Contract. Said costs shall be considered part of the hourly expense for the personnel providing the service. The Vendor shall obtain and maintain all necessary licenses.
- 11.12. Provide the services and conduct the activities described in the *SOPs* and *ConOps*, and *AMP ConOps*.

12. POLICIES/ PROCEDURES AND TRAINING MANUALS

- 12.1. Concepts of Operations –
 - 12.1.1. The Vendor shall review and modify the *ConOps* and the *AMP ConOps* at a minimum of once every 24 months to ensure that they remain consistent with the Department’s overall mission, vision, goals and objectives.
 - 12.1.1.1. The Vendor shall review and modify the *ConOps* and *AMP ConOps* at a minimum of once every 12 months to conform them to the status of D7’s legacy and future ITS deployments, software systems, and RTMC policy.
 - 12.1.1.2. The Vendor also shall review and modify the *ConOps* and *AMP ConOps* at intervals less than once every 12 months to conform them to the status of D7’s legacy and future ITS deployments, software systems, and RTMC policy if so directed by the Department’s Contract Manager.
- 12.2. Training Manual - The current *Training Manual* will be provided to the Vendor. The manual provides for a two-week Operation Training Schedule and an outline of subject matter to be covered during the training
 - 12.2.1. The Vendor shall evaluate, periodically (every six months at a minimum), the RTMC training manuals and materials to ensure that they are as effective as possible in providing training of new employees and refresher training for veteran employees.

- 12.2.2. The Vendor shall draft modifications to the Training Manual, interactive training programs and testing programs that further clarify and add to the efficient operation and ensures consistency with the RTMC.
- 12.2.3. Training materials shall include all policies and guidelines in the latest version of the *SOPs*
- 12.2.4. The Vendor shall draft updates to the training materials as required to conform to updates in the *SOPs*, the *ConOps*, the *AMP ConOps*, statuses of D7's ITS deployments, software systems, and RTMC policy.
- 12.2.5. All modifications and updates shall be submitted to the Department for review and approval before implementation.
- 12.2.6. The Training Manual, in part or in whole, may also be provided in computer aided training format.
- 12.2.7. The Vendor shall provide updated copies of the training materials to the Department's Contract Manager.
- 12.2.8. RTMC *SOPs* - The initial *SOPs* will be provided to the Vendor. The Vendor shall develop, as needed, modifications of the *SOPs* that further clarify and add to the efficient operation of the RTMC.
- 12.2.9. The Vendor shall evaluate and update the RTMC *SOPs* as needed to ensure it is as efficient and effective as possible.
 - 12.2.9.1. The evaluation of the RTMC *SOPs* shall be conducted every six months at a minimum.
 - 12.2.9.2. At that time, all amendments since the last evaluation shall be incorporated into the document.
- 12.2.10. Changes to the *SOPs* necessitated by changes to the operation shall be incorporated in writing as an amendment within 10 days of their identification.
- 12.2.11. The Vendor may recommend modifications to the *SOPs* as necessary because of system performance analysis.
- 12.2.12. All modifications and updates shall be submitted to the Department's Contract Manager for approval, prior to issuance.
- 12.2.13. The Vendor shall provide updated copies of the *SOPs* to management and operational RTMC staff, the Department's Contract Manager and other agencies as directed by the Department.
- 12.2.14. Interim specific modifications shall also be distributed to RTMC staff, the Department's Contract Manager and other agencies as directed by the Department.

- 12.3. *Operator Quick Reference Guide* - The Vendor shall keep the *QRG* up to date and ensure each operator has a copy of the most recent *QRG*.
- 12.3.1. Changes to the *QRG* necessitated by changes to the *SOPs* shall be incorporated within 10 days of their identification.
- 12.4. Operations Training and Certification Programs – The vendor shall maintain, review and update Operator Level (I, II, III and Shift Supervisor) training and certification programs that include multiple levels of testing and certification based on requirements of the RTMC software and procedures.
 - 12.4.1.1. The Vendor shall review the existing program(s) and present suggestions for improvement to the Department’s Contract Manager within four months of NTP.
 - 12.4.1.2. Examples of improvements include specific training/milestones for each Operator Level (I, II, III) and specific training/milestones for Shift Supervisor.
- 12.5. Standard Operation Guidelines - The Vendor, if requested to do so by the Department’s Contract Manager, shall assist the FDOT with development and maintenance of *Standard Operation Guidelines (SOGs)* with the FHP (note: currently, the Department’s co-location contract with the FHP serves to replace the need for *SOGs*).

13. STAFFING AND HOURS OF OPERATION

- 13.1. The Vendor will support all operations management and support staff with the Vendor’s “home office” staff on an as-needed basis to provide back-up support, as well as additional expertise as needed. Unless specifically excused by the Department’s Contract Manager, the Vendor shall ensure that all approved Vendor positions are staffed at all times with equally or better qualified personnel. For example, if the Receptionist is off, the Vendor shall provide a qualified replacement who has successfully completed a Level 1 background check.
- 13.2. The Vendor shall provide to the Department with each invoice copies of weekly time sheets depicting hours worked, including overtime, for all employees and sub-contractors supplied under this Contract. Time sheets shall indicate the corporate logo of the employee or sub-contractor and the employee’s or sub-contractor’s certification of hours worked by way of electronic or original hand signature.
- 13.3. All Vendor staff shall be competent in the tasks assigned to them and provide concise and timely services required.
- 13.4. It is required that all Vendors’ personnel be able to communicate effectively verbally and in writing with the Department’s personnel in the English language.
 - 13.4.1. Vendor overtime will only be paid during emergencies or special events where the Department has requested extra staffing and authorized overtime for employees who work more than 40 hours during a pay week due to the event. The Vendor is expected to have sufficient staff for normal operations without using overtime. During activations/events, salaried management personnel will be paid actual hours worked during the activation/event. Example: If the RTMC Manager works

12 hours in one day during the activation/event period, an additional four hours may be billed if the employee works at least 44 hours during that one-week pay period. For salaried management personnel, hours beyond eight per day outside of the activation/event will not receive additional compensation.

- 13.5. The Vendor is responsible for any injury to persons(s) or damage to property that may occur in performing any of the contractual services being performed or provided by the Vendor under this Contract because of negligence or intentional acts of misuse on the part of its personnel.
- 13.6. The Vendor will be responsible for providing adequate staffing for all operations and monitoring at the RTMC. The Vendor will make recommendations to the Department's Contract Manager regarding the number of staffing required to support the RTMC, but the Department's Contract Manager will make the final determination.
- 13.7. The following functions shall be supported by the Vendor if the Department's Contract Manager requests them to do so. Quantities of each position will be agreed upon by the Vendor and the Department's Contract Manager. Initially, the RTMC staffing is expected to include the following positions at a minimum (the four positions annotated with an " * " are considered "salaried management personnel" for the purpose of this document):
 - 13.7.1. Project Manager *
 - 13.7.2. RTMC Senior IT/ITS Technician*
 - 13.7.3. RTMC IT/ITS Technician III
 - 13.7.4. RTMC Manager *
 - 13.7.5. RTMC Assistant Manager
 - 13.7.6. RTMC IT Manager *
 - 13.7.7. RTMC IT Technician II
 - 13.7.8. RTMC IT Technician I
 - 13.7.9. RTMC Shift Supervisor
 - 13.7.10. RTMC Operator III
 - 13.7.11. RTMC Operator II
 - 13.7.12. RTMC Operator I
 - 13.7.13. RTMC Technical Administrative Coordinator
 - 13.7.14. RTMC Administrative Assistant
 - 13.7.15. RTMC Receptionist/Clerical
 - 13.7.16. AMS Operator
- 13.8. The final staffing plan and number of hours will be negotiated between the Vendor and the Department prior to NTP. Staffing levels and hours are subject to change by the Department at any time.
- 13.9. The Vendor agrees that the Department shall retain the right to accept or reject any employee covered under this Contract. If the Department rejects an employee, the Department is not required to provide a specific reason.

14. PROJECT MANAGER

- 14.1. The Project Manager ensures that the requirements of the Contract are met on a daily basis at all times. Ensures operations management activities of the RTMC are in accordance with the *SOPs*, *ConOps*, *AMP ConOps*, and Department protocols and policies and is responsible for the overall operations and functionality of the RTMC.
- 14.2. Manages team operations by directing and coordinating activities consistent with established goals, objectives, and policies.
- 14.3. Follows the direction set by Department's Contract Manager and the Department.
- 14.4. Works closely with the Department's Contract Manager to establish goals, objectives, and quality controls and ensure cohesive and efficient RTMC operations.
- 14.5. Performs project-related assignments to include the planning, organizing, and developing of complicated tasks as assigned by the Department.
- 14.6. Requires ability to use and apply extensive knowledge of project management theories and practices.
- 14.7. Oversees project staff.
- 14.8. Implements processes to ensure attainment of the mission, vision and goals of the operations plan.
- 14.9. Provides direction and structure for operating units.
- 14.10. Participates in developing policy and strategic plans.
- 14.11. Ensures that all products that are created or new ideas that are introduced meet the objectives of the RTMC.
- 14.12. Recommends changes, reviews progress, and approves work products for the RTMC team.
- 14.13. Oversees and/or assists with the development of policies, procedures and objectives for marketing.
- 14.14. Ensures that all invoices, progress reports and other documents are prepared and submitted to the Department on a monthly basis. Invoices shall run for a one month period from the first to last day of each month.
- 14.15. Responsible for the proper level of staffing as required by the Department at all times.
- 14.16. Attends meetings as directed by the Department to include FDOT Statewide ITS Working Group and others.

- 14.17. Oversees and participates in the creation and publication of the *TBSG RTMC Operations Management and Support Services Annual Report* and ensures that the document meets the standards of the Department.
- 14.18. All other tasks assigned by the Department.
- 14.19. Knowledge, Skills and Abilities:
 - 14.19.1. Bachelor of Science degree in engineering from an ABET-accredited four-year college or university, plus three years of ITS management and operations experience. Registration as a professional engineer in accordance with chapter 471, F.S.
 - 14.19.2. Knowledge of management of a 24/7/365 facility which provides operations support and incident management involving emergency response and coordination.
 - 14.19.3. Skills in leadership and interpersonal relationships.
 - 14.19.4. Knowledge of key management concepts.
 - 14.19.5. Ability to create project schedules in common electronic format.
 - 14.19.6. Demonstrated ability to communicate complex issues in plain language verbally and in writing.
 - 14.19.7. Ability to perform advanced engineering work to resolve problems and issues affecting the day-to-day operations of the RTMC.
 - 14.19.8. Skill in the use of the Windows operating system and program applications.
 - 14.19.9. Ability to write technical reports and correspondence.
 - 14.19.10. Ability to coordinate real time activities and priorities.
 - 14.19.11. Knowledge of the day-to-day operations of a similar transportation management center.
 - 14.19.12. Knowledge and ability to create monthly invoice and project status budget reports.

15. RTMC MANAGER

- 15.1. The RTMC Manager directs the daily operations activities of the RTMC in accordance with the *SOPs, ConOps, AMP ConOps*, and the Department's protocols and policies and is responsible for the overall operations and functionality of the RTMC control room.
- 15.2. The RTMC manager is responsible for ensuring that the goals and strategies of the RTMC operations plan are followed.

- 15.3. Conducts the day-to-day management of the RTMC staff and resources, including problem resolution concerning RTMC operations.
- 15.4. Ensures that RTMC operations are conducted in accordance with the *SOPs*, *ConOps*, *AMP ConOps* and the Department's policies and industry standards.
- 15.5. Maintains close communication and coordination with the Department's Contract Manager and ITS Support Manager.
- 15.6. Actively participates in Traffic Incident Management (TIM) meetings, Critical Incident Reviews and other TIM activities and ensures appropriate interagency coordination.
- 15.7. Attends meetings as directed by the Department to ensure appropriate interagency coordination.
- 15.8. Responsible to coordinate or assist with the RTMC public relations activities such as RTMC marketing efforts, RTMC tours and presentations. Such activities shall only be undertaken with the prior approval of the Department's Contract Manager and in coordination with the D7 PIO.
- 15.9. Prepares monthly reports of personnel performance measures for operators and supervisors as defined in the *SOPs*, *ConOps*, and *AMP ConOps*.
- 15.10. Identifies measures of effectiveness for the RTMC in terms of efficiency and effectiveness in providing transportation management, traveler information and incident management. Prepares a weekly, monthly and quarterly report on the performance of the system based on these measures of effectiveness as outlined in the *SOPs*.
- 15.11. Responsible for developing and maintaining a semi-annual update of the *SOPs* and other required technical documents to conform them to the current statuses of D7's ITS deployments, SunGuide and other software systems, FDOT policy, RTMC policy and industry standards. Interim modifications to the *SOPs* shall be conducted and documented as needed.
- 15.12. Responsible for the development of training materials and the quarterly update of the training materials to conform them to updates in the *SOPs*, *ConOps*, and *AMP ConOps*. Modifies training materials as necessary because of system and employee performance analysis.
- 15.13. Responsible for the training of all operators and certification process documentation.
- 15.14. Writes or oversees the writing of technical documents for the RTMC, including but not limited to, RTMC *SOPs*, *QRG* and training manuals.
- 15.15. Ensures full staff coverage of RTMC operations as described in the Contract.
- 15.16. All other tasks assigned by the Department.

15.17. Knowledge, Skills and Abilities:

- 15.17.1. This position requires a minimum of six years of ITS supervisory/management experience in a facility similar to the RTMC. A Bachelor of Science degree in a related field from an accredited four-year college or university may be accepted in lieu of two of the required minimum of six years of experience.
- 15.17.2. Education/experience should be at a level which demonstrates the ability to perform duties comparable to those listed here.
- 15.17.3. "Similar" relates to size and mission.
- 15.17.4. Demonstrated knowledge of ITS and traffic operations principles, including incident management.
- 15.17.5. Demonstrated skills in leadership and interpersonal relationships.
- 15.17.6. Demonstrated knowledge of key management concepts.
- 15.17.7. Ability and willingness to work alternate work schedules and be on-call 24 hours/day.
- 15.17.8. Demonstrated ability to communicate complex issues in plain language verbally and in writing.
- 15.17.9. Demonstrated skill in the use of the Windows operating system and program applications.
- 15.17.10. Demonstrated ability to write technical reports, manuals and correspondence.
- 15.17.11. Demonstrated ability to coordinate real-time activities and priorities.
- 15.17.12. Demonstrated skill in the use of traffic management software such as FDOT's SunGuide software.

16. RTMC ASSISTANT MANAGER

- 16.1. The RTMC Assistant Manager assists the RTMC Manager with the management and supervision of the RTMC control room and, as directed, assists with all other aspects of the RTMC Manager's responsibilities. In the absence of the RTMC Manager, the RTMC Assistant Manager may act as the RTMC Manager.
- 16.2. This position reports to the RTMC Manager or, in the absence of the RTMC Manager, the Project Manager.
- 16.3. This position works closely with the Department's Contract Manager at the direction of the RTMC Manager or in the absence of the RTMC Manager.
- 16.4. Knowledge, Skills and Abilities:

- 16.4.1. This position requires a minimum of three years of ITS supervisory/management experience in a facility similar in size and mission to the RTMC. A Bachelor of Science degree in a related field from an accredited four-year college or university may be accepted in lieu of two of the required minimum of three years of experience. An Associate of Science degree or an Associate of Applied Science degree in a related field from an accredited two- or four-year college or university may be accepted in lieu of one of the required minimum of three years of experience.
- 16.4.2. Education/experience should be at a level that demonstrates the ability to perform duties comparable to those listed here.
- 16.4.3. General knowledge of ITS and traffic operations principles, including incident management.
- 16.4.4. Demonstrated skills in supervision and interpersonal relationships.
- 16.4.5. Demonstrated knowledge of key supervision concepts.
- 16.4.6. General knowledge of key management concepts.
- 16.4.7. Ability and willingness to work alternate work schedules and be on-call 24 hours/day.
- 16.4.8. Demonstrated ability to communicate complex issues in plain language verbally and in writing.
- 16.4.9. Demonstrated skill in the use of the Windows operating system and program applications.
- 16.4.10. Demonstrated skill in the use of traffic management software such as FDOT's SunGuide software.
- 16.4.11. Demonstrated ability to write technical reports, manuals and correspondence.
- 16.4.12. Demonstrated ability to coordinate real time activities and priorities.

17. RTMC SENIOR IT/ITS TECHNICIAN

- 17.1. May develop and recommend policies and procedures for effective information security management.
- 17.2. May provide input into the configuration, support, and maintenance of the RTMC IT and network system.
- 17.3. May evaluate or assist in the evaluation of computer networking and telecommunication systems.
- 17.4. May complete or assist in the completion of installs, configuration, and maintenance of both physical and virtual computer servers; maintenance of

employee network, e-mail and card key access accounts; performs other related duties as assigned.

- 17.5. May develop or assist in development of configuration management plans and their implementation. May act as a department liaison with local agencies or other stakeholders on behalf of the Department's Contract Manager.
- 17.6. May travel to and attend meetings with or on behalf of the Department's Contract Manager. Meeting reports shall be provided to the Department 's Contract Manager in an agreed upon format.
- 17.7. May assist in the development of Invitation to Negotiate (ITN), Request for Proposal (RFP), Invitation to Bid (ITB) solicitations for ITS services or commodities.
- 17.8. This position is intended to be used minimally for special projects as needed.
- 17.9. Knowledge, Skills and Abilities:
 - 17.9.1. Any combination of education and training/experience equivalent to possession of a Bachelor of Science degree in computer science or another Bachelor of Science degree emphasizing the mathematical and theoretical foundations of computing.
 - 17.9.2. Education/experience should be at a level which demonstrates the ability to perform duties comparable to those listed herein.
 - 17.9.3. Experience in local and wide area networks management and administration including system configuration, setup, troubleshooting, planning, designing, implementation, and user support.
 - 17.9.4. Working knowledge of local and wide area networks (LAN/WAN), Internet, e-mail systems, telecommunications and data communications; standard operating systems, software packages, and software utilities; proper records maintenance and storage for local and distributed environments.
 - 17.9.5. Knowledge of configuration management principles and practices.
 - 17.9.6. Knowledge of traffic management software such as FDOT's SunGuide software and related software and systems.
 - 17.9.7. Knowledge of Activu video wall control software.
 - 17.9.8. Knowledge of ITS devices, networks and systems.
 - 17.9.9. Ability to configure and maintain data networks and servers.
 - 17.9.10. Ability to implement LAN/WAN maintenance and management procedures.
 - 17.9.11. Experience installing and supporting Microsoft server technologies.
 - 17.9.12. Knowledge of network security practices.

- 17.9.13. Ability to communicate effectively in both oral and written form.
- 17.9.14. Ability to explain technical concepts in non-technical terms to clients and staff; read, interpret and apply technical instructions.
- 17.9.15. Ability to prepare clear and concise written communications.
- 17.9.16. Ability to research technical manuals and guides to respond to user questions.
- 17.9.17. Ability to prioritize requests, organize, schedule, and coordinate a variety of activities and projects.
- 17.9.18. Ability to learn new software and hardware packages.
- 17.9.19. Ability to work independently and as a team member.
- 17.9.20. Ability to establish and maintain cooperative working relationships with all those contacted during the course of work.

18. RTMC IT MANAGER

- 18.1. The RTMC IT Manager position is responsible for the support of all computer systems (FDOT systems as permitted by FDOT OIT) and the video wall within the RTMC. This responsibility includes the maintenance of the RTMC computer hardware, video wall, and software and network system. The RTMC will use the FDOT SunGuide control software. The RTMC IT Manager is also responsible for assisting the RTMC staff in applying off-the-shelf software to improve the overall performance of database management, analysis, and interpretation and dissemination functions.
- 18.2. Supervises and assigns work to any RTMC IT Technician I and II positions.
- 18.3. Ensures system security and availability to only authorized users of each component of the RTMC.
- 18.4. Analyzes the RTMC system needs, evaluate new solutions to replace/upgrade old systems and ensure the compatibility with existing computer hardware and software to include costing out and assisting with the purchase of new equipment and software.
- 18.5. Provides technical support to the FDOT computer systems managers to ensure compatibility in the RTMC.
- 18.6. Responds to problems with the SunGuide system 24/7 to ensure that the system is available to operators at all times (this duty is shared with the RTMC IT Technician II). May be required to respond to the RTMC if the problem cannot be addressed remotely.
- 18.7. Responsible for establishing the standard configuration of FDOT computers in the RTMC, training RTMC staff on these standards and how they are administered.

- 18.8. Determines needs for hardware and software upgrades.
- 18.9. Coordinates and tracks any software/hardware licensing, warranties, maintenance/service agreements and new purchases that are needed.
- 18.10. Identifies computer hardware problems and notifies the RTMC Manager when event status level warrants.
- 18.11. Provides and conducts training for all RTMC personnel regarding IT protocol of appropriate self-trouble shooting of all computer systems within the RTMC.
- 18.12. Manages computer system supply parts to ensure an appropriate level of replacement hardware is available when needed.
- 18.13. Develops and controls all user manuals and training documents for IT systems in the RTMC for easy access by all levels of users.
- 18.14. Develops and maintains IT Help Desk software functions and provide monthly reports as identified by Department's Contract Manager.
- 18.15. Maintains detailed record of all IT Hardware and software and provide a monthly report to Department's Contract Manager.
- 18.16. Prepares and writes all IT technical training documents for staff and reviews training SOPs to keep up with current hardware and software being used in the RTMC.
- 18.17. Coordinates ITS field devices repair and maintenance activities with the D7 ITS field devices maintenance vendor and the SunGuide Software vendor as required.
- 18.18. Knowledge, Skills and Abilities:
 - 18.18.1. Bachelor of Science degree in computer science from an accredited four-year college or university or the equivalent or five years of IT management experience in ITS operations/management of a system or facility similar to the RTMC.
 - 18.18.2. Have professional certifications to include the Microsoft Certified Systems Engineer (MCSE) certification.
 - 18.18.3. Extensive knowledge of database applications and Windows operating systems and program applications.
 - 18.18.4. Extensive knowledge of traffic management control software, such as SunGuide or equivalent.
 - 18.18.5. Knowledge of Activu software for video wall control.
 - 18.18.6. Skills in leadership and interpersonal relationships.
 - 18.18.7. Knowledge of key network management concepts.

- 18.18.8. Knowledge of and ability to manage network security equipment, software and protocols.
- 18.18.9. Ability to clearly communicate technical information in non-technical language.
- 18.18.10. Ability and willingness to work alternate work schedules and be on-call 24 hours/day.
- 18.18.11. Ability to write technical reports, correspondence, manuals and advertising materials.
- 18.18.12. Ability to coordinate real-time activities and priorities.
- 18.18.13. Ability to manage the day-to-day operations of a computer network and servers.

19. RTMC IT/ITS TECHNICIAN III

- 19.1. May develop and recommend policies and procedures for effective information security management.
- 19.2. May provide input into the configuration, support, and maintenance of the RTMC IT and network system.
- 19.3. May evaluate or assist in the evaluation of computer networking and telecommunication systems.
- 19.4. May complete or assist in the completion of installs, configuration, and maintenance of both physical and virtual computer servers; maintenance of employee network, e-mail and card key access accounts; performs other related duties as assigned.
- 19.5. May develop or assist in development of configuration management plans and their implementation.
- 19.6. Knowledge, Skills and Abilities:
 - 19.6.1. Any combination of education and training/experience equivalent to possession of a Bachelor of Science degree in computer science or another Bachelor of Science degree emphasizing the mathematical and theoretical foundations of computing.
 - 19.6.2. Education/experience should be at a level which demonstrates the ability to perform duties comparable to those listed herein.
 - 19.6.3. Experience in local and wide area networks management and administration including system configuration, setup, troubleshooting, planning, designing, implementation, and user support.
 - 19.6.4. Working knowledge of local and wide area networks (LAN/WAN), Internet, e-mail systems, telecommunications and data communications; standard operating

systems, software packages, and software utilities; proper records maintenance and storage for local and distributed environments.

- 19.6.5. Knowledge of configuration management principles and practices.
- 19.6.6. Knowledge of traffic management software such as FDOT's SunGuide software and related software and systems.
- 19.6.7. Knowledge of ITS devices, networks and systems.
- 19.6.8. Ability to Configure and maintain data networks and servers.
- 19.6.9. Ability to implement LAN/WAN maintenance and management procedures.
- 19.6.10. Experience installing and supporting Microsoft server technologies.
- 19.6.11. Knowledge of network security practices.
- 19.6.12. Ability to communicate effectively in both oral and written form.
- 19.6.13. Ability to explain technical concepts in non-technical terms to clients and staff; read, interpret and apply technical instructions.
- 19.6.14. Ability to prepare clear and concise written communications. Ability to research technical manuals and guides to respond to user questions.
- 19.6.15. Ability to prioritize requests, organize, schedule, and coordinate a variety of activities and projects.
- 19.6.16. Ability to learn new software and hardware packages.
- 19.6.17. Ability to work independently and as a team member.
- 19.6.18. Ability to establish and maintain cooperative working relationships with all those contacted during the course of work.

20. RTMC IT TECHNICIAN II

- 20.1 The RTMC IT Technician II position is responsible for mid-level support of all computer systems within the Transportation Management Center (DOT systems as permitted by FDOT OIT). This position may also have the responsibility of handling "help desk" calls. Below are examples of specific responsibilities that may be assigned by the IT manager and are not intended to be inclusive of all duties.
- 20.2 Troubleshoots original "Help Desk" notification and may respond in person when problem cannot be fixed remotely.
- 20.3 Creates reports on all help calls and responses to include fixed and outstanding items with details on what replacement parts were needed.

- 20.4 Maintains a working knowledge of the RTMC telephone system and coordinates as needed with the telephone contractor.
- 20.5 Responds to problems with the SunGuide system 24/7 to ensure that the system is available to operators at all times (this duty is shared with the RTMC IT Manager) May be required to respond to the RTMC if the problem cannot be addressed remotely.
- 20.6 Inventories all computer system hardware parts monthly to ensure the RTMC is operating at 100%.
- 20.7 Performs functions as directed by the RTMC IT Manager to include any routine and non-routine functions.
- 20.8 Informally trains users in basic computer skills as needed.
- 20.9 Installs and loads all functions of any new workstation when purchased, to include the communications link to the network system.
- 20.10 Performs hardware and software upgrades.
- 20.11 Conducts daily backups for all critical systems and ensure these are available in case systems need to be restored.
- 20.12 Monitors video wall to comply with 100% system availability.
- 20.13 Monitors video feeds from other partners to ensure their display on the Video Wall at all times.
- 20.14 Monitors the D7 traffic information website to ensure all functions are operational.
- 20.15 Performs any additional tasks as assigned by the Project Manager, RTMC Manager or RTMC IT Manager
- 20.16. Knowledge, Skills and Abilities:
 - 20.16.1. High school degree or equivalent with a secondary education in computer science or the equivalent or two years of experience in the operations of a computer operations center or computer helpdesk activities facility.
 - 20.16.2. Have a professional A+ certificate and the ability to attain other professional certifications, including the MCSE certification.
 - 20.16.3. Troubleshoot and resolve most routine problems with RTMC computer systems.
 - 20.16.4. Ability to communicate the circumstances of software or hardware problems to other technicians.
 - 20.16.5. Skills in interpersonal relationships.
 - 20.16.6. Ability to clearly communicate technical information in layman's terms.

- 20.16.7. Ability and willingness to work alternate work schedules and be on-call 24 hours/day.
- 20.16.8. Ability to create daily, weekly, monthly and yearly reports regarding system availability and help desk calls.
- 20.16.9. Ability to coordinate real time activities and priorities.

21. RTMC IT TECHNICIAN I

- 21.1 The RTMC IT Technician I position is responsible to assist the RTMC IT Manager for entry-level support of all computer systems within the RTMC (FDOT systems as permitted by FDOT OIT). Below are examples of specific responsibilities that may be assigned by the IT Manager and are not intended to be inclusive of all duties.
- 21.2 Performs routine and non-routine functions as directed by the RTMC IT Manager.
- 21.3 Troubleshoots routine problems with the RTMC Computer systems.
- 21.4 Assists users with basic computer skills as needed.
- 21.5 Knowledge, Skills and Abilities:
 - 21.5.1 High school degree or equivalent with a secondary education in computer science or the equivalent or one year of experience in the operations of a computer operations center or computer helpdesk activities function.
 - 21.5.2 Be actively working toward a professional A+ certificate and the ability to attain other professional certifications, including the MCSE certification.
 - 21.5.3 Skills in interpersonal relationships.
 - 21.5.4 Ability to clearly communicate technical information in layman's terms.
 - 21.5.5 Ability to communicate the circumstances of software or hardware problems to other technicians.
 - 21.5.6 Ability and willingness to work alternate work schedules and be on-call 24 hours/day.
 - 21.5.7 Ability to coordinate real-time activities and priorities.

22. RTMC SHIFT SUPERVISOR

- 22.1. The Shift Supervisor is responsible for all control room activities during their shift and should be able to perform all the duties of an operator.

- 22.2. The Shift Supervisor will be the central contact for communications with external agencies including voice, mail, fax, internet and other electronic means during their shift.
- 22.3. The Shift Supervisor will, as directed, assist the RTMC Manager in coordinating information flow within the control room and for facilitating response to disasters and high profile special events affecting traffic.
- 22.4. The RTMC Shift Supervisor provides quality assurance on the day-to-day handling of all events in the control room.
- 22.5. The Shift Supervisor will facilitate in the information exchange between the RTMC operators and with all dispatch personnel on the law enforcement dispatch side of the RTMC, ensuring that all operators are aware of relevant information pertaining to their respective systems.
- 22.6. The Shift Supervisor will act as the RTMC Manager in their absence in handling the guidance and responses from the operators and directing communications to the Department's Contract Manager, FHP, local police, fire, Emergency Medical Services (EMS) etc.
- 22.7. The Shift Supervisor is expected to assist the other operators with the ongoing workload.
- 22.8. The Shift Supervisor will monitor and report any internal and external system irregularities: Graphical User Interface (GUI), CCTV, Website, Vehicle Detection System (VDS), DMS, arterial DMS, RWIS, HAR, Wrong-Way Driving System, Monitors or Video Switch and other related equipment.
- 22.9. If requested by the Department's Contract Manager, the Shift Supervisor will provide general information and coordinate with the D7 PIO to provide media with non-confidential information.
- 22.10. The Shift Supervisor will respond to inquiries from public transportation.
- 22.11. The Shift Supervisor will receive information on special events and convey information on response details, as requested.
- 22.12. The Shift Supervisor will be responsible, as directed, for reports and data generation, including monthly reports, telephone logs, operator performance, incident reports and any other reports that are requested.
- 22.13. The Shift Supervisor will be responsible for daily scheduling of all breaks for RTMC operations staff to ensure that there is sufficient staffing in the control room at all times. However, breaks for RTMC operations management staff shall not be authorized for the 7:00 AM to 8:00 AM and 5:00 PM to 6:00 PM peak hours of traffic Mondays through Fridays.
- 22.14. The Shift Supervisor will ensure the performance of daily maintenance checks of the system and all ITS field devices as directed.

- 22.15. The Shift Supervisor will ensure that all equipment outages are reported via the “Help Desk” system.
- 22.16. The Shift Supervisor will ensure all data generated and disseminated by the control room is concise and timely, including: DMS messaging, text messaging, website messaging and any other communication from control room staff.
- 22.17. The Shift Supervisor will facilitate proper Road Rangers Service Patrol dispatching to include resource allocation to events, data collection of all activities and proper quality assurance during Road Rangers assists being monitored by CCTV and other means.
- 22.18. The Shift Supervisor will ensure that all “Level III” alert messages are properly formatted and reviewed for accuracy and correctness.
- 22.19. The Shift Supervisor will perform all other assigned tasks.
- 22.20. Knowledge, Skills and Abilities:
 - 22.20.1. Minimum of one year of experience as an Operator III in a facility similar to the RTMC.
 - 22.20.1.1. Experience in a facility similar to the RTMC will suffice to meet this requirement.
 - 22.20.1.2. The use of prior experience to substitute for minimum requirements must receive the approval of the Department’s Contract Manager prior to individual being hired or promoted.
 - 22.20.2. Extensive knowledge of traffic management software such as FDOT’s SunGuide software and related software and systems.
 - 22.20.3. Knowledge of ITS principles.
 - 22.20.4. Skills in leadership, interpersonal relationships and ability to work well within a group.
 - 22.20.5. Knowledge of key management concepts.
 - 22.20.6. Ability to clearly communicate information over a radio system or network.
 - 22.20.7. Ability to clearly communicate technical information in non-technical language verbally and in writing.
 - 22.20.8. Ability and willingness to work alternate work schedules and be on-call 24 hours/day.
 - 22.20.9. Skills in the use of freeway management and ATMS applications.
 - 22.20.10. Ability to write reports, and correspondence.
 - 22.20.11. Ability to coordinate real-time activities and priorities.

23. RTMC OPERATOR III

- 23.1. The RTMC Operators are responsible for the principal monitoring of the roadways, including detecting, confirming, updating and responding to scheduled and unscheduled traffic incidents, congestion and travel-time imbalances in the geographical coverage area with monitoring and/or surveillance capabilities. The operator positions are the highest profile positions in the RTMC as they are the eyes and ears of detection and management of all activities being handled by the RTMC.
- 23.2. Monitoring traffic status (by CCTV, Road Rangers Service Patrol and by GUI display/detector data), scheduled events, active events, equipment fault status, etc.
- 23.3. Managing events and congestion using the SunGuide GUI and its devices, both electronic (e.g., website server, incident detection algorithms) and in the field (e.g., vehicle detection stations, CCTV cameras, DMS, etc.).
- 23.4. Dispatch Road Rangers Service Patrol to motorists, events and other activities that require their assistance in a timely and efficient manner. Log all activities into the SunGuide database and ensure the quality of information is complete and concise.
- 23.5. Detecting, confirming and tracking equipment faults affecting control room equipment (e.g., central system, computers, CCTV monitors, and large screen display units) and RTMC system field equipment (e.g., CCTV, VDS, DMS, arterial DMS, RWIS, and HAR).
- 23.6. Coordinating with other operations staff concerning external agency communications and general control room coordination, and other control room staff from other agencies to obtain a full understanding of all control room activity status.
- 23.7. Inform Emergency Services on Traffic Events – The RTMC Operators will assist the RTMC Shift Supervisor informing Emergency Services of traffic incidents in the geographical coverage area of the RTMC. These events vary in their scope and the methods on how the operator responds notifying FHP, Road Rangers Service Patrol, local police, fire and EMS.
- 23.8. Knowledge, Skills and Abilities:
 - 23.8.1. The RTMC Operator III will have a minimum of one year of experience as an Operator II in the RTMC.
 - 23.8.1.1. Experience in a facility similar to the RTMC may suffice to meet this requirement.
 - 23.8.1.2. The use of prior experience to substitute for minimum requirements must receive the approval of the Department's Contract Manager prior to individual being hired or promoted.

- 23.8.2. Excellent knowledge of traffic management software such as FDOT's SunGuide software and related software and systems.
- 23.8.3. Ability, with limited supervision, to function as a Shift Supervisor.
- 23.8.4. Ability and knowledge to function as an "on-the-job" trainer for RTMC Operator I and RTMC Operator II personnel.
- 23.8.5. Skills in interpersonal relationships.
- 23.8.6. Ability to clearly communicate technical information in layman's terms.
- 23.8.7. Ability to clearly communicate information over a radio system or network.
- 23.8.8. Ability and willingness to work alternate work, shift schedules, and be on-call 24 hours/day.
- 23.8.9. Skill in the use of Windows-based applications.
- 23.8.10. Ability to write reports clearly and concisely.
- 23.8.11. Ability to coordinate real time activities and priorities.
- 23.8.12. Knowledge of communications and disseminating information via multiple communications devices.

24. RTMC OPERATOR II

- 24.1. The RTMC Operators are responsible for the principal monitoring of the roadways including detecting, confirming, updating and responding to scheduled and unscheduled traffic incidents, congestion and travel-time imbalances in the geographical coverage area with monitoring and/or surveillance capabilities. The operator positions are the highest profile positions in the RTMC as they are the eyes and ears of detection and management of all activities being handled by the RTMC.
- 24.2. RTMC Operator II will have a minimum of one year of experience as an Operator I in an RTMC or in a facility similar to the RTMC. Before becoming an RTMC Operator II, the employee will satisfactorily complete RTMC "on-the-job" training.
- 24.3. Experience in a facility similar to the RTMC may suffice to meet this requirement.
- 24.4. The use of prior experience to substitute for minimum requirements must receive the approval of the Department's Contract Manager prior to individual being hired or promoted.
- 24.5. Knowledge, Skills and Abilities:
 - 24.5.1 Good working knowledge of traffic management software such as FDOT's SunGuide software and related software and systems.

- 24.5.2 Ability, with limited supervision, to function as an RTMC Operator III.
- 24.5.3 Skills in interpersonal relationships.
- 24.5.4 Ability to clearly communicate technical information in layman's terms.
- 24.5.5 Ability to clearly communicate information over a radio system or network.
- 24.5.6 Ability and willingness to work alternate work, shift schedules, and be on-call 24 hours/day.
- 24.5.7 Skill in the use of Windows based applications.
- 24.5.8 Ability to write reports clearly and concisely.
- 24.5.9 Ability to coordinate real time activities and priorities.
- 24.5.10 Knowledge of communications and disseminating information via multiple communications devices.

25. RTMC OPERATOR

- 25.1 RTMC Operators are responsible for the principal monitoring of the roadways including detecting, confirming, updating and responding to scheduled and unscheduled traffic incidents, congestion and travel-time imbalances in the geographical coverage area with monitoring and/or surveillance capabilities. The operator positions are the highest profile positions in the RTMC as they are the eyes and ears of detection and management of all activities being handled by the RTMC.
- 25.2 The Operator I position is the entry level position for RTMC Operators. Operator I must successfully complete the initial training program under the supervision of, and monitored by, an RTMC Shift Supervisor and the RTMC Manager. They must then continue to perform acceptably as they acquire additional knowledge and skills through "on-the-job" training.
- 25.3 Knowledge, Skills and Abilities:
 - 25.3.1 Ability to gain a working knowledge of the SunGuide Software and related systems within the allotted time.
 - 25.3.2 Ability, with supervision, to function as an Operator II.
 - 25.3.3 Skills in interpersonal relationships.
 - 25.3.4 Ability to clearly communicate technical information in layman's terms.
 - 25.3.5 Ability to clearly communicate information over a radio system or network.
 - 25.3.6 Ability and willingness to work alternate work, shift schedules, and be on-call 24 hours/day.

- 25.3.7 Ability to gain acceptable skill in the use of Windows-based applications within the allotted time.
- 25.3.8 Ability to write reports clearly and concisely.
- 25.3.9 Ability to coordinate real-time activities and priorities.
- 25.3.10 Knowledge of communications and disseminating information via multiple communications devices.

26. RTMC TECHNICAL ADMINISTRATIVE COORDINATOR

- 26.1 Provides high-level administrative services such as invoice processing, document processing, filing and research.
- 26.2 Responsible for assisting with maintaining the plans files.
- 26.3 Provides assistance with the TIM meetings, including outreach activities to generate interest, presentations and participation in the TIM teams.
- 26.4 Maintenance, functionality and operation of 800 MHz Radio system. Monitoring of system use and response to Help Desk tickets as reported.
- 26.5 Assistance in monitoring of Road Rangers Service Patrol Automated Vehicle Locator (AVL) system and response to Help Desk tickets as reported.
- 26.6 Assists with the monitoring of the performance of the Road Rangers Service Patrol Vendor on a continuous basis.
- 26.7 Performs research and reports in varying areas of ITS such as wrong-way driving or vehicle detection systems.
- 26.8 Maintains records of all applicable licenses for the Road Rangers Service Patrol vendor's vehicles and drivers, and works with the Hillsborough County Public Transportation Commission to ensure compliance.
- 26.9 Performs other high-level administrative and technical duties as needed.
- 26.10 Knowledge, Skills and Abilities:
 - 26.10.1 High school degree or equivalent and a minimum of three years of experience in a position of similar requirements.
 - 26.10.2 Demonstrated ability to communicate complex issues in plain language verbally and in writing.
 - 26.10.3 Knowledge of ITS terminology.
 - 26.10.4 Knowledge of FDOT and contractor work processes.

- 26.10.5 Knowledge of office principles.
- 26.10.6 Knowledge of basic accounting principles.
- 26.10.7 Skills in interpersonal relationships.
- 26.10.8 Ability and willingness to work alternate work schedules and be on-call 24 hours/day.
- 26.10.9 Excellent skills in the use of Windows-based applications.
- 26.10.10 Ability to write meeting minutes and file all materials.
- 26.10.11 Ability to coordinate multiple real-time activities and priorities.
- 26.10.12 Skill in use of all office-related equipment.

27. RTMC ADMINISTRATIVE ASSISTANT

- 27.1 The RTMC Administrative Assistant position is responsible to provide high-level administrative support for the Department's Contract Manager, other FDOT ITS staff in the RTMC, RTMC Manager, and other RTMC staff for day-to-day business matters within the RTMC and TBSG operations. This position is not to be used to perform functions for the Vendor that would normally be categorized as "overhead functions."
- 27.2 Supplies/coordinates administrative support services to the RTMC and assumes the role as an administrative liaison with internal and/or external sources.
- 27.3 Assists in managing complex budgetary, personnel and purchasing functions by interpreting and implementing FDOT administrative policies and procedures.
- 27.4 Performs routine office or clerical support tasks according to well-established procedures. Examples of work performed may include: receiving, logging in, sorting and distributing mail, preparing outgoing mail, preparing payment documents, photocopying, filing, posting or proofing data, or answering telephone calls and recorded messages.
- 27.5 Work performed may also include: composing routine correspondence, preparing routine reports, preparing presentations, maintaining/processing records and invoices for various expenditures, logging correspondence, scheduling meetings or appointments, arranging travel, screening and directing incoming calls, providing information, maintaining files, or transcribing dictation.
- 27.6 Prepares documents using Microsoft applications; formats, proofs, edits documents for errors.
- 27.7 Provides/coordinates relief for the RTMC Receptionist/Clerical in their absence.
- 27.8 All other tasks assigned by the Department.

- 27.9 Knowledge, Skills and Abilities:
- 27.9.1 High school degree or equivalent and a minimum of two years of experience in a position of similar requirements.
- 27.9.2 Demonstrated ability to communicate complex issues in plain language verbally and in writing.
- 27.9.3 Knowledge of office principles.
- 27.9.4 Skills in interpersonal relationships.
- 27.9.5 Ability and willingness to work alternate work schedules and be on-call.
- 27.9.6 Skills in the use of Windows-based applications.
- 27.9.7 Ability to write meeting minutes and file all materials.
- 27.9.8 Ability to coordinate multiple real-time activities and priorities.
- 27.9.9 Skills in use of all office-related equipment.
- 27.9.10 Must be a notary public in the State of Florida.

28. RTMC RECEPTIONIST/CLERICAL

- 28.1 The RTMC Receptionist/Clerical position is responsible to provide support for the Department's Contract Manager, other FDOT ITS staff in the RTMC, RTMC Manager, and other RTMC staff for day-to-day business matters within the RTMC and TBSG operations.
- 28.2 The RTMC Receptionist/Clerical position's responsibility includes handling of all phone calls, faxes and emails sent to the RTMC main contact addresses. This position is stationed at the RTMC front desk and greets all visitors, and ensures adherence to applicable security procedures.
- 28.3 Ensures that visitors comply with RTMC entry requirements. When required, signs in the visitor, issues security badges and contacts the individual that the visitor is scheduled to see.
- 28.4 Supplies administrative support services to the RTMC.
- 28.5 Performs routine office or clerical support tasks according to well-established procedures. Examples of work performed may include: receiving, logging in, sorting and distributing mail, preparing outgoing mail, photocopying, filing, posting or proofing data, or answering telephone calls and recorded messages.
- 28.6 Work performed may also include: composing routine correspondence, logging correspondence, scheduling meetings or appointments, maintaining the conference room schedule, maintaining/processing records and invoices,

arranging travel, screening and directing incoming calls, providing information, maintaining files, or transcribing dictation.

- 28.7 Prepares documents using Microsoft applications; formats, proofs, edits documents for errors.
- 28.8 All other tasks assigned by the Department.
- 28.9 Knowledge, Skills and Abilities:
 - 28.9.1 High school degree or equivalent and one year of experience in a position of similar requirements or equivalents.
 - 28.9.2 Knowledge of office principles.
 - 28.9.3 Skills in interpersonal relationships.
 - 28.9.4 Ability and willingness to work alternate work schedules and be on-call 24 hours/day.
 - 28.9.5 Skills in the use of Windows-based applications.
 - 28.9.6 Ability to write meeting minutes and file all materials.
 - 28.9.7 Ability to coordinate real-time activities and priorities.
 - 28.9.8 Skills in use of all office-related equipment.
 - 28.9.9 Ability to clearly communicate verbally and in writing.
 - 28.9.10 Daily verifying that all material quantities in the RTMC lobby are at the appropriate levels.

29. AMS OPERATOR

- 29.1 The AMS Operator is responsible for the direct monitoring of arterial performance, discovery of operational issues and the reporting of such issues to the appropriate local maintaining agency. The AMS Operator is stationed within the RTMC, interacting with and as part of the FMS team to ultimately provide a seamless oversight of the District's roadway facilities.
- 29.2 Monitors the status of traffic signal and system operations, arterial corridor congestion, and traffic flow, etc. by technology tools, including advanced traffic management systems, travel time monitoring, and CCTV cameras.
- 29.3 Transmits event information to appropriate personnel and suggests appropriate signal timing adjustment as directed.
- 29.4 Identifies traffic congestion along the arterial network, based on pre-defined performance measures, then developing and implementing traffic mitigation measures in a timely manner.

- 29.5 Logs all activities into the AMS Operator event log and ensures that the quality of information is complete and concise.
- 29.6 Detects, confirms and tracks equipment faults affecting arterial operations.
- 29.7 Coordinates with RTMC and other operations management personnel with regard to external agency communications and general control room coordination, and other personnel from signal maintaining agencies to obtain a full understanding of all arterial activity status.
- 29.8 Produces daily shift, equipment malfunction, activity and phone logs that shall be disseminated to District management in a structure that shall enable weekly, monthly, and yearly analysis.
- 29.9 Knowledge, Skills and Abilities:
 - 29.9.1 AMS Operators shall be experienced in the field of arterial traffic operations, with the following basic requirements:
 - 29.9.2 Knowledge of local intersection controller operations, phasing, detection, and infrastructure, and arterial signal timing pattern development, implementation, and fine-tuning.
 - 29.9.3 Ability to prepare detailed technical reports with understandable non-technical summaries.
 - 29.9.4 Ability to present oral presentations on the subject matter of this system.
 - 29.9.5 Ability to communicate clearly with co-workers on technical issues related to the program.
 - 29.9.6 Ability to work with peers, superiors, and subordinates in an office environment.
 - 29.9.7 Ability to clear the security requirements necessary to work within the RTMC.
 - 29.9.8 Ability to drive automobiles and small trucks, with a valid Florida driver's license.
 - 29.9.9 Skills in the use of Windows-based applications.
 - 29.9.10 Skills in interpersonal relationships.

30. OTHER STAFFING / OPERATIONS MANAGEMENT REQUIREMENTS

- 30.1 A RTMC Shift Supervisor shall always be on the premises 24/7/365. When necessary, the Shift Supervisor will perform all duties and responsibilities of an RTMC Operator to assist and maintain satisfactory operation.
- 30.2 The Project Manager, RTMC Manager, and RTMC IT Manager shall be on-call to the RTMC and/or FDOT at all times. If the on-call person is not in the RTMC, they shall be available by phone, "smart phone" or cell phone and shall acknowledge

and respond to emergency, urgent, priority, and normal call-ins as described below. Modifications to the acceptable acknowledgement and response times must be approved by the Department.

30.2.1 EMERGENCY

30.2.1.1 Acknowledgement Time: 10 Minutes

30.2.1.2 Response Time: 45 minutes ON-site

30.2.2 URGENT

30.2.2.1 Acknowledgement Time: 20 Minutes

30.2.2.2 Response Time: 1.5 hours ON-site

30.2.3 PRIORITY

30.2.3.1 Acknowledgement Time: 45 Minutes

30.2.3.2 Response Time: 3 Hours ON-site

30.2.4 NORMAL

30.2.4.1 Acknowledgement Time: 60 Minutes

30.2.4.2 Response Time: Next Business Day (excluding FDOT holidays)

30.3 All operations and monitoring shall be 24/7/365. The Vendor shall be responsible for providing any additional staffing needed during all peak periods of traffic, special events, natural disasters, emergency situations and/or changes in environmental conditions as requested or directed by the Department's Contract Manager. There shall be no "gaps" in required staffing.

30.4 The RTMC Shift Supervisor shall be responsible for the transfer/transition of personnel between shifts.

30.4.1 The RTMC Shift Supervisor is responsible to ensure that all operators participate in a formal "shift change" briefing to exchange current incident status, notification status and other system information prior to the previous shift leaving the RTMC.

30.4.2 The Vendor shall provide, at a minimum, an outline of their formal briefing process at the end and beginning of each shift.

30.5 The RTMC Shift Supervisor shall not leave their post until properly relieved by another Shift Supervisor.

30.6 If two or more operators are required on a shift, all oncoming personnel must be present before the Shift Supervisor from the prior shift may leave.

30.7 All RTMC operations management personnel shall be responsible for logging onto the system at the beginning of each shift using their assigned unique user name and password and logging off the system(s) at the end of each shift.

30.8 Operations management tasks performed for this Contract shall be measured per calendar year quarter with respect to the 10 performance measures provided in the table below. On occurrences in which the Vendor does not meet the operations management standards established below, the Department shall reserve the right

to assess the Vendor "Financial Consequences" that shall be deducted from the Vendor's March, June, September, and December invoices.

Performance Measure	Standard	Contract Deduction
DMS and Arterial DMS Efficiency	>95.00%	\$10,000.00
RTMC Operator Error Rate	<1.00%	\$2,000.00
Road Rangers Dispatch Time	<2 mins.	\$1,000.00
Event Confirmation Time*	<3.5 mins.	\$1,000.00
DMS and Arterial DMS Posting Time	<5 mins.	\$5,000.00
Other Agency Notification Time	<7 mins.	\$1,000.00
Video Wall Availability	>95.00%	\$5,000.00
SunGuide Software Availability	>99.00	\$10,000.00
Arterial Operational Issues Correctly Diagnosed and Reported	>95%	\$2,000.00
Daily Arterial Reports Submitted on Time and Complete	>99%	\$1,000.00

* Does not include events detected by Road Ranger

31. RTMC WORK AREAS

- 31.1 In general, workspaces, equipment, computers and software provided by FDOT under this Contract and utilized for RTMC operations management and support services will be assigned to the Vendor by the Department's Contract Manager.
- 31.2 The Vendor and/or RTMC personnel shall not install non-approved software, screensavers, wallpaper, etc. on any FDOT-owned computers or equipment. At no time shall any additional equipment be attached, such as thumb drives, disks or CDs to any FDOT-owned computers or equipment unless approved by the Department's Contract Manager.
- 31.3 All work areas shall be kept neat and clean. No additional equipment shall be added to any work areas, such as portable heaters or fans. Only drinks with secured "spill proof" lids will be allowed at control room and computer/server room workstations. No food is allowed in the control room or the computer/server room.

32. COMPENSATION FOR EXPENSES AND PURCHASES

- 32.1 Should the Vendor be required to incur expenses not otherwise specified in this document, they may be reimbursed at actual cost. All expenses must be approved by the Department prior to the Vendor incurring the expense. Expenses for travel shall be paid in accordance with section 112.061, F.S.

33. OWNERSHIP OF WORK AND INVENTIONS

- 33.1 Anything by whatsoever designation it may be known, that is produced by or developed in connection with this Contract, shall become the exclusive property of

the State of Florida and may not be copyrighted, patented, or otherwise restricted as provided by Florida State or Federal law. Neither the Vendor nor any individual employed under this Contract shall have any property interest in the product.

- 33.2 With respect to any deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a “work for hire” as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Department pursuant to s. 119.084, F.S., on behalf of the State of Florida.
- 33.3 In the event it is determined as a matter of law that any such work is not a “work for hire”, Vendor shall immediately assign to the Department all copyrights subsisting therein for the consideration set forth in the Contract and with no additional compensation.
- 33.4 The foregoing shall not apply to any preexisting software or other work authorship used by the Vendor to create any deliverable but which exists as work independently of the deliverable, unless the preexisting software or work was developed by the Vendor pursuant to a previous contract with the Department or a purchase by the Department under a State Contract.
- 33.5 The Department shall have full and complete ownership of any and all software developed pursuant to this Contract including without limitation:
 - 33.5.1 The written source code;
 - 33.5.2 The source code files;
 - 33.5.3 The executable code;
 - 33.5.4 The executable code files;
 - 33.5.5 The data dictionary;
 - 33.5.6 The data flow diagram;
 - 33.5.7 The work flow diagram;
 - 33.5.8 The entity relationship diagram;
 - 33.5.9 All other documentation needed to enable the Department to support, recreate, revise, repair, or otherwise make use of the software.

34. FINANCIAL CONSEQUENCES

- 34.1 On occurrences in which the Vendor does not meet the personnel performance standards established below, the Department shall reserve the right to assess the Vendor “Financial Consequences” that shall be deducted from the monthly Vendor invoice.

- 34.2 The infractions that shall activate the invoice payment deductions for personnel non-performance shall include, but not be limited to:
- 34.2.1 Sleeping on Duty - \$500.00 per occurrence/per day. An Operator caught sleeping on more than two occasions will be ineligible to participate in this Contract.
 - 34.2.2 Tampering, removing, disengaging or disabling Time Clock components or falsifying time sheet information - \$500.00 per occurrence/per day.
 - 34.2.3 Not providing proof from a licensed medical practitioner that all Operators are drug free in accordance with section 112.0455, F.S. - \$500.00 per occurrence.
 - 34.2.4 Employees found to not comply with hiring requirements listed in this document - \$100.00 per day for each day not in compliance.
 - 34.2.5 RTMC operators and/or AMS operators not performing their duties as described in this document, *SOPs*, *ConOps*, or *AMP ConOps* - \$250.00 per occurrence/per day.
 - 34.2.6 Loss of security access badge - \$150.00 per occurrence.
 - 34.2.7 If at any time RTMC operators are unavailable for a shift in the control room as required in this document - \$100.00 per hour, for each hour service is not provided.
 - 34.2.8 RTMC operators not in uniform as negotiated under this Contract - \$50.00 per occurrence/per day.
 - 34.2.9 Unauthorized use of telephones or other electronic devices, including personal cellular telephones, in the control room - \$50.00 per occurrence/per day.
 - 34.2.10 Unauthorized leave of RTMC operator from control room - \$100.00 per occurrence/per day.
 - 34.2.11 Eating food or having liquids in other than non-spill containers at control room workstations - \$50.00 per occurrence.
 - 34.2.12 Failure of RTMC Manager to be hired/contracted and report for duty on date established in the NTP - \$500.00 per day until the manager is under contract (hired) and reports for full duty.
 - 34.2.13 Not submitting documentation of monthly events reports by the fifth working day of the next month - \$500.00 per occurrence.
- 34.3 Note: The list above is not inclusive of all Financial Consequences. For any Financial Consequences not listed above, the Department shall assess financial Consequences between the amounts of \$50.00 and \$500.00 depending on the severity of the infraction.
- 34.4 The reduction in payment as described herein on some infractions will continue to be applied daily until the Vendor complies with the terms and conditions of this Contract.

- 34.5 It shall be the Vendor's responsibility to notify the Department when in compliance.
- 34.6 Application of this personnel non-performance standards deduction in payment will not waive the Department's right to terminate the Agreement in the interest of the Department.

35. EMPLOYEE RETENTION

- 35.1 Vendor agrees that the Department shall retain the right to accept or reject any employee covered under this Contract.
- 35.2 To ensure that there is no interruption in service, the Vendor agrees that if they are defaulted or terminated, or upon ending or completion of this Contract that the Vendor shall release, at the employee's request, any and all employees being provided to the Department under this Contract and allow them to be either hired by the Department or another company without delay and at no charge to the Department.

36. MINIMUM PAY RATE FOR RTMC PERSONNEL

- 36.1 Throughout the term of this Contract, unless adjusted upward by the Vendor, the Vendor shall be required to compensate all RTMC Operator I staff at a minimum starting salary of \$12.00 per hour, Operator II staff at a minimum starting salary of \$14.00 dollars per hour, Operator III staff at a minimum starting salary of \$15.00 and Shift Supervisors a minimum starting salary of \$17.00 per hour.
 - 36.1.1 The Vendor shall only charge the Shift Supervisor rate for one position on each shift.
 - 36.1.2 Should a second Shift Supervisor be on duty, FDOT shall only be invoiced at the RTMC Operator III rate.
 - 36.1.3 The required shift change overlap is exempt from this condition.
- 36.2 Proof of compliance with this Contract requirement shall be made available for review by the Department via the Vendor's payroll register or employee payroll.

37. LENGTH OF SERVICES

- 37.1 The Contract service period will be negotiated. Services to be rendered by the Vendor, as described in this document, will commence upon written NTP by the Department. Funds for this Contract will be encumbered by LOA.
- 37.2 This NTP will be issued any time subsequent to the award of the Contract at the Department's discretion.

38. TERMINATION ACTION:

38.1 Reference is made to Paragraph 6 of the Standard Written Agreement. Any necessary default action will be processed in accordance with Department of Management Services, Rule 60A-1.006(3).

*** end ***

EXHIBIT "B"

METHOD OF COMPENSATION

TAMPA BAY SUNGUIDE REGIONAL TRANSPORTATION MANAGEMENT CENTER OPERATIONS MANAGEMENT AND SUPPORT SERVICES

1.0 PURPOSE:

This Exhibit defines the limits and method of compensation to be made to the Vendor for services set forth in Exhibit "A" and the method by which payments shall be made.

2.0 ASSIGNMENT OF WORK:

The Department shall request Vendor services on an as-needed basis. Services to be provided on each project will be initiated and completed as directed by the Contract Manager. A "Letter of Authorization" will be issued for each project scheduled.

3.0 COMPENSATION:

There is no Budgetary Ceiling; funds will be encumbered for each "Letter of Authorization".

This is a Term Contract for an Indefinite Quantity whereby the Vendor agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract. The Department will authorize services based on need and availability of budget. Execution of this Contract does not guarantee that the work will be authorized.

4.0 ESTABLISHMENT OF LETTER OF AUTHORIZATION AMOUNT:

For each "Letter of Authorization" (LOA) the Vendor, following the Scope of Services as set forth in Exhibit "A", shall prepare an estimate of work and price based on the rates established in Exhibit "C", and allowable expenses. **Once an acceptable Maximum Amount has been agreed upon by the Vendor and the Department's Contract Manager, a "Letter of Authorization" shall be issued by the Contract Manager. The Contract Manager shall obtain fund approval for each authorization by an approved encumbrance prior to issuing the "Letter of Authorization".** All work authorizations shall be completed within the term of this Agreement.

LOAs may be issued during the term of this agreement and shall be completed during the term specified in the authorization, which may extend beyond the ending date of the agreement.

5.0 PROGRESS PAYMENTS:

The Vendor shall submit monthly invoices in a format acceptable to the Department. For

the satisfactory performance of the services detailed in each LOA, the Vendor shall be paid up to the Maximum Amount of each Authorization. Payment shall be made for the services provided, at the unit billing rates specified in Exhibit "C", as approved by the Department. The contract billing rates shall include the costs of salaries, overhead, fringe benefits and operating margin.

Payment for expenses shall be made on the basis of actual allowable cost incurred as authorized and approved by the Department. Allowable costs should be task related and not include items normally associated with overhead which is part of the billable rates. Invoice shall include documentation of hours provided and itemization of costs incurred (including receipts). Bills for travel expenses authorized by the terms of this Agreement and the Department's Contract Manager shall be submitted in accordance with Section 112.061, F.S.

Invoices shall be submitted to:
Florida Department of Transportation
Traffic Operations, MS 7-1300
Attn: Vincenzo Corazza
11201 N. McKinley Dr.
Tampa, FL 33612-6456

The Vendor has certified that ____% MBE/DBE utilization would be achieved for this contract. If MBE utilization was certified by the Vendor, an MBE payment certification form shall be submitted with each invoice to verify the MBE utilization.

If DBE utilization was certified, DBE payments are to be input each month at the following link: <https://www3.dot.state.fl.us/EqualOpportunityOffice/bizweb/>

New users reporting DBE payments will need to contact the FDOT Service Desk at FDOT.ServiceDesk@dot.state.fl.us to get a BizWeb user ID and password to access the application.

6.0 DETAILS OF UNIT RATES:

Details of Unit Rates for the performance of the Vendor's services set forth in Exhibit "A" Scope of Services are contained in Exhibit "C" Price Proposal, attached hereto and made a part hereof.

7.0 TANGIBLE PERSONAL PROPERTY:

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

8.0 FINANCIAL CONSEQUENCES:

It is recognized that this contract is a "performance-based" contract in which the

Vendor's performance and compliance with the Scope of Services shall be evaluated periodically by the Department. In occurrences on which the Vendor does not meet or exceed the performance standards established herein, the Department shall reserve the right to assess the Vendor "Financial Consequences" that shall be deducted from the monthly invoice in accordance with Section 34, Exhibit "A", Scope of Services. Vendor shall pay said sum to the Department as a financial consequence.

EXHIBIT "C"

PRICE PROPOSAL

TAMPA BAY SUNGUIDE REGIONAL TRANSPORTATION MANAGEMENT CENTER OPERATIONS MANAGEMENT AND SUPPORT SERVICES

Job Classification	Proposed Hourly Rate	OT Hourly Rates
Project Manager *		
RTMC Senior IT/ ITS Technician *		
RTMC IT/ ITS Technician III		
RTMC Manager *		
RTMC Assistant Manager		
RTMC Shift Supervisor		
RTMC Operator III		
RTMC Operator II		
RTMC Operator I		
AMS Operator		
RTMC IT Manager *		
RTMC IT Technician II		
RTMC IT Technician I		
RTMC Technical Administrative Coordinator		
RTMC Administrative Assistant		
RTMC Receptionist/Clerical		

This is a preliminary price proposal. Not all positions are expected to be utilized immediately and some may not be utilized at all but are being negotiated for coverage if the need arises. The four positions annotated with an “ * ” are considered “salaried management personnel” for the purpose of this document. All rates are subject to negotiations during the ITN process. All of the above rates must be included; any innovative pricing schemes may be included as an alternate to this sheet at the discretion of the proposer.

The Department does not guarantee any maximum or minimum quantity, or any range of quantities. The number of personnel and hours may increase/decrease as required to ensure effective operations.

Billing rates are inclusive of all costs including overhead, operating margin and any drug testing, certifications, etc. as required by Exhibit “A”, Scope of Services.

Payment for expenses shall be made on the basis of actual allowable cost incurred as authorized and approved by the Department. Travel expenses will be paid according to FDOT policy when authorized.

NOTE: Unit Rates must be stated specifically in dollars and cents, NOT a percentage increase.

MFMP Transaction Fee:

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. However, all vendors should be aware, that effective July 1, 2016 through June 30, 2017, in accordance with House Bill 5003 Sec.73, the Transaction Fee will be seven-tenths of one percent (.70%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

NOTE: In submitting a response, the 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.

Proposer: _____ FEID # _____

Address: _____ City, State, Zip _____

Phone: _____ Fax: _____ E-mail: _____

Authorized Signature: _____ Date: _____

Printed / Typed: _____ Title: _____

ITN CHECKLIST
(DOES NOT NEED TO BE RETURNED WITH YOUR REPLY)

This checklist is provided as a guideline, only, to assist vendors in the preparation of their ITN reply. Included are some important matters that the vendor should check. This checklist is just a guideline, and is not intended to include all matters required by the ITN. Vendors are responsible to read and comply with the ITN requirements in its entirety.

Check off each the following:

- ___ 1. The Qualifications Questionnaire has been completed, as specified, and enclosed in the ITN reply.
- ___ 2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.
- ___ 3. The “Drug-Free Workplace Program Certification” form has been read, signed, and enclosed in the ITN reply, if applicable.
- ___ 4. The “Scrutinized Companies Lists” certification form has been read, signed, and enclosed in the ITN reply, if applicable (contracts of US\$ or more).
- ___ 5. The “Bid Opportunity List” and the “DBE Participation Statement” forms have been read, completed, and enclosed in the ITN reply, if applicable.
- ___ 6. The Scope of Services, Exhibit “A”, has been thoroughly reviewed for compliance to the ITN requirements.
- ___ 7. The www.myflorida.com website has been checked and any Addendums posted have been completed, signed, and included in the ITN reply.
- ___ 8. The ITN reply must be received, at the location specified, prior to the Opening Date and Time designated in the ITN requirements.
- ___ 9. On the Lower Left Hand Corner of the Envelope transmitting your ITN reply, write in the following information:

ITN No.: ITN-DOT-17/18-7008EG

Title: Tampa Bay SunGuide Regional Transportation Management Center Operations Management and Support Services

Vendor: _____

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