

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made as of this _____ day of _____, 2020 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Econolite Systems, Inc., (“Contractor”) (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 189-0215-P (“RFP”) for Advanced Traffic Management System (ATMS), Implementation & Maintenance services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. **Definitions.**

A. “Agreement” means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. “County Confidential Information” means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, and any other information designated in writing by the County as County Confidential Information.

C. “Contractor Confidential Information” means any Contractor information that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. “Contractor Personnel” means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. “Services” means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A (“Statement of Work”) attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

F. “Burn-In” means the ninety (90) day period after the ATMS system is fully implemented and all parts have passed conditional acceptance testing. Approval of the burn-in period shall deem the project finally accepted so as to start the maintenance and support period stated in Section 4.

2. Conditions Precedent. This Agreement, and the Parties’ rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Contract Administrator or designee.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on the effective date as follows or until termination of the Agreement, whichever occurs first:

- i. Software Implementation Services shall commence upon notice to proceed; all installation, acceptance testing and training activities of the ATMS software shall be completed within three hundred sixty-five (365) calendar days after start date as stipulated in the notice to proceed.
- ii. Maintenance and Support services shall commence upon completion of the Burn-in period and continue for a one (1) year period.

B. Term Extension.

The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.A.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

The County agrees to pay the Contractor the not-to-exceed sum of \$1,763,620.42, for Services completed and accepted as provided in Section 15 herein if applicable, payable as set out in Exhibit C attached hereto, upon submittal of an invoice as required herein.

B. Travel Expenses. The County shall reimburse the Contractor the sum of not-to-exceed \$65,765.68 for the travel expenses incurred in accordance with Section 112.061, Florida Statutes, and/or County Travel Policy, and as approved in writing in advance by Contract Administrator or designee.

C. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

D. Payments. A schedule of payments can be found on Exhibit C. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.

9. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County’s staff and the County’s subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County’s obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor’s duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

- A. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Contract Administrator or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Econolite Systems, Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment.

This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to Contractor.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Tyson Evatz
Pinellas County
22211 US Highway 19
Building # 1
Clearwater, FL 33765

For Contractor:

Attn: Stephanie K. DeFazio
Econolite Systems, Inc.
1250 North Tustin Avenue
Anaheim, CA 92807

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

19. Conflict of Interest.

- A.** The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B.** The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

21. **Amendment.** This Agreement may be amended by mutual written agreement of the Parties hereto.
22. **Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.
23. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.
24. **Waiver.** No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.
25. **Due Authority.** Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.
26. **No Third Party Beneficiary.** The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.
27. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA
By and through its
Board of County Commissioners

Econolite Systems, Inc.

By _____

Contractor

By: Kirk T. Steudle

Signature

Kirk T. Steudle

Print Name

Sr Vice President

Title

ATTEST:
Ken Burke,
Clerk of the Circuit Court

By: _____
Deputy Clerk

APPROVED AS TO FORM

By: Diriki T. Leuke
Office of the County Attorney



August 31, 2020

Mr. Tyson Evatz
ITS Construction Administration Supervisor
Pinellas County
22211 US Highway 19
Building #1
Clearwater, FL 33765

Subject: Advanced Traffic Management System (ATMS), Implementation & Maintenance
Services Scope of Work – Pinellas County 189-0215-P (RG)

Dear Mr. Evatz:

Based on discussions with Pinellas County staff, attached please find Econolite's proposed scope for the referenced project for your consideration.

- Section 1: Approach / Proposed Solution
- Section 2: Statement of Work / Project Work Plan
- Section 3: Custom Software and Additional Items
- Section 4: Price Proposal

Section 1 has been updated to include a Centrac's CCTV solution with Genetec to enable PTZ control of CCTV cameras and video streaming to replace the County's existing Chameleon 360 system. This section has also been modified to add the server hardware solution for the project implementation, which expands on existing County hardware.

We have included additional detail in the ATMS Implementation Proposal (AIP) for various Centrac's software, customization and other optional services per the County's request.

Based on the mutually agreed software and hardware configuration the Price Proposal has been modified to include cost for the Base ATMS Pricing and a separate pricing for Optional Items. The cost breakdown includes \$1,355,530.40 for the Base ATMS system, an additional \$208,090.02 for optional custom software and \$200,000 for contingency totaling \$1,763,620.42

Please review this document at your convenience. If you have any questions or comments, please contact Ms. Connie Braithwaite at 904.759.0745, cbraithwaite@econolite.com or me directly at 703.789.5125 or sdefazio@econolite.com.

Sincerely,
Econolite Systems, Inc.

A handwritten signature in black ink that reads "Stephanie K. DeFazio".

Stephanie K. DeFazio, P.E.
Associate Vice President

Advanced Traffic Management Systems (ATMS) Implementation & Maintenance Services

Pinellas County
189-0215-P (RG)

1. Approach/Proposed Solution

1.1 Project Understanding

Econolite Systems recognizes that the County is looking to obtain far more than just an Advanced Transportation Management System (ATMS). While the *primary objective* of this project is stated as:

The *secondary objective* is:

to simplify and consolidate various software applications that are currently used in the County, including ITS device control, signal control and various other detection reporting software

to update the signal and ITS software so that it is applicable to today's ITS and signal technology as well as applicable arterial management strategies.

This *secondary objective* is fully satisfied with the Centrac's ATMS. Specifically:

- Centrac's is the most technologically advanced, and industry-leading ATMS software in the market today. Built upon contemporary Microsoft technologies, Centrac's provides protection against early obsolescence.
- When combined with our commitment for ongoing internal investment in new features and capabilities, our solution ensures that a Centrac's deployment in Pinellas County will place the County on the leading edge of transportation management technology.
- Centrac's is completely capable of adding new detection or ITS device technology including integration of the County's BlueTOAD devices.
- Centrac's is built on an open architecture platform and is fully compatible with a wide array of signal controllers and firmware, thereby eliminating any concerns the County may have with being vendor locked to a specific manufacturer or brand.
- Centrac's System Performance Measures (SPM) provides all the features of the Automated Traffic Signal Performance Measures (ATSPM) by providing a wide array of options for the Active Arterial Management (AAM) program for the County. Importantly, Centrac's SPM also creates new traffic signal timing plans as often as once every week by leveraging the incredibly rich high-resolution data and link-pivot algorithms developed by Purdue University in cooperation with the Joint Transportation Research Program (JTRP).

It is however the *primary objective* that sets Pinellas County apart and it is clear that the County's intention for this project is far more than just signal control and monitoring found in the typical ATMS. Rather, we understand the County's objective is to provide a regional incident management system overlay to the ATMS to yield far greater power to County operational capabilities. To meet this primary objective, Econolite has partnered with Waycare to provide an innovative solution.

Waycare will be used to proactively modify timings not only for a specific incident (or capacity reducing event), but the surrounding area of impact as well. These use cases (presented in *Section 3.8 of AIP*) form the essential basis of the work we will perform for this project.

1.2 Proposed Solution

To meet the needs of Pinellas County, we are proposing a solution based on Econolite's industry leading Centrac's ATMS in conjunction with Centrac's SPM for signal performance monitoring and Centrac's Edaptive to provide adaptive traffic signal control services. Detailed descriptions of these elements of our solution are presented in the following sections.

Advanced Traffic Management Systems (ATMS) Implementation & Maintenance Services

Pinellas County
189-0215-P (RG)

1.2.1. Centracs ATMS

Innovative Software Technology

Centracs is built upon the latest software technologies, including the Microsoft .NET Framework, Windows® Presentation Foundation, and Windows® Communications Foundation. As a result, Centracs provides the County with a barrier against obsolescence. In fact, since its introduction, there have been 14 major releases (Figure 1), each adding significant new features, including adaptive control, enhanced measures of effectiveness (MOE), enhanced Closed Circuit Television (CCTV) support, and Dynamic Message Sign (DMS) support. Our latest release – Centracs 2.2 – in late 2018 included numerous new features.

Smart Client Architecture

Centracs utilizes a client-server architecture. A client-server system architecture is not new, but the segmentation of the system components is what makes Centracs unique. By encapsulating the user interface at the workstation, the interface is responsive, even over lower bandwidth connections. The “core” server provides all of the central ATMS functionality, such as system administration, schedule functions, system alerts, user settings, traffic responsive and adaptive algorithms. A data abstraction layer on top of the Microsoft SQL Server database serves as a broker for all data requests throughout the system. Communications servers handle the real-time device messaging and network interface. This logical segmentation of the components provides tremendous scalability for the system allowing the County to easily expand into the future.

Expansion and Enhancement

Centracs is not only easy to use for day-to-day operations, it is extremely easy to expand as well. All system data is entered through the user interface. There are no .ini configuration files to edit manually, no direct interaction with the database, and no system restarts for most configuration items.

Whether adding new devices, new users, or even additional communications servers, there is an intuitive graphical user interface (GUI) to assist the system user. With Centracs, we have included access to virtually every configurable element within the interface so that users can expand their own systems without requiring additional outside services.

As for enhancements, the latest version of Centracs software is provided annually (or more often if patch releases are needed) at no additional cost, so long as the software maintenance agreement is current. Centracs represents a great value as it ensures you always have the most current technology. Additionally, Econolite continues to invest in Centracs to offer our customers the best in ATMS technology today and into the future. Of course, if custom software enhancements are required, Econolite offers software development services to meet unique customer needs as well.

Intuitive User Interface

The Centracs user interface is unique to the transportation industry and capitalizes on the latest Microsoft Foundation Class technology. While the interface can best be appreciated in a live demonstration, the screenshot shown in Figure 2 gives an idea of how the interface uses “containers” to present a wide variety of data elements in an organized fashion. With full multi-monitor support, the system supports additional frames that can be assigned to each monitor. Additionally, each user can save one or more preferred configurations and restore their unique preferences when logged in.

Beyond the rich information content and flexible displays, the Centracs interface allows both expert and new users to be efficient and effective through context sensitive menus, on-line help, and map

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and entity selection allowing users to easily navigate and effectively use the capabilities of modern controller technology.

Primary Components Include:

- *System Map Interface*
- *Traffic Control*
- *Reports*
- *Dynamic Message Sign (DMS) Management*
- *Adaptive Signal Control (EXCLUDED FROM PROJECT SCOPE)*
- *Transit Signal Priority (TSP) (EXCLUDED FROM PROJECT SCOPE)*
- *Closed Circuit Television (CCTV)*
- *Centracs Travel-Time*

1.2.2. Incident Management / Waycare Interface

We have provided a detailed description of the proposed Centracs / Waycare Incident Management interface in *Section 3.8 of the AIP* as part of our discussion of Innovative Strategies for Pinellas County's ATMS.

1.2.3. Centracs SPM

The Centracs Signal Performance Measures (SPM) subscription service accurately and cost-effectively satisfies the performance measures evaluations requirement often needed to secure transportation and infrastructure funding.

Centracs SPM is a web-hosted stand-alone solution or offered as an extension of Centracs ATMS. Centracs SPM enables agencies to fully utilize ITS assets, helping transportation stakeholders visually analyze and identify the performance of traffic signal timing plans, diagnose problems, and to quickly produce a full spectrum of traffic studies and reports.

1.2.4. Centracs Edaptive

Centracs Edaptive is the next-generation in adaptive signal control, optimizing cycle, offset, and splits by using high-fidelity 1/10th-second resolution data. Data is the name of the game. Better data yields better results, and with Econolite's Centracs SPM at its foundation, Centracs Edaptive is making timing changes based on the best possible data. Centracs Edaptive is web-based and offers deep analytical capabilities through Centracs SPM, allowing users to quickly and easily ensure maximum performance of their signal control system.

Centracs Edaptive provides automated real-time signal adaptation. Centracs Edaptive is a highly effective real-time adaptive signal control solution that balances sustainability and reliability with the latest in adaptive algorithms.

1.2.5. Hardware Requirements

Econolite's original proposal included a minimum standard configuration for a base Centracs system installation. Subsequent meetings with the County resulted in the County asking that Econolite propose and furnish an expansion to the County's existing Virtual Machine (VM) infrastructure. That expansion is detailed in *Section 3.3 of the AIP*.

Econolite pricing for this expanded infrastructure also includes one week on-site of a qualified Centracs system engineer to assist with the expanded system deployment planning and configuration.

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1.3. Deliverables

We have included a complete list of project deliverables as part of our Statement of Work detailed in *Section 2*.

1.4. Third-Party Software

In *Section 3.2 of the AIP* we describe our approach to interfacing with other key County ATMS subsystems (Waycare, TrafficCast BlueTOAD) and Genetec Security Center for the Centracos Advanced CCTV Module. *Section 7.9 of the AIP* details an optional Video Transcoder and Web Solution using WINK software in place of the existing WOWZA implementation. We do not anticipate the need for any additional third-party software outside of our interface to these third-party packages.

1.5. Failure and Recovery

Econolite has included in our proposal a combination of licensing and services to provide a turn-key implementation of the Centracos High-Availability Module. This module provides the County with application level failover capabilities for their Centracos Core and Device Manager services. We recognize the importance of this functionality in the context of Pinellas County's Incident Management operations in response to major storms and high-water conditions. Overall system reliability and redundancy is particularly important during these periods, when system operation can't afford the time it would take to restart or reboot the system.

With Centracos High-Availability, in the event there is a problem or shutdown of the primary Centracos services, a secondary instance will take over. This provides significant reduction in down times and loss of data. While the secondary node can be physically located with the primary instance, due to the mission critical nature of the system, we recommend it be located remotely offsite for additional redundancy. Offsite location of the secondary node requires sufficient network bandwidth and access to the field network.

1.6. Innovative Strategies

Econolite and Waycare are pleased that Pinellas County has chosen to invest in a traffic management system that utilizes leading edge technologies in the detection, notification, and response to roadway incidents. This approach will ensure the infrastructure works in conjunction with modern navigation systems and reduces the conflicts between the control strategies of these currently disparate systems. This strategy is particularly important when it comes to providing traffic operations and route guidance during significant and stressful times, such as hurricane evacuations.

Success of this incident management system will require that three core capabilities be supported by infrastructure:

1. Rapid and accurate positive detection of incidents.
2. Traffic control methods that can quickly prepare for and adapt to the redirection of traffic around these incident locations.
3. Roadway user notification of incidents, including suggested alternate routes to improve the dynamic route selection for those users not being navigated by on-board systems.

Econolite has partnered with Waycare to provide an integration between the Centracos ATMS system and the Waycare Event Monitoring and Notification system to provide these three capabilities in a seamlessly integrated manner.

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1.7. Value Engineering

Econolite's proposed deployment approach is one that emphasizes rapid base system deployment followed by incremental upgrades to the system. We envision Centracs installed, integrated and fully operational with initial intersections cut-over from the MIST system beginning within two months of Notice to Proceed. Our goal is to have the County up and running with Centracs as soon as possible so you can gain valuable hands-on experience with the system as additional intersections are cut-over and while software customization efforts proceed.

We are proposing an aggressive schedule of cutting-over intersections from MIST to Centracs on a weekly basis until all 425 intersection are on-line in Centracs. In parallel with the intersection cut-overs, we will be configuring intersections so that once each intersection is moved to Centracs it can then be brought on-line with Centracs SPM and, as appropriate, Centracs Edaptive.

Meanwhile, the software customization process will proceed in parallel with intersection cut-overs. Software customization will be performed on a unit basis, with each unit of customization going through a process of development, internal testing, functionality demonstration to the County, installation on the Centracs staging server and finally production deployment. In this way, the County will have beneficial use of the customizations as they become available rather than waiting for the functionality at the completion of the project.

2. Statement of Work/Project Work Plan

Task 1 – Project Management

Project management is a critical part of the deployment of any technology project. To emphasize its importance, we propose a dedicated project management task to ensure that Econolite and the County share common goals and expectations of the project, manage changes needed through the course of the project, and execute the project to meet those goals and expectations. Econolite will perform proactive project management throughout the course of the project and provide periodic invoices and progress reports to summarize the project status.

We are proposing a highly experienced Project Manager for this project, Ms. Stephanie DeFazio, P.E. A key to Econolite's Project Management approach is to, at project onset, develop a Project Plan as detailed below.

Project Plan

The Project Plan will document the following elements:

- Project Scope – This document and any modifications that may be required over the term of the contract.
- Major Deliverables – All deliverables identified in this Project Work Plan and any modifications that may be required over the term of the contract.
- Risk Assessment – Identifies major risk elements and mitigation actions.
- Resource Requirements – Includes team organization and responsibilities of stakeholders.
- Project Schedule – Gantt chart periodically updated to reflect project progress.

Bi-Weekly Progress Meetings

Econolite will establish bi-weekly project meetings via teleconference to keep the County informed of project progress and upcoming activities. These meetings are structured as "status only" and are intended to last not more than thirty minutes. This time frame ensures regular stakeholder

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attendance and insists that more in-depth discussion to be taken offline. The agenda for these meetings will form two purposes: to guide the discussion and function as a Status Report. These meetings will be limited to the following discussion points:

- Estimates of progress
- Work performed during the prior period
- Work anticipated for the current/following period
- Any deviations from the project plan along with their current issues, status, and how they are to be remedied.

For each bi-weekly progress meeting, Econolite will provide the meeting agenda and notes. The notes will include a “rolling” Action Item list that identifies and summarizes the Action Item (what needs to be done), Responsible Parties (who needs to do it), Resolution Dates (when will it get done), and End Result (how was it accomplished).

Weekly scheduled discussions between Econolite and County project managers will be held to work through any schedule or task needs and to keep each informed of any changes or modifications.

Invoices

Invoices will be submitted in accordance with the contracted milestone payments.

Assumptions:

- Econolite will participate in the bi-weekly progress meetings, either in person or via teleconference.

Deliverables:

- Kick-Off Meeting
- Project Plan
- Bi-Weekly Progress Meetings
- Periodic Invoices

Task 2 – System Design and Customization

System Design

As part of Task 2, Econolite will develop a System Design Document (SDD) that expands on the system architecture discussion contained in *Section 3 of the AIP*. The SDD will identify and document the recommended system architecture (physical, logical, network, and security), including existing and new interfaces to the County’s other ATMS-related applications (Waycare and TrafficCast) and APIs for interface with the Smart Tracs network.

The SDD will also provide additional detail on network requirements (LAN, WAN, firewalled VPN) and (virtual) server and workstation hardware requirements.

The SDD will describe the software customization activities that will also be performed under this task. As detailed in *Sections 3 and 4 of the AIP*, we are proposing software customization in several areas to meet the County’s system requirements. At a high level, customization includes expanding our DMS and Travel Time interfaces to automatically populate DMS with BlueTOAD-based travel time information, enhancing our DMS interface to support the County’s color/graphic signs, display of third-party travel time/congestion data on the Centrac base map, the Waycare interface, and PTZ control of cameras.

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Software Customization

Econolite is proposing to introduce the customized software components through a series of software releases. We understand that new versions and feature rollouts will require a process to allow the County to review, test, and approve for subsequent deployment. Our internal process for customization follows an agile approach, whereby the County will be able to view pre-release versions that will allow you to see progress as well as features of the module as they become available.

Preceding all releases, Econolite software quality assurance (SQA) requires comprehensive testing of modifications as well as regression testing in order to ensure correct system operation. In addition, Econolite SQA performs testing specific to the County's system specifications and architecture, database configuration, and device types. It would only be after all this, that a release is certified for release. Once released, the following example procedure can be updated to deploy to pre- production and eventually to production:

1. Notification of release schedule with expected changes.
2. Release notes to be provided for review.
3. County will approve moving forward with the new release for staging in the pre-production environment.
4. The system will be reviewed in the pre-production environment. The duration will be discussed with the County and will take into consideration the extensiveness of the modifications and associated risks.
5. Upon County approval of the release, Econolite will work with the County to schedule the production upgrade.
6. Econolite will work with the County to perform the upgrade of the production system.
7. A rollback procedure will be available should the production upgrade fail.

As previously stated, this is an example procedure.

Assumptions:

- The County's IT department will provide Econolite with documentation of the existing County ATMS hardware/network infrastructure, architecture, and interfaces.
- The County will review/approve software deployment in pre-production and production environments in a timely manner.

Deliverables:

- Draft System Design Document
- Final System Design Document
- Software Customization Release Notes
- Software Customization – Pre-production
- Pre-production Environment Review
- Software Customization - Production

Task 3 – Integration and Configuration

Under this task, Econolite will supply, integrate and configure Centrac's ATMS software and Centrac's SPM/Edaptive services that meets project requirements as detailed in *Section 4 of the AIP*. It is our understanding that the County will be responsible for providing computing resources for the system in a virtual environment.

Econolite will work closely with County staff to define a methodology for deploying the County's traffic signal management system in a cooperative manner. This will include coordination for setup

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of the servers, configuration of workstations, etc. Econolite will first baseline the existing system and work with County staff to further refine our understanding of project requirements as well as relevant County Information Technology (IT) Department constraints.

Central System – Set-Up

Econolite will provide a Centracs license to include the following:

- Centracs ATMS licensed for up to 500 intersections
- Centracs Advanced CCTV Module licensed for up to 300 cameras
- Centracs DMS Module licensed for up to 55 signs
- Centracs SPM for up to 50 intersections
- Centracs Edaptive for up to 50 intersections
- Centracs High Availability
- Centracs Travel Time Module

Centracs will be installed on the server expansion configured by Econolite in coordination with the County. Prior to installation on the production server environment, Econolite will set-up and configure the Centracs ATMS with all system parameters on a staging server maintained in Econolite's Colorado Springs office.

Intersection Graphics

We will develop a typical graphic representation of an intersection and submit a template to the County for review and approval. The template will include icons for:

- Intersection status (1st level)
- Intersection status with plan (2nd level)
- Intersection status with main street green (3rd level)
- Intersection phase movement display with status (4th level)

Upon agreement as to exactly how the County wants an intersection to look and what graphical elements are important to them, we will use this template to reproduce graphics for each intersection.

Intersection Properties

Each intersection will be geo-located and intersection properties, including intersection name, main street, cross street, and IP address will be configured.

Central System – Installation

Econolite will install, configure, and integrate the Centracs ATMS on virtual servers. We are assuming the County IT Department will assist Econolite with establishing a connection to the County network switch for access to the field network, the Internet, and any workstations (local or remote) that require access to the Centracs system. In addition, Econolite will work with County IT staff to identify network routes to the field network, and provisions for remote access for maintenance and software updates.

Client Software

Econolite will install and configure the Centracs client software application on up to ten (10) County-supplied workstations and/or laptops. The County will be responsible for installation of the Centracs client on any additional workstations. There is no additional cost or licensing required to add additional workstations.

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Database Conversion

Econolite will apply a thoughtful and consistent process in performing the system database conversions and testing. The following steps outline the process we will employ:

1. **Data Collection:** Econolite will obtain the most current and up to date system configuration information from the County's MIST system.
2. **Database Conversion:** To facilitate the conversion process, Econolite will provide specialized training to our team of engineers to make absolutely certain that all system elements are properly managed in the conversion process. Where possible, we would request the County provide MIST configuration information in electronic format. We do not anticipate any controller database conversions will be necessary. Rather, as part of the cutover process, we will upload each controller database from the field and store it in Centracs.
3. **Testing and Quality Control:** The converted system database will be compared with the current MIST database to verify proper conversion. Engineers will validate that the system database has been properly converted prior to making a recommendation for cutover of field controllers.
4. **Cut-Over:** The legacy MIST system will continue to operate through the cut-over process allowing monitoring and control to continue without interruption up until the controllers are ready to be moved from MIST to Centracs. To complete the cut-over, the intersection properties in Centracs will be modified from "Offline" status to "Online." As all IP addressing in the local controller will have been entered as part of the system database conversion process discussed above, the intersection will come online and be made operational in Centracs. It is anticipated that each intersection would be offline for a maximum of fifteen minutes, thereby minimizing the impacts on traffic flow.

Assumptions:

- County will provide current phase diagrams and timing/coordination sheets for each intersection.
- Any required e-mail services will be provided through the County's SMTP relay server.
- All software installations will be coordinated through the County's IT Department.
- Remote access to the servers can be arranged through the County's IT Department.
- County will provide end-to-end Ethernet communications between the Centracs server software and the traffic signal controllers at each project intersection.
- County will establish a connection to the County network switch for access to the field network, the Internet, and any workstations (local or remote) that require access to the Centracs system.
- County IT Department will provide the necessary power and time sources.
- During cut-over operations, system disruptions will not be allowed Monday-Friday during AM and PM peak traffic times. Only work items that will not cause disruption to existing operations will be permitted to be conducted remotely.
- Night and weekend cut-over activities, with permission from the County.

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Deliverables:

- Licensing:
 - Centracs ATMS licensed for up to 500 intersections
 - Centracs Advanced CCTV Module licensed for up to 300 cameras; includes the following Genetec Security Center licenses:
 - Genetec Enterprise License
 - 300 CCTV Camera Connections
 - 20 Workstation Connections
 - Centracs DMS Module licensed for up to 55 signs
 - Centracs SPM for up to 50 intersections
 - Centracs Edaptive for up to 50 intersections
 - Centracs High Availability
 - Centracs Travel Time Module
- Centracs installed, configured, and operational on the expanded County servers
- Centracs client software applications installed on ten (10) County-provided workstations.
- Intersection graphics (425 intersections)

Task 4 - Acceptance Testing

Base System Acceptance Testing

Econolite will provide a Draft Base System Acceptance Test Plan (ATP) to the County for approval 14 days before Base System Acceptance Test is to begin. The County shall review the Draft Base System ATP and provide review comments within 7 days.

Acceptance testing includes a step-by-step walk through of every procedure documented in the ATP. The ATP will be based on Econolite's existing Standard Centracs Test Procedures modified to incorporate the County's requirements contained in the RFP. Each test in the ATP will state the requirement and expected outcome.

Once the base Centracs system has been installed, exclusive of modules and software customization, and 20 intersections brought on-line, the Base System Acceptance Test will be conducted in accordance with the Base System Acceptance Test Plan (ATP).

During Base System Acceptance Test conduct, each outcome will be recorded as complied, partially complied, or failed. Each test in the ATP will be conducted via one (or more) of the following methods: demonstration, test with test equipment, analysis, and/or inspection. This phase of testing ensures that the Standard Centracs Test Procedures and the specific additional functional and performance requirements of the County are observed and proven to successfully function.

The Acceptance Test is incredibly thorough and painstakingly detailed. Econolite will conduct, document, and record all test results. The County's Project Manager (or their designee) will witness all tests and sign-off on each procedure as they are completed. At the conclusion of the Base System Acceptance Test, Econolite will prepare a test report summarizing the results of the test and documenting any areas of the test that need to be corrected. As necessary, Econolite will resolve any issues that were identified during the Base System Acceptance Test, demonstrate the proper operation to County personnel, and document the corrections.

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Final System Acceptance Testing

Econolite will provide a Final System ATP to the County for approval 30-days before the Final System Acceptance Test is to begin. The County shall review the Final System ATP and provide review comments within 14 days.

Final System Acceptance Testing will be conducted once all signalized intersections have been cut over from MIST to Centracs and all modules and software customizations are operational. Final System Acceptance Testing will follow the same procedures as outlined above for the Basic System Acceptance Test. A Final System Test Report will be prepared at the conclusion of the Acceptance Test.

90-Day Burn-In Period

Upon successful completion of the Acceptance Test, a 90-day Burn-In Period will commence. During the Burn-In Period, various issues may arise. Typically, many of these are of a minor or trivial nature, and while they will be addressed, do not constitute a system failure and do not warrant a restart of the Burn-In Period.

Econolite proposes the following priority mechanism be utilized to organize and account for the types of issues that may be encountered during the Burn-In Period. The issues would be handled as follows:

Priority One

Priority One applies if the problem could:

- Prevent the accomplishment of an operational or mission essential function, OR
- Causes loss of data or data corruption, OR
- Jeopardize safety or security

If not resolved within 24-hours after the problem is first reported to Econolite, the Burn-In Period restarts from zero days after resolution. Otherwise, the Burn-In Period continues without interruption.

Priority Two

Priority Two applies if the problem could:

- Adversely affect (but not prevent) the accomplishment of an operational or mission essential function, and no workaround is available, OR
- Adversely affect technical or cost risks to the life cycle support of the System, and no workaround is available.
- Priority Two problems include aborts, but not loss of data or data corruption.

If not resolved within 72-hours after the problem is first reported to Econolite, the Burn-In Period will be suspended until resolution, after which the day count will resume. Otherwise, the Burn-In Period continues without interruption.

Priority Three

Priority Three applies if the problem could:

- Adversely affect (but not prevent) the accomplishment of an operational or mission essential function, but a workaround is available, OR
- Adversely affect technical or cost risks to the life cycle support of the system,

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but a workaround is available.

- Priority Three problems do not include aborts or loss of data.

If not resolved by the end of the Burn-In Period, the Burn-In Period continues until resolution.

Priority Four

Priority Four applies for any problem related to the System which does not fall within Priority One, Two or Three, and should be resolved within the next two (2) New Releases. Priority Four issues will not prevent the successful completion of the Burn-In Period.

Upon successful completion of the Burn-In Period, the County will grant “Final Acceptance” and the Support period will begin.

Assumptions:

- Base System Acceptance Test will be conducted once the base Centrac system has been installed and 20 intersections have been brought on-line.
- Final Acceptance Test will be conducted after the system, including all modules and customization, has been installed and all intersections cut over.
- County will review the Base System ATP and provide review comments within 7-days.
- County will review the Final ATP and provide review comments within 14-days.
- Acceptance Tests will be performed over a consecutive 2-day period and the County’s designated representative will be available to witness/participate.
- All training will be completed before the County provides final acceptance of the system.
- All documentation will be approved before the County provides final acceptance of the system.
- Upon successful completion of the Burn-In Period, the County will grant “Final Acceptance” and the Support period will begin.

Deliverables:

- Base System Acceptance Test Plan based on Econolite’s existing Standard Centrac Test Procedures
- Final System Acceptance Test Plan based on Econolite’s existing Standard Centrac Test Procedures
- Base System Acceptance Test Report
- Final System Acceptance Test Report
- Successful completion of the 90-day Burn-In Period

Task 5 - Training

Econolite will provide all training necessary for the County to successfully operate and manage its new ATMS. Our training will be provided by Econolite product specialists and will focus on the practical application of the system software.

The proposed system training will be detailed in a Training Plan that identifies the lesson plan for each course, detailing the literature, standard operating procedures, manuals, and test materials that will be used. Econolite will submit the Training Plan to the County for review and approval 30 days prior to the scheduled start of any training.

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At the completion of system integration, Econolite will conduct an initial 8-hours of Operator Training with all training materials supplied for up to fourteen (14) people. A second 8-hour Administrative Operation and Configuration Training course will be conducted during the same time frame. These trainings will include both classroom-style instruction on system functionality and use as well as “hands-on” training and will be suitable for both traffic systems engineers and traffic signal technician staff. We understand that some areas may require more in-depth training than others and will adjust the curriculum according to the County’s needs. Training will be conducted at County facilities with access to the system for optimal understanding of the system.

The trainings will be divided into Operations and Administration sessions. Operations training will address each of the following topics:

- System Overview
- System Set-Up, Configuration, and Calibration
- Graphics Set-Up
- Basic Operations
- Advanced Operations
- Reports and Alarms Generation
- System Maintenance
- Troubleshooting

Administrative training will be provided as follows. This content can be adjusted to best meet the County’s needs:

- Introduction and Overview - This session will review the System Hardware, System Software, Centrac’s capabilities and features, and a brief tour of the Traffic Management System Workspace. The discussion will also include: How to log-on to Windows for both remote connections and local workstations, launching the Client application, logging on to Centrac’s, accessing system graphics, and an explanation of the workspace components.
- Windows Security - This session will provide a general overview of the Windows security system as well as creating and removing user accounts. Each attendee will have the opportunity to add or remove a user account to/from the system.
- Windows Event Logs - This session will cover both the System and Application Event Logs within Windows. Specific items appearing within the logs will be discussed and their relationship to system performance will be reviewed.
- Database Backups - This session will review how the system backs-up the SQL Databases and the required operator actions.
- Software Installation Procedures - This session will review the procedures used to install the Centrac’s ATMS software on a target computer. Additionally, general setup requirements for each “type” of computer will be reviewed.
- The Centrac’s Server Suite - This session will review the function of each component comprising the server software suite and will cover the Administration menu items associated with the Client application. Adding and deleting users to/from the Centrac’s system and assigning user privileges will also be reviewed.

An 8-hour customized follow-up training tailored to meet the County’s specific needs will be conducted after the County has had four months to work with the system. The syllabus of this training will be based on questions and topics posed by the County.

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In addition to formal, on-site training, we are also able to provide at no cost to the County on-demand training via the Econolite Learning Center (<http://learn.econolite.com/>).

Assumptions:

- Trainings will be conducted at a County facility with real-time access to the installed system.
- Each of the trainings will be conducted during a single 8-hour day and County personnel will be available to participate in the training.
- Trainings will be provided for approximately fourteen (14)

individuals Deliverables:

- Draft Training Plan
- Final Training Plan
- Training Documentation and Manuals (Electronic and Hard Copy)
- Three (3) 8-hour training sessions (Operations, Administration, Follow-Up)
- Hard copies (up to 14) and an electronic copy of all training materials
- Access to additional training via the Econolite Learning Center

Task 6 – Maintenance and Support Services

Econolite will commence providing maintenance and support services at the successful completion of the 90-day burn-in period. Our maintenance and support services cover all defects and bugs in the Centracs central system software and entitles the County to free software updates.

In addition, we provide unlimited remote technical support via phone and Internet and, of course, our local support team is close by to answer any questions, solve virtually any problem, and provide assistance to help the County get the most productivity out of its new Centracs system.

Econolite will provide the County with a dedicated account representative (Connie Braithwaite), customer service representative (Hank Ack), and technical service representative (Ron DeSimone) for the duration of the Maintenance and Support period.

Regular support is available during normal business hours, 8am to 5pm Eastern Time. For emergencies, Econolite also has a toll-free 24x7 maintenance hotline that can log trouble tickets and generate appropriate responses after hours.

For issues requiring a deeper level of technical support, Econolite has a dedicated staff of maintenance professionals and a support group to supplement the local team. These professionals are dedicated exclusively to supporting deployed Centracs systems and feature a team unmatched in the industry. Our Centracs system support engineers provide a managed process that responds quickly to any customer questions and problems as they arise.

To facilitate access by these individuals, we propose to utilize a VPN connection to remotely access the system and assist in diagnostics and troubleshooting. This is a very effective approach and enhances efficiency and reduces County staff time for troubleshooting. In addition, software updates can also be loaded remotely through this connection. We will work with the County's IT group to establish access which is compatible with the County's IT policy.

Our proposal includes 1 year of Premier Software Maintenance, as described in *Section 5 of the AIP*. During this 1-year period, Econolite will provide the following support services:

- Technical Support – Assist County staff with routine questions about the use,

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configuration, management, and troubleshooting of Centracs.

- On-Site Support - Econolite will provide one (1) annual one-week long onsite visit by an Econolite engineer. This visit can be used by the County at any time during a maintenance and support year for the purposes of system training and support activities.
- Software Upgrades – Econolite will provide all released upgrades to the County. Software upgrades include those to address errors, defects, security flaws, etc. and those that provide enhancements, new features, new functions, etc. Centracs will retain all system, user configuration, and preferences when applying software upgrades. If requested by the County, Econolite will provide technical support to install software upgrades.

Addition years of maintenance can be purchased at a later date. So long as the system is under maintenance, all Centracs updates are available at no additional charge. New feature releases are also included in the support and we typically release one upgrade per year, further assuring the County will remain on the leading edge of technology well into the future.

Assumptions:

- Per the resultant contract, the County does not perform any acts that void the Warranty.
- The County will provide VPN access that allows Econolite remote access into Centracs so that we can provide support, warranty, and maintenance services from our Colorado Springs Technical Center.

Deliverables:

- Centracs Premier Software Maintenance– 1 Year
- Genetec Software Maintenance for 300 Cameras – 1 year
- Annual (at a minimum) Centracs Software Upgrades
- 1-week annual on-site support visit by an Econolite engineer
- Dedicated account representative (Connie Braithwaite), customer service representative (Hank Ack), and technical service representative (Ron DeSimone) for the duration of the Maintenance and Support period.

Schedule

Our proposed schedule and payment milestones will be developed upon finalization of the project scope.

3. Custom Software and Additional Items

A number of Functional Requirements listed in the RFP require custom software development in order for our solution to fully comply. Such items are listed within this section with associated prices provided in *Section 4. Price Proposal – Custom Software and Additional Items*. These items are described at a high level in *Section 7 of the AIP*; the specific scope for each optional item would be defined during development of the System Design Document. This section also includes some additional services and system solutions as requested by the County.

- *Custom Software: CCTV (Functional Requirements 5.2, 5.7 and 5.8)*
- *Custom Software: DMS (Functional Requirements 5.10, 5.12 and 5.14)*
- *Custom Software: DMS Travel Time (Functional Requirement 5.18)*
- *Custom Software: DMS Color Graphics (Functional Requirement 5.19)*
(EXCLUDED FROM PROJECT SCOPE)
- *Custom Software: Signal Stop Time (Functional Requirement 6.4.k)*

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- *Custom Software: Additional Travel Time Sources on Map (Functional Requirement 6.15)*
- *ATMS Dashboard (Functional Requirements 9.4 and 9.5)*
- *Custom Software: Waycare*
- *Video Transcoder and Web Solution*
- *Autoscope Camera Device Configuration/Integration with Centracos*
- *Autoscope Icon / DCMS Module*
- *Hardware Furnish and Installation*

Econolite has included a contingency budget for Time & Materials work. Additionally, any remaining contingency budget can be used over the course of the project at the County's discretion. In order to allocate the remaining contingency funds, Econolite will prepare a scope and estimate for the work to be accomplished with those funds for review and approval by the County.

EXHIBIT B: INSURANCE REQUIREMENTS

- a) If certificate received with bid was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- b) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- c) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- d) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
- (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- e) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- f) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- g) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture

EXHIBIT B: INSURANCE REQUIREMENTS

must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.

- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.
 - (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
 - (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- h) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$ 1,000,000

EXHIBIT B: INSURANCE REQUIREMENTS

- (4) Technology E&O (Errors and Omissions) Insurance with at least minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$ 2,000,000
General Aggregate	\$ 2,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

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4. Price Proposal: Base System

PROJECT DELIVERABLES	QTY	UNIT OF MEASURE	UNIT PRICE	NOT TO EXCEED EXTENDED PRICE
1. Standard Licensing Components				
Core System License (500 Intersections)	1	LS	\$ 147,765.93	\$ 147,765.93
SPM Subscription (50 Intersections)	1	YR	\$ 17,885.00	\$ 17,885.00
Edaptive Subscription (50 Intersections)	1	YR	\$ 12,227.50	\$ 12,227.50
Advanced CCTV License (300 CCTV Cameras)	1	LS	\$ 155,058.61	\$ 155,058.61
DMS License (55 signs)	1	LS	\$ 65,812.50	\$ 65,812.50
BlueTOAD Travel Time License	1	LS	\$ 15,187.50	\$ 15,187.50
Centracs High Availability License	1	LS	\$ 37,535.35	\$ 37,535.35
2. Implementation Services				
Project Management	1	LS	\$ 40,662.83	\$ 40,662.83
SPM Setup (50 Intersections)	1	LS	\$ 21,200.00	\$ 21,200.00
Edaptive Setup (50 Intersections)	1	LS	\$ 10,000.00	\$ 10,000.00
Software Integration	1	LS	\$ 104,406.93	\$ 104,406.93
Custom Software: CCTV (Rqmts. 5.2, 5.7 and 5.8)	1	LS	\$ 82,598.04	\$ 82,598.04
Custom Software: DMS (Rqmts. 5.12 and 5.14)	1	LS	\$ 15,985.37	\$ 15,985.37
Custom Software: DMS Travel Time (Rqmts. 5.18)	1	LS	\$ 23,249.75	\$ 23,249.75
Custom Software: Waycare	1	LS	\$ 162,117.70	\$ 162,117.70
Acceptance Testing	1	LS	\$ 18,623.31	\$ 18,623.31
Training	1	LS	\$ 17,940.46	\$ 17,940.46
3. Annual Maintenance & Support Services (Year 1 Only)				
Centracs / Genetec SMA (Year 1)	1	YR	\$ 49,188.79	\$ 49,188.79
Waycare Interface Subscription (Year 1)	1	YR	\$ 111,736.76	\$ 111,736.76
4. Hardware				
Hardware and Integration				\$ 180,582.39
5. Travel				
Not-to-Exceed Lump Sum (paid in accordance with Florida Statue 112.061.)				\$ 65,765.68
6. Contingency				
Contingency				\$ 200,000.00
Summary of Base Project Deliverables				
1. Total Software Licensing				\$ 451,472.39
2. Total Implementation Services				\$ 496,784.39
3. Year 1 Maintenance & Support Services				\$ 160,925.55
4. Hardware				\$ 180,582.39
5. Travel Costs				\$ 65,765.68
6. Contingency (includes T&M for DMS Functional Rqmt 5.10)				\$ 200,000.00
			Total Pricing for Base System	\$ 1,555,530.40

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4. Price Proposal: Custom Software and Additional Items

PROJECT DELIVERABLES	QTY	UNIT OF MEASURE	UNIT PRICE	NOT TO EXCEED EXTENDED PRICE
Custom Software: Signal: Stop Time (Rqmt. 6.4.k)	1	LS	\$ 3,106.04	\$ 3,106.04
Custom Software: Other TT Sources on Map (Rqmt. 6.15)	1	LS	\$ 53,353.78	\$ 53,353.78
Custom Software: Dashboard (Rqmts. 9.4, 9.5)	1	LS	\$ 5,000.38	\$ 5,000.38
Video Transcoder / Web Interface	1	LS	\$ 111,577.46	\$ 111,577.46
Autoscope Camera Device Config / Integration with Centrac	1	LS	\$ 19,864.86	\$ 19,864.86
Autoscope Icon / DCMS	1	LS	\$ 15,187.50	\$ 15,187.50
Total Pricing for Additional Items				\$ 208,090.02
GRAND TOTAL				\$ 1,763,620.42

***Additional Services:**

The County may elect to have Contractor perform work that is not specifically described in the Scope of Work but is related to the Services (the "Additional Services"), in which event the successful proposer shall perform such on a time and materials basis, at an hourly rate not to exceed: \$175.00/hour

**Unit pricing is negotiable based upon line items selected and County's available budget in order to achieve best value solution.

Note that Custom / Additional Items or proposed configurations may change based on ultimate system configuration or system interfaces.

EXHIBIT D: PAYMENT / INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, “The Local Government Prompt Payment Act.” Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier’s name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County’s Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County’s Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information	Company name, mailing address, phone number, contact name and email address as provided on the PO
Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

SERVICES AGREEMENT

EXHIBIT E: DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.