

Merry Celeste, CPPB
Division Director
Purchasing and Risk Management

January 19, 2023

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: Pinellas Connected Community Project - ATCMTD.

PROPOSAL NUMBER: 23-0029-RFP

PROPOSAL SUBMITTAL IS DUE: February 7, 2023 @ 3:00 P.M.

ADDENDUM NO. 3

Following is additional information, clarifications, questions and responses relative to referenced Request for Proposal (RFP):

CHANGE(S):

The submittal due date for this RFP is change from January 31, 2023, to **February 7, 2023 @ 3:00 P.M.**

QUESTION(S)/RESPONSE(S):

1. Question: Can you provide a list of all permits required for installation of the field devices requested?
Response: The anticipated permits are limited to right-of-way use permits for any work that occurs on non-County right-of-way. The County will be the applicant, so there will be no permit fees. Any additional local permits are based on location of the work.
2. Question: Would the County consider a C2X-only RSU, since DSRC has been degraded by recent FCC rulings?
Response: After further consideration C-V2X or Dual Mode will be accepted for the project.
3. Question: Can the County clearly define the maintenance responsibilities of the vendor related to the signals? Will maintenance of detection, ped buttons, signal displays, etc. be the vendors responsibility or just the equipment installed as part of this project?
Response: Signals remain the responsibility of the County / City that has maintenance responsibility. The Vendor's responsibility is solely for the RSU and Video Analytics equipment that is added to the location.
4. Question: Can the County confirm all of the intersections within the project are on the County's ATMS network through fiber communications?
Response: All intersections are on County ATMS with fiber communications except for the 6 intersections in St Petersburg, 49th Street from 144th Avenue to US 19 and the area around the Clearwater - St Pete airport, which is currently under construction. For these intersections alternate communications may be required

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Clearwater, Florida 33756
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FAX: (727) 464-3925
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5. Question: Does the County have Adaptive Signal Control along any of these corridors and if so, what manufacturer? Which specific intersections have the ASCT?

Response: InSync adaptive software is being used on Belcher Road from Klosterman Road to Druid Road, SR 60 from Court Street to Patel Blvd and East Bay Drive from Indian Rocks to 58th Street.

6. Question: What specific permitting will be the responsibility of the vendor to obtain for the project?

Response: The anticipated permits are limited to right-of-way use permits for any work that occurs on non-County right-of-way. The County will be the applicant, so there will be no permit fees. Any additional local permits are based on location of the work.

7. Question: Vendor is concerned with the 270-day delivery timeline stated in the RFP page 16. (1) The schedule provided by the County in response to Question 5 indicates an expected 1-year timeframe for the Systems Integration Vendor to successfully deliver the PCC solution. The schedule shows a 9/28/2022 start date and system acceptance testing concluding on 10/1/2023. (2) the provided SEMP on page 30 Figure 10 shows a typical timeline for a software development project. This diagram shows a 6-month timeline to get through the preliminary design review and another 2 months from TRR to Go Live. (3) While the original ATCMTD grant application recommended a 1-year deployment, it did not account for the extensive documentation (20+ documents) that is indicated in the current RFP. The preparation and review cycles for these documents is a major schedule risk. We recommend the County consider extending the timeline to a minimum of 12 months with an appropriate reduction in required documentation.

Response: A high-level schedule should be included in the proposal for consideration by the County.

8. Question: Please clarify the statement on Page 16 item 6 that states: "270 calendar days after start date as stipulated in the notice to proceed and upon an approved detailed work plan." Section E on page 40 states that the approved work plan must be completed before NTP. Should the RFP be amended to state "270 calendar days after NTP"

Response: Item 6 on Page 16 should be modified as follows:

"Unless otherwise agreed upon, all installation, acceptance testing, and training activities of the system components shall be completed within two hundred seventy (270) calendar days after start date as stipulated in the notice to proceed. and upon an approved detailed work plan."

A high-level schedule should be included in the proposal for consideration by the County.

9. Question: The graphic at the bottom of Page 25 is clear that the "Connected Mobility Platform" (CMP) and the "SCDP Graphical User Interface" are existing systems. Further, the Yellow boxes represent existing interfaces, functions and capabilities. The "Connected Mobility Command Center" (CMCC) is introduced on the following page and this element too is an existing system that is understood to be provided by Kapsch. Can the county verify this understanding and provide insight which firms, or entities also built the "Connected Mobility Platform" (CMP) and the "SCDP Graphical User Interface"?

Response: All existing systems were developing and implemented by Kapsch. The SCDP and the CMCC were both developed by Kapsch under different projects and are not part of the same system.

10. Question: Who are the existing suppliers for the following existing systems? a. Connected Mobility Platform b. Smart City Data Platform c. SCDP Graphical User Interface d. Advanced Traffic Management System e. Connected Mobility Command Center.

Response:

- a. **Connected Mobility Platform - KAPSCH**
- b. **Smart City Data Platform - KAPSCH**
- c. **SCDP Graphical User Interface - KAPSCH**
- d. **Advanced Traffic Management System - Econolite Systems**
- e. **Connected Mobility Command Center – KAPSCH**

11. Question: The term is three years with potential for a five-year extension. However, the pricing table allows for 2–24-month periods. Is this a potential conflict? Also, do the 2–24-month periods run currently or in sequence?

Response: A high-level schedule should be included in the proposal for consideration by the County.

12. Question: Referring to requirement DR001.8 "The system shall deploy Intersection Video Analytics (IVAs) added to existing Pinellas County Closed-Circuit Television (CCTV) for both a pedestrian and work zone detection system.": Could you please elaborate whether our understanding is correct that the IVA application shall run on video streams from CCTV cameras that are already existent? If yes, could you list how many cameras exist today and what manufacturers these are from?

Response: DR001.8 should read "The system shall deploy Intersection Video Analytics (IVAs) at designated signalized intersections for pedestrian detection, vehicle classifications, and detection of various elements."

It is anticipated that new fixed mount CCTV cameras will be required for each IVA system.

13. Question: Referring to requirement DR008.33 "The Traffic CV Management System shall monitor status of tamper alert devices to the extent that monitoring does not interfere with tamper alert operations.": Could you elaborate what a tamper alert is?

Response: It is anticipated that the RSU will have security protection of data. These security or tamper alerts should be transmitted back to the CV management software.

14. Question: Bullet 4 RFP on page 25 States in bullets 4 and 7 "Utilize 3rd party developers". Can it be assumed that vendors can provide this functionality? Please update bullets to delete this reference and start sentence with "Provide"

Response: YES, Vendor can provide this functionality. Bullets four (4) and seven (7) are now updated in the Scope of Work as:

- **Provide Cellular-based On-Board Unit (C-OBU) / Personnel Information Devices (PID). PIDs may be used by a person walking, bicycling or in a work zone. C-OBUs will function as an OBU in in vehicles**
- **Provide an incentivization application for corridor load balancing and demand management**

15. Question: Additional RSUs RFP States "Multiple RSU manufacturers will be used" - can the vendor provide a single type of RSU? Must RSUs from multiple manufacturers be provided - if so, please provide guidance.

Response: RSUs must be provided by at least 2 manufacturers.

16. Question: DMM Please specify how many DMS there are at US19 and where they are placed.

Response: Clarification to Scope: The anticipated locations that will test the Load Balancing include the primary US 19 corridor along with the secondary roadway of Belcher and East Lake Road, additionally another primary route will be Ulmerton Road (SR 688) with the alternate route being East Bay Drive / Roosevelt (SR 686).

17. Question: Additional Planning Documents Page 33. Please remove the bullet on Page 33 regarding the ConOps as the requirement to update the ConOps is listed on page 31.
Response: Disregard the Additional Planning Document section bullet referring to ConOps updates.
18. Question: Are the RSU's and OBU's required to be dual mode based on the latest FCC court ruling?
Response: County has determined Dual mode or C-V2x are acceptable.
19. Question: Is the C-OBU expected to be cellphone application or a custom device that has cellular connectivity?
Response: Cell phone application
20. Question: How will compensation be provided during the deployment and development of the system?
Response: Software Development would be paid as % complete. Construction will be based on quantity installed and accepted by County.
21. Question: Section E - Scope of Work; E. New System Components Page 26 - IVA
Section E - Scope of Work; E. New System Components Page 26 - IVA For the IVA, is it expected for the vendor to use existing cameras or do vendors need to provide and install cameras as part of the IVA solution?
Response: DR001.8 should read ""The system shall deploy Intersection Video Analytics (IVAs) at designated signalized intersections for pedestrian detection, vehicle classifications, and detection of various elements. It is anticipated that new fixed mount CCTV cameras will be required for each IVA system.
22. Question: Attachment 2 Functional Requirements / DR001.10; What should the sentence ending "...and readable by RSUs"" mean and indicate? Can you clarify please?
Response: Should say "The system shall deploy Dash Cams for Mobile Video Analytics (MVAs) to assist with predictive analytics with the data to be integrated into the MVA and C-OBU."
23. Question: Attachment 2 Functional Requirements / 1.2.1.2; Is the assumption correct that the 'current versus historical travel times' in this requirement pertain to the 3 parallel routes subject to the RFP? If not, for which routes does the CPP need to provide travel times?
Response:Clarification to Scope: The anticipated locations that will test the Load Balancing include the primary US 19 corridor along with the secondary roadways of Belcher and East Lake Road, additionally another primary route will be Ulmerton Road (SR 688) with the alternate route being East Bay Drive / Roosevelt (SR 686).

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 48 under Addendum No.3 and return with completed proposal package.

Sincerely,

Merry Celeste

Merry Celeste, CPPB
Division Director
Purchasing and Risk Management

Merry Celeste, CPPB
Division Director
Purchasing and Risk Management

December 21, 2022

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: Pinellas Connected Community Project - ATCMTD.

PROPOSAL NUMBER: 23-0029-RFP

PROPOSAL SUBMITTAL IS DUE: January 31, 2023 @ 3:00 P.M.

ADDENDUM NO. 2

Following is additional information, clarifications, questions and responses relative to referenced Request for Proposal (RFP):

QUESTION(S)/RESPONSE(S):

1. Question: Where would you like Attachment B - Disclosure of Lobbying Activities (pg 15) placed within the proposal? It is not stated in the suggested format section on pg 44
Response: Grant information may be placed at the end of the proposal.
2. Question: Where would you like us to include the Section F - Proposal Summary (pg 45). It is not stated in the suggested format section on pg 44
Response: Section F - Proposal Summary may be placed at the end of the proposal.
3. Question: Section I (pg 14) states to include the reference information requested in Section D. (pg 23).
• Section D Vendor References (pg 23) also appears to be a requirement listed as a separate tab for c) Section D (pg 44). Please confirm that supplying Section D Vendor References (pg 23) as a separate tab for c) Section D (pg 44) will suffice, and that it is not needed in b) Section B; Section I.
Response: Section D – Vendor References only needs to be submitted once in the proposal.
4. Question: Section VI (Section F) Cost Proposal (pg 15) is listed as a requirement under b) Section B (pg 44). It is also included in d) Section E (pg 44). It is also listed as a separate tab under e) Section F (pg 44). Please confirm that supplying this requirement as its own separate tab for e) Section F will suffice, and that it is not needed in b) Section B; Section VI or d) Section E.
Response: We agree with the assumption that it should just be in Section F, references in Section B Section VI and Section E - Cost Proposal could be removed.
5. Question: Depending on interpretations, Federal funds may not be available for incentives. If so, will the county provide funding outside of this contract for incentives?
Response: If the federal funding is not allowed, then the County will provide the funding if necessary for the load balancing incentive solution.

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6. Question: Will the county take the lead for PR and market outreach so travelers are aware of the mobile app, or will the contractor be responsible?

Response: The app will be used by County staff, stakeholders, and targeted volunteers initially. The County may determine after the initial release to distribute the app to the public. If so, the County will provide the market outreach to the public.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section **G**, Page **48** under Addendum No.2 and return with completed proposal package.

Sincerely,

A handwritten signature in cursive script that reads "Merry Celeste".

Merry Celeste, CPPB
Division Director
Purchasing and Risk Management

Merry Celeste, CPPB
Division Director
Purchasing and Risk Management

December 8, 2022

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: 23-0029-RFP: Pinellas Connected Community Project - ATCMTD

PROPOSAL NUMBER: 23-0029-RFP

PROPOSAL SUBMITTAL IS DUE: January 31, 2023 @ 3:00 P.M.

ADDENDUM NO. 1

Following is additional information, clarifications, questions and responses relative to referenced Request for Proposal (RFP):

CHANGE(S):

The submittal due date for this RFP is change from January 5, 2023, to **January 31, 2023 @ 3:00 P.M.**
The question due date is extended from December 16, 2022, to **January 10, 2023 @ 3:00 P.M.**

QUESTION(S)/RESPONSE(S):

1. Question: First paragraph on P24 of 50 states: "Attached to this RFP includes the Project Management Plan (PMP), Concept of Operations (ConOps) and System Engineering Management Plan (SEMP). It appears these documents were not attached to the published RFP. Would the agency be able to provide these documents.

Response: See attached three (3) documents:

- **Project Management Plan (PMP)**
- **Concept of Operations (ConOps)**
- **System Engineering Management Plan (SEMP)**

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section **G**, Page **48** under Addendum No.1 and return with completed proposal package.

Sincerely,



Merry Celeste, CPPB
Division Director
Purchasing and Risk Management

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PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
400 S. FT. HARRISON AVENUE
ANNEX BUILDING – 6TH FLOOR
CLEARWATER, FL 33756



REQUEST FOR PROPOSAL

RFP – FORMAL/INFORMAL

*SUBMITTALS ARE OPENED PUBLICLY AND
ARE ACCEPTED VIA OPENGOV*

THE MISSION OF PINELLAS COUNTY

Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.

ISSUE DATE: Monday, November 28, 2022

SOLICITATION NUMBER: **23-0029-RFP**

SOLICITATION TITLE: **Pinellas Connected Community Project - Advanced Transportation and Congestion Management Technologies Deployment (ATCMTD)**

DEADLINE FOR WRITTEN QUESTIONS: Friday, December 16, 2022 by 3:00 PM Eastern Time

SUBMIT QUESTIONS: ALL QUESTIONS MUST BE SUBMITTED IN OPENGOV WITHIN THE Q&A - SECTION.

ALL SUBMITTALS ARE DUE BY: Thursday, January 5, 2023 by 3:00 PM Eastern Time

PRE-CONFERENCE INFORMATION: December 13, 2022 @ 11:00 AM via Microsoft TEAMS

SITE VISIT INFORMATION: N/A

SOLICITATION CONTACT INFORMATION:

NAME: Alex Meloy

EMAIL: almeloy@pinellascounty.org

SUBMITTALS MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER OPENING DATE.

The Purchasing and Risk Management Division for the Pinellas County Board of County Commissioners has transitioned to OpenGov Procurement for contractor/vendor registration, and for posting, submitting and receiving bids, quotes and proposals for active solicitations. Contractors/Vendors must register with OpenGov Procurement (<https://procurement.opengov.com/signup>) to bid on active County solicitations.

Should you need technical assistance with OpenGov, the following options are available for assistance:

- Phone: (855) 680-4747, 8 a.m. to 8 p.m., Monday - Friday
- Email: procurement-support@opengov.com
- Chat is available in the OpenGov application
- Web: <https://help.procurement.opengov.com>

Please Note:

From time to time, addenda may be issued to this solicitation. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm, from which you obtained this solicitation.

Before submitting, you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.

AUTHORIZED BY:



Amanda Richardson for
Merry Celeste

Merry Celeste, CPPB
Division Director of Purchasing and Risk Management

CONTRACTOR MUST COMPLETE THE FOLLOWING

CONTRACTORS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIVE AND RESPONSIBLE SUBMITTAL RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A CONTRACTOR DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE SOLICITATION OPENING DATE AS ADVERTISED. BY SIGNING THIS SUBMITTAL FORM, CONTRACTORS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER SOLICITATION TERMS AND CONDITIONS, INCLUDING ANY INSURANCE REQUIREMENTS CONTAINED HEREIN.

CONTRACTOR NAME: _____ (As shown on W-9)
DBA: _____ (If applicable)
MAILING ADDRESS: _____ (As shown on W-9)
CITY / STATE / ZIP: _____ (As shown on W-9)
CONTRACTOR EMAIL: _____ (Primary Company Email Address)
REMIT TO NAME: _____ (As Shown on contractors Invoice)
FEIN#: _____ (As shown on W-9)

PAYMENT TERMS: ____% ____ DAYS, NET 45 (PER F.S. 218.73)
DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ _____

Proper Corporate Identity is needed when you submit your quote, especially how your firm is registered with the Florida Division of Corporations. Please visit dos.myflorida.com/sunbiz/ for this information. It is essential to return a copy of your W-9 with your quote. Thank you.

CONTRACTOR CONTACT INFORMATION

CONTACT NAME: _____
PHONE NUMBER: _____
FAX NUMBER: _____
EMAIL ADDRESS: _____

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS RFP EXCEPT AS NOTED BY EXCEPTION, INCLUDING ALL INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS RFP FOR THE PROPOSER.

AUTHORIZED SIGNATURE: _____
PRINT NAME: _____
TITLE: _____

SEE SECTION F FOR PRICING SUMMARY
THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

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SECTION A - GENERAL CONDITIONS

SECTION A - GENERAL CONDITIONS

1. CONTRACTOR SUBMISSION

- a. Submittals shall be uploaded utilizing OpenGov procurement website (<https://secure.procurenow.com/portal/pinellasfl>). Failure to comply could result in the submittal being rejected.
- b. Submittals must be on the forms furnished. Submittals sent via email will not be considered.

2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of specifications or any other contractor documents. All questions pertaining to the terms and conditions or scope of work of this solicitation must be sent in writing (electronically) to the Purchasing and Risk Management Division and received by the date specified in solicitation. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the solicitation. All such addenda shall become part of the agreement documents. The County will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award of the agreement. The Purchasing and Risk Management Division will be unable to respond to questions received after the specified time frame.

3. DESCRIPTION OF GOODS/SERVICES/SUPPLIES

- a. Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Submittals will be considered for all brands which meet the quality of the specifications listed for any items.
- b. Contractors are required to state exactly what they intend to furnish otherwise they shall be required to furnish the items as specified.
- c. Contractor submission shall include all data necessary to evaluate and determine the quality of the item(s) they intend to furnish.

4. ALTERNATES

Unless otherwise provided in the solicitation, alternatives may be included in the plans, specifications, and/or solicitation. When the County includes alternates in the solicitation, the contractor shall indicate on the submittal the cost of said alternate and sum to be deducted or added to the base pricing. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein. If the contractor is proposing an alternate that is not provided in the solicitation, alternate(s) must be submitted within the OpenGov Q & A section prior to the question deadline, and receive approval prior to the solicitation opening date in order to be considered for award.

5. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS

In addition to all other rights of the County under Florida law, the County specifically reserves the following:

- a. Pinellas County reserves the right to rank contractors and negotiate with the highest-ranking contractor. Negotiation with an individual vendor does not require negotiation with others.
- b. Pinellas County reserves the right to select the contractor that it believes will serve the best interest of Pinellas County.
- c. Pinellas County reserves the right to reject any or all submittals. The respective constitutional officer, county administrator on behalf of the board of county commissioners or within their delegated financial approval authority, or director of purchasing, within their delegated financial approval authority shall have the authority when the public interest will be served thereby to reject all submittals or parts of submittals at any stage of the procurement process through the award of the agreement.
- d. Pinellas County reserves the right to cancel the entire submittal.
- e. Pinellas County reserves the right to remedy or waive technical or immaterial errors in the solicitation or submittals received.

SECTION A - GENERAL CONDITIONS

- f. Pinellas County reserves the right to request any necessary clarifications or revisions data without changing the terms of the solicitation.
- g. Pinellas County reserves the right to require the contractor to perform the services required on the basis of the original submittal without negotiation.

6. EVALUATION CRITERIA

The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible and qualified submittals. Contractor shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their submittal. Each submission shall be evaluated and ranked by an Evaluation Committee. The contract will be awarded to the most qualified contractor, per the evaluation criteria listed in the Scope of Work of the solicitation.

7. COSTS INCURRED BY PROPOSERS

All expenses involved with the preparations and submissions to the County and any oral presentations, or any work performed in connection therewith, shall be borne solely by the contractor(s). No payment will be made for any responses received, or for any other effort required of, or made by, the contractor(s) prior to contract commencement unless otherwise specified in the Scope of Work in this solicitation.

8. ORAL PRESENTATION

An oral presentation may be requested of any contractor, at the Evaluation Committee's discretion. If an oral presentation is requested the written evaluation process shall be utilized to short list proposals. If required as part of the evaluation process, the oral presentation shall be scored as specified in the Scope of Work of the RFP. The most qualified contractor as determined by evaluation process shall proceed with the contracting process.

9. 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 or services required hereunder. The contractor further represents that no person having any such interest shall be employed during the agreement term and any extensions. In addition, the contractor shall not offer gifts or gratuities to County employees as County employees are not permitted to accept gifts or gratuities. By signing this document, the contractor acknowledges that no gifts or gratuities have been offered to County employees or anyone else involved in this competitive solicitation process.
- b. The contractor shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the contractor. The County agrees to notify the contractor of its opinion, by certified mail, within thirty days of receipt of notification by the contractor.
- c. It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – (727) 45FRAUD (453-7283)

Fax – 727-464-8386

10. WITHDRAWAL OF PROPOSAL

The submittal may be withdrawn prior to the bid opening date; however, a submittal may not be withdrawn for a period of time as specified in this solicitation document.

SECTION A - GENERAL CONDITIONS

11. LATE PROPOSAL OR MODIFICATIONS

- a. Submittals and modifications received after the time set for the submission will not be considered. This upholds the integrity of the process.
- b. Modifications in writing received prior to the time set for the submittal will be accepted.

12. PROPOSALS FROM RELATED PARTIES / MULTIPLE PROPOSALS RECEIVED FROM ONE VENDOR

Where two (2) or more related parties each submit a proposal or multiple proposals are received from one (1) vendor, for any contract, such proposals shall be judged non-responsive. Related parties mean proposers or the principles thereof, which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principles thereof of one (1) proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

13. JOINT VENTURES

All contractors intending to submit as a joint venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting (see Section 489.119 Florida Statutes).

Joint ventures must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

14. PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated by the contractor(s), the contractor(s) agree to make available to all Government agencies, departments, and municipalities the prices submitted in accordance with said terms and conditions therein, should any said governmental entity desire to buy under this solicitation. Eligible users shall mean all State of Florida Agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the agreement.

15. COLLUSION

The contractor, by affixing his signature to this proposal, agrees to the following: "Contractor certifies that its submittal is made without previous understanding, agreement, or connection with any person, firm or corporation making a submittal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

16. STATEMENT RELATIVE TO PUBLIC ENTITY CRIMES

Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and contractor agrees that its submittal and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. contractor represents and certifies that contractor is and will at all times remain eligible to submit for and perform the services subject to the requirements of these, and other applicable, laws. contractor agrees that any agreement awarded to contractor will be subject to termination by the County if contractor fails to comply or to maintain such compliance.

17. COUNTY 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; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

SECTION A - GENERAL CONDITIONS

18. VARIANCE FROM STANDARD TERMS & CONDITIONS

All standard terms and conditions stated in this section apply to this Agreement except as specifically stated in the subsequent sections of the document, which take precedence over this section, and should be fully understood by contractors prior to submitting on this requirement.

19. ADA REQUIREMENT FOR PUBLIC NOTICES

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727-464-4062 (voice/tdd) fax 727-464-4157, not later than seven days prior to the proceeding.

20. PROCUREMENT POLICY FOR RECYCLED MATERIALS

- a. Pinellas County wishes to encourage its contractors to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.
- b. When awarding a purchase or recommending a purchase for products, materials, or services, the Director of Purchasing and Risk Management may allow a preference to a responsive contractor who certifies that their product or material contains the greatest percentage of postconsumer material. If solicitation includes paper products, contractor must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.
- c. On all quotes over fifty thousand dollars (\$50,000) and informal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing and Risk Management shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.
- d. Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying submittal received.

Definitions for Recycled Materials:

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial, or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

21. ADDITIONAL REQUIREMENTS

The County reserves the right to request additional goods or services relating to this agreement from the contractor. When approved by the County as an amendment to this agreement and authorized in writing, the contractor shall provide such additional requirements as may become necessary.

22. AGREEMENT

In addition to being subject to all terms and conditions in this solicitation, all responses are subject to the terms and conditions in the agreement attached to the solicitation. Additional or modified terms and conditions in the agreement may be necessary depending on the responses to the solicitation, including any exceptions stated by the contractor as required by Section A, PREPARATION OF SUBMITTAL of this solicitation. However, the County may reject any exception proposed by the contractor and shall not be bound by any additional or modified terms and conditions that are in conflict with the terms and conditions in the agreement, or are not acceptable to, or have been declared to be non-negotiable by the County, as determined in its sole discretion.

SECTION A - GENERAL CONDITIONS**23. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS**

Contractors shall use the original solicitation form(s) provided by the Purchasing & Risk Management Division and enter information only in the spaces where a response is requested. Contractors may use an attachment as an addendum to the solicitation form(s) if sufficient space is not available on the original form for the contractor to enter a complete response. Any modifications or alterations to the original solicitation documents by the contractor, whether intentional or otherwise, will constitute grounds for rejection of a solicitation. Any such modifications or alterations a contractor wishes to propose must be clearly stated in the contractor's submittal response and presented in the form of an addendum to the original solicitation documents.

24. PUBLIC RECORDS/TRADE SECRETS

Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that contractor desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and contractor shall provide an additional copy of the contractor's submittal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the contractor signature page, contractor acknowledges and agrees:

- i. That after notice from the County that a public records request has been made for the materials designated as a trade secret, the contractor shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than ten (10) calendar days from the date of notification or contractor will be deemed to have waived the trade secret designation of the materials;
- ii. That to the extent that the contractor with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating agreement terms, approving any agreement based on the contractor, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final agreement award;
- iii. To indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the contractor, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- iv. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Contractor agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire submission document, line item and/or total contractor prices, the work, services, project, goods, and/or products to be provided by contractor, or any information, data, or materials that may be part of or incorporated into an agreement between the County and the contractor is not acceptable to the County and will result in a determination that the contractor submittal is nonresponsive; the classification as trade secret of any other portion of a submittal document may result in a determination that the submittal is nonresponsive.

SECTION A - GENERAL CONDITIONS**25. LOBBYING**

"Lobbying shall be prohibited on all county competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, "lobbying" shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director."

(Ord. No. 02-35, 5-7-02; Ord. No. 04-64, § 12, 9-21-04; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 10-09, § 6, 2-16-10; Ord. No. 11-23, § 2, 7-26-11; Ord. No. 14-11, § 5, 2-11-14; Ord. No. 18-34, 10-23-18).

26. PROTEST PROCEDURE

As per Section 2-162 of County Code

- a. Right to Protest. "A vendor who is aggrieved by the contents of the bid or proposal package, or a vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section shall not be reviewed."
- b. "Posting. The purchasing department shall post the recommended award on or through the departmental website."
- c. Requirements to protest.
 1. "If the protest relates to the content of the bid or proposal package, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after issuance of the bid or proposal package."
 2. "If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after posting of the award recommendation."
 3. "The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds."

SECTION A - GENERAL CONDITIONS

4. "A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder or proposer."
 - d. "Sole remedy. These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award."
 - e. "Lobbying. Protestors and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any county official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office to address situations such as clarification and/or pose questions related to the procurement process. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration."
 - f. "Time limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal."
 - g. "Authority to resolve. The director shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. EST on the tenth full business day after the filing thereof."
 - h. "Review of director's decision."
 1. "The protesting party may request a review of the director's decision to the county administrator by delivering written request for review of the decision to the director by 5:00 p.m. EST on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the bidder or proposer deems relevant to the issues raised in the request to review the decision of the director."
 2. "The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. EST on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction."
 - i. "Stay of procurement during protests. There shall be no stay of procurement during protests."

(Ord. No. 94-51, § 5, 6-7-94; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 14-11, § 2, 2-11-14; Ord. No. 18-34, 10-23-18)

27. PUBLIC RECORDS – CONTRACTOR'S DUTY

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 agreement, the contractor shall contact:

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

400 S. Ft. Harrison Ave, 6th Floor,

Clearwater, FL 33756

Public Records Liaison

Phone: 727-464-3237

Email: mcchartier@pinellascounty.org

SECTION A - GENERAL CONDITIONS**28. E-VERIFY**

The contractor and subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.

29. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

Contractor acknowledges that it is functioning as an independent contractor in performing under the terms of this agreement, and it is not acting as an employee of Pinellas County. The 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. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the agreement shall be considered a material breach and shall be ground for immediate termination of the agreement.

30. TRUTH IN NEGOTIATIONS:

The contractor certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original agreement amount and any additions thereto shall be adjusted to exclude any significant sums where the County determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the agreement.

SECTION B – SPECIAL CONDITIONS

SECTION B – SPECIAL CONDITIONS**1. INTENT**

In accordance with attached specifications, it is the intent of Pinellas County Public Works Department is seeking to establish a contract for proposals to provide all software upgrades, field equipment, project management installation and integration services necessary to fully implement the ATCMTD project, also titled the Pinellas Connected Community (PCC) project. The project will add new technology, field and computer hardware and software solutions to existing transportation systems and infrastructure to improve mobility and safety within the region. The project builds upon several platforms and technologies that have been deployed over the past several years. The successful **Systems Integrator** (VENDOR) shall be required to provide all labor, supervision, materials, tools, components and support necessary for the proper performance and completion of the project per the requirements stated in this RFP.

2. PROPOSAL REQUIREMENTS

Each proposal shall at a minimum address and/or include the following information and documentation in sufficient detail for the County to evaluate the Proposer's qualifications:

- a. Section I (2 pages max): Title Page, Letter of Interest. The Title Page should identify the VENDOR(s) including the primary contact information consisting of address, telephone number and email address for correspondence. Also include the reference information requested in Section D.
- b. Section II (25 pages max): Proposed Solution. This section will state adherence to the scope of work in Section E and functional requirements/System Requirements Matrix stated in Attachment 2. This section includes specific statements of the VENDOR compliance as well as descriptions of the proposed software and hardware solutions. The description of the software, hardware and adherence to the scope should be neatly organized and referenced to the specific sections of the scope or functional requirements shown in this RFP. This portion of the proposal should show the complete system architecture, including data flows, hardware uses, network connectivity and other software (i.e., database) uses along with full descriptions of the software and equipment being proposed.
- c. Section III (Attachment 2 - System Requirements Matrix Form): This section shall state conformance for each system requirement per the System Requirements Matrix found in Attachment 2 of this RFP.
'Functional Compliance' columns: The VENDOR shall state if the components comply with each requirement in the following manner:

Compliant = Fully Compliant with Requirement

Partially Compliant = Requirement under development & testing or available through customization (describe)

Not Compliant = Not Compliant with Requirement

'VENDOR Response' column: A brief response statement shall follow the Compliance to describe the level of compliance, non-compliance, or under current development or customization options including a date that the requirement will be fully tested and offered, if under development or in need of customizing the software. Additional information for the system's Concept of Operations applicable to the requirements can be found in reference

- d. Section IV (10 pages max): Project Work Plan. This section should provide a high-level project work plan that describes the proposed plan to implement the Pinellas Connected Communities (PCC) solution including a high-level schedule and sequence for implementing the project components. The work plan shall show and describe milestones for implementation as well as VENDOR versus Pinellas County responsibilities. The project deployment plan shall include any concurrent activities or engineering value to lessen the time of the deployment. The project deployment plan should outline all personnel proposed to complete the work proposed in the work plan. Testing of the software package(s) and hardware installation(s) including integration and functional requirement testing shall be clearly outlined in this work plan and in the schedule. Training and support shall also be addressed and shown in the schedule for this section.
- e. Section V (3 pages max): Relative Project Experience. Provide three (3) case histories or recently completed projects similar in scope and complexity, including direct client/government reference information.

SECTION B – SPECIAL CONDITIONS

- f. Section VI (Section F) Cost Proposal: The cost proposal represents the cost of the standard software licensing to cover all signal, Intelligent Transportation System (ITS) and Connected and Automated Vehicle (CV) devices and the implementation services to meet all requirements as stated in this RFP. Implementation services includes all software customization necessary for the VENDOR to meet the requirements, as well as configuration, testing and training services. The cost proposal will include all servers and other computer related hardware, operating system software, cabling, and licensing to house, operate and maintain the PCC Platform. The costs shall include a line item for travel expenses, per FL statute, to meet all onsite configuration, testing, training, and support requirements. The cost proposal shall also list annual maintenance and support service cost for each year of the project duration to meet the support requirements listed in this RFP. While the standard software licensing is expected to be a fixed cost, the County reserves the right to negotiate implementation services based on customization and innovation necessary to meet the requirements.

Pricing must be submitted on a “not-to-exceed” basis. For implementation and support services under a not-to-exceed arrangement, the County compensates the proposer on the basis of major deliverables to be identified in the detailed project work plan. If there is a “residual” amount at the end of the project (the difference between total implementation contract amount and actual total costs), the County shall retain the difference by not spending the funds. In contrast, if the implementation cost ceiling is exceeded, the VENDOR is to finish the work at no additional compensation.

In addition, the VENDOR shall list a ‘not to exceed’ hourly rate for additional services.

All documents or proposed phasing that will be submitted during the software implementation will require County approval and notice to proceed. Any documents required and submitted must conform to County contracting requirements contained in the RFP, specifically the Limitations on Liability and Indemnification clauses stated on Section C- Limitation on Liability, Indemnification, and Insurance Requirements

- g. Any exceptions to any section of this RFP must be stated on a separate sheet titled Exceptions in the VENDOR proposal.

3. CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

This solicitation is either fully or partially Grant funded. Proposers shall comply with the clauses as enumerated within the Services Agreement, Attachment A, Attachment B, and Attachment C. In addition, Attachment B shall be executed and returned with all submittals. Bidders may be deemed non-responsive for non-compliance and failure to submit Attachment B. **See attached: SERVICES AGREEMENT,**

Attachment A - Contract Provisions for Contracts Under Federal Awards.

Attachment B - Disclosure of Lobbying Activities.

Attachment C - Additional Funding Conditions

4. PRICING/PERIOD OF CONTRACT

Duration of the contract shall be for the period of 36 months from the date of execution of the agreement unless otherwise indicated.

5. TERM EXTENSION(S) OF CONTRACT

The contract may be extended subject to written agreement of the County and successful proposer, for an additional five (5) year period beyond the primary contract period. Term extensions will allow for annual price adjustments in an amount not to exceed the average of the Consumer Price Index (CPI) or 5%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior. The extension shall be exercised only if all terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing. It is the successful proposer’s responsibility to request any pricing adjustment under this provision

SECTION B – SPECIAL CONDITIONS

It is the vendor’s responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the vendor’s request for adjustment shall be submitted between 90-120 days prior to contract anniversary date, utilizing the available index at the time of request. The vendor adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90–120-day period above shall not be considered.

6. TERM OF SERVICES AGREEMENT:

a) Software and Hardware Implementation Services:

Unless otherwise agreed upon, all installation, acceptance testing, and training activities of the system components shall be completed within two hundred seventy (270) calendar days after start date as stipulated in the notice to proceed and upon an approved detailed work plan.

b) Maintenance and Support Services:

Maintenance Support services shall commence upon system acceptance testing and continue for an initial two (2) year period.

7. FEES AND EXPENSES

The agreed to compensation will include all standard day-to-day administrative, overhead, and internal expenses; including, but not limited to:

Costs of bonds and insurance premiums as required by this RFP	Computer/software
Support	Equipment and usage
Office supplies	Telephone charges
Safety equipment	Emails
Consumables	Electronic data transmission fees
Other consulting services	Standard copier usage
Special presentations	Fax charges
Regular and certified postage	Travel, per diem and lodging charges, unless otherwise agreed to by the county in the services agreement

The VENDOR will provide their fees, inclusive of all costs to perform the work, in an amount “not to exceed” format. The cost is expected to provide compensation for all standard day-to-day administrative, overhead, and internal expenses, including support, office supplies, consumables, other consulting services, special presentations, regular and certified postage, computer/software usage, telephone charges, emails, electronic data transmission fees, standard copier usage, and fax charges (i.e., inclusive of all costs). Travel and lodging expenses will be included in the proposal and will be paid in accordance with Florida Statute 112.061. Travel expenses are to be used for onsite work to be performed by the VENDOR, including installation, configuration, testing and training, as approved by the County.

SECTION B – SPECIAL CONDITIONS**8. NON-MANDATORY PRE-BID CONFERENCE:**

All questions pertaining to the bid or technical specifications will be reviewed at this time. Bid suggestions or modifications may be discussed with County representatives at this meeting and may be considered by representatives as possible addenda to the Invitation to Bid

December 13, 2022 @ 11:00 AM via Microsoft TEAMS

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 277 857 395 677

Passcode: R5uDnN

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Or call in (audio only)

[+1 813-644-3116,,296385987#](#) United States, Tampa

Phone Conference ID: 296 385 987#

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9. NON-MANDATORY SITE VISIT:

NOT APPLICABLE

10. PRE-COMMENCEMENT MEETING

Upon award of bid, the County will coordinate a pre-commencement meeting with the successful Contractor. The meeting will require Contractor and the County Representative to review specific contract details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.

11. PERFORMANCE SECURITY

The successful proposer must supply Performance Security in the amount of twenty-five percent (25%) of the final negotiated cost prior to execution of the contract or issuance of a Purchase Order. When a performance security is submitted in the form of a bond, all bonds must be signed by an insurance agent who is licensed to do business in the state of Florida. The license may be held by a resident agent or a non-resident agent.

The performance security shall be in the form of a

- performance bond,
- irrevocable letter of credit,

12. EQUAL OPPORTUNITY / GIFT & GRATUITY POLICY

Pinellas County is committed to a workplace, which is free from harassment or discrimination of any kind. All Contractors and their agents, while performing work and/or services pursuant to this Agreement, are expected to conduct themselves accordingly.

All employees of Pinellas County are prohibited from accepting gifts and/or gratuities from Contractors. Contractor agrees to cause all of its employees, subcontractors, consultants, and other agents to honor this policy.

SECTION B – SPECIAL CONDITIONS

13. PROPOSAL SUBMITTAL COPIES

The preferred method is PDF conversion from the Proposer's source files (to minimize file size and maximize quality and accessibility) rather than scanning.

Instructions for Providing Files in PDF Format to Pinellas County Government

How do I convert my files to PDF format?

Answer - If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

Should I scan everything and save as PDF?

Answer - Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR.)

14. BREACH OF CONTRACT

Failure of Contractor to perform any of the services required by this contract within 10 days of receipt of written demand for performance from the County shall constitute breach of contract.

SECTION C – INSURANCE REQUIREMENTS

SECTION C – INSURANCE AND INDEMNIFICATION REQUIREMENTS

1. LIMITATIONS ON LIABILITY

By submitting a Proposal, the Vendor acknowledges and agrees that the services will be provided without any limitation on the Vendor's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Vendor's liability to any specified amount in the performance of the services. The Vendor shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. The Vendor is deemed to have accepted and agreed to provide the services without any limitation on the Vendor's liability that the Vendor does not take exception to in its response. Notwithstanding any exceptions by the Vendor, the County reserves the right to declare its prohibition on any limitation on the Vendor's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on the Vendor's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. INDEMNIFICATION

Vendor 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; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

3. INSURANCE:

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Vendor shall obtain and maintain and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- A. Submittals should include the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

The Vendor shall provide certificate that is compliant with the insurance requirements. If the certificate received is compliant, 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). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- B. 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. The 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.

SECTION C – INSURANCE REQUIREMENTS

- C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Vendor or their agent prior to the expiration date.
- 1) The Vendor shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
 - 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- D. If subcontracting is allowed under this RFP, the Primary Vendor 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.
- All subcontracts between the Vendor 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 the Vendor to the same extent the Vendor 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 the Vendor 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 a 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. The Vendor 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.
- E. 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.
 - 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 Vendor.
 - 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) All policies shall be written on a primary, non-contributory basis.

SECTION C – INSURANCE REQUIREMENTS

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:** Worker’s Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker’s Compensation Insurance is required, employer’s liability, also known as Worker’s Compensation Part B, is also required in the amounts set forth herein

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

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker’s Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance:** including, but not limited to, Independent Vendor, 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) **Cyber Risk Liability (Network Security/Privacy Liability) Insurance:** including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits	
Each Occurrence	\$ 2,000,000
General Aggregate	\$ 2,000,000

For acceptance of Cyber Risk 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 Cyber Risk Liability and other coverage combined.

SECTION C – INSURANCE REQUIREMENTS

- 4) **Professional Liability (Technology 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”, Vendor 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.

SECTION D – VENDOR REFERENCES

SECTION D – CONTRACTOR REFERENCES

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

All references will be contacted by a County Designee via email, fax, or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

Bidders must have experience in work of the same or similar nature and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services.

EITHER LOCAL COMMERCIAL OR GOVERNMENTAL REFERENCE(S) (PINELLAS COUNTY GOVERNMENT REFERENCES WILL NOT BE ACCEPTED) THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1.	2.
COMPANY:	COMPANY:
ADDRESS:	ADDRESS:
TELEPHONE/FAX:	TELEPHONE/FAX:
CONTACT:	CONTACT:
CONTACT EMAIL:	CONTACT EMAIL:
COMPANY EMAIL ADDRESS:	COMPANY EMAIL ADDRESS:
3.	4.
COMPANY:	COMPANY:
ADDRESS:	ADDRESS:
TELEPHONE/FAX:	TELEPHONE/FAX:
CONTACT:	CONTACT:
CONTACT EMAIL:	CONTACT EMAIL:
COMPANY EMAIL ADDRESS:	COMPANY EMAIL ADDRESS:

SECTION E – SCOPE OF WORK

SECTION E – SCOPE OF WORK

A. OBJECTIVE:

The System Integrator / Vendor (VENDOR) will be required to provide all software upgrades, field equipment, project management, installation, and integration services necessary to fully implement the following scope of services. The VENDOR will also be responsible for any and all ancillary equipment, commercial-off-the-shelf (COTS) software, cabling, computer licensing or any other supplemental parts or pieces that are required but not specifically stated in the scope. Attached to this RFP includes the Project Management Plan (PMP), Concept of Operations (ConOps) and System Engineering Management Plan (SEMP). These documents supplement the scope, and any provisions shall also be required.

The Pinellas Connected Community Project (PCC) will deploy technologies to assist the region with multimodal and multi-agency strategies to improve mobility and safety within the region. The project builds upon several platforms and technologies that have been deployed over the past several years.

B. BACKGROUND:

Pinellas County developed a Smart City Concept of Operations in the summer of 2018 and began deployment of the Smart City Data Platform in January of 2020. The Smart City Data Platform integrates local transportation data sources into a Consolidated Mobility Platform (CMP) for distribution to existing ITS devices, traffic signals, as well as a map-based Graphical User Interface (GUI), dashboards and other reporting and decision support features. The data sets currently include HERE and WAZE data with the ultimate goal of adding more data sets. The potential data sets include traffic signal timing, transit real time Automatic Vehicle Location (AVL), 911 vehicle incidents, BlueToad travel times and National Weather Service reports.

In a separate project Pinellas County participated in the Signal Phasing and Timing (SPaT) Challenge sponsored by the FHWA through FDOT. This included installing Connected Vehicle (CV) communications units, or Roadside Units (RSU) at 23 intersections along US 19 from Pasco County to mid-Pinellas County. The current RSUs are model Kapsch RIS-9260 Dual Band (DRSC / C-V2X). This project was completed in 2020. By introducing and combining these efforts, the Pinellas Connected Community project was developed.

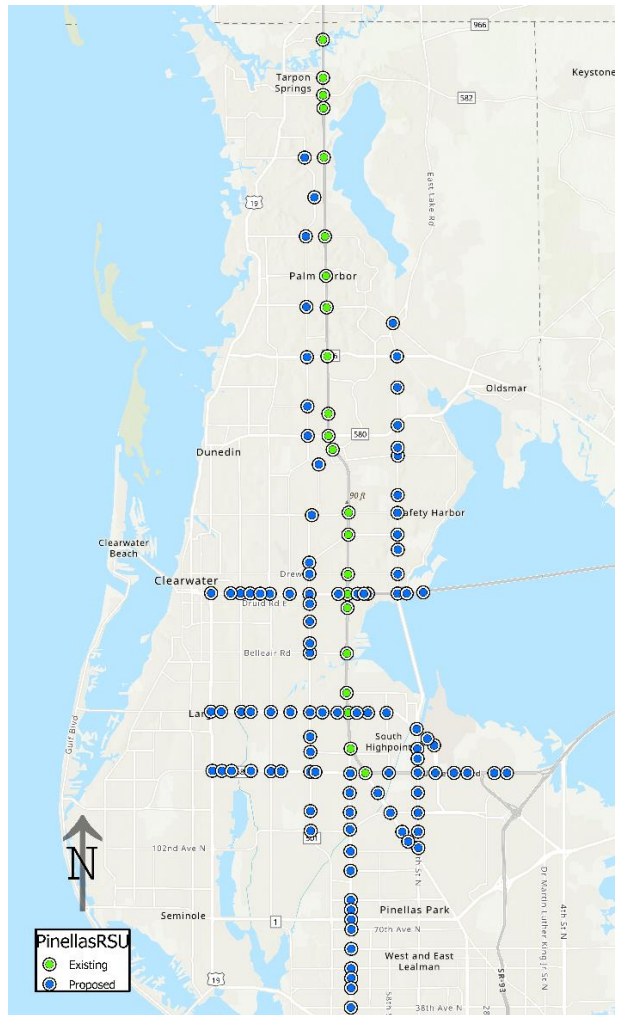


Figure 1: RSU Locations

C. SCOPE OF WORK:

The technical solution proposed by the VENDOR will use a combination of existing products, services, and customized software to provide a solution that meets the features and functions required of the PCC project.

The following summarizes the transportation systems and services that are proposed for the project. It also details the purpose of the system/service and the specific technology/system to be deployed to support that system/service. The proposed system will:

SECTION E – SCOPE OF WORK

- Expand the deployment of Connected Vehicle (CV) technologies for Signal Phase and Timing (SPaT), Pedestrian Safety and other standard CV applications, such as, Emergency Preemption, and Transit Signal Priority
- Deploy Intersection Video Analytics (IVA) / Machine Learning in selected areas within the project limits
- Provide mobile video analytics (MVA) for work zone monitoring, incident detection and verification, mobile routing and incentivization; the MVA unit connects to the RSU wirelessly
- Utilize 3rd party developers to provide Cellular-based On-Board Unit (C-OBU) / Personnel Information Devices (PID). PIDs may be used by a person walking, bicycling or in a work zone. C-OBUs will function as an OBU in in vehicles
- Provide a Mobile Routing Analytics (MRA) application that uses local network optimization to inform drivers of the best route to follow to improve overall transportation network performance
- Integrate the information from the Intersection Video Analytics, SPaT data and traffic signal controller operation while providing for bi-directional communication with RSUs, C-OBUs and PIDs to enhance intersection and pedestrian safety
- Utilize 3rd party developers for creation of an incentivization application for corridor load balancing and demand management
- Deploy a Predictive Analytics system to predict and respond proactively to incidents and non-recurring congestion
- Consolidate the various data sources into one single, centralized data warehouse and make it available to the operators through a multi-layered dynamic map and integrated with their operational systems
- Present a real-time performance measures platform that dynamically monitors the regional transportation network based on user defined metrics
- Share fused data with regional partners through a Centralized Data Exchange

The project scope is defined in such a manner to provide the VENDOR opportunities to innovate and determine how best to accomplish the goals of the project. The core components highlighted above are required to demonstrate the intent of the ATCMTD Grant application and must be addressed as part of any proposal.

D. EXISTING SYSTEMS:

Smart City Data Platform-

Pinellas County has deployed a Smart City Data Platform (SCDP), through a previous project. Some elements are still being implemented and tested (September 2022).

As shown in **Figure 2**, the current platform integrates multiple external data sources, fusing that data and providing for data driven approach to operating the County’s transportation network.

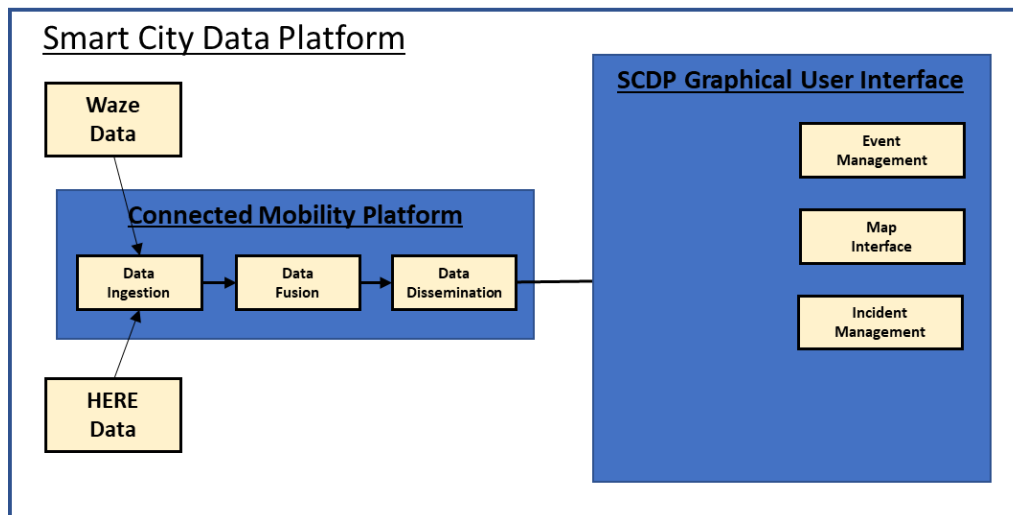


Figure 1: Current Smart City Data Platform Configuration

SECTION E – SCOPE OF WORK

Connected Mobility Platform-

The Connected Mobility Platform (CMP) is a transportation data aggregation, warehousing, and processing platform that enables data sharing, advanced analytics, and application development in support of the connected mobility ecosystem. The CMP is specifically designed to ingest, fuse, and correlate transportation of various types (traffic, weather, construction, event, transit, weather, etc.) from disparate data sources to provide both real time (streaming) analysis, situational awareness, historical analysis, and data queries.

Connected Vehicle Devices-

Connected Vehicle (CV) devices, management and data platforms are already deployed within the County’s hosting environment. The County recently finished installing a 14-mile CV corridor. There are 23 signalized intersections (shown as green dots in Figure 1); 11 are at-grade (ground level) main and crossing road signals and 12 are frontage road (elevated main road) signals. Frontage road intersections require two RSUs working in tandem to supply the necessary coverage. This coverage is handled by central control from the Kapsch Connected Mobility Command Center (CMCC). This corridor uses the Kapsch RIS-9260 Dual Band RSUs which provides both Cellular-Vehicle to Everything (C-V2X) and Dedicated Short Range Communications (DSRC) functionality simultaneously. Applications included with this project include Speed Warning, Intersection Warning (SPaT and MAP), Transit Vehicle Priority, Emergency Vehicle Preemption, and Pedestrian Safety applications.

Connected Mobility Command Center-

The Connected Mobility Command Center (CMCC) enables two-way communication between all of the RSUs in the network and the TMC. This software provides for management of RSUs utilizing a map-centric GUI for displaying the location and status of each RSU, receives standard CV messages (e.g., Basic Safety Message (BSM), Pedestrian Safety Message (PSM), Signal Phase and Timing (SPaT), Traveler Information Message (TIM), Roadside Safety Message (RSM), and MAP messages as they are broadcast by one or more RSUs. CMCC also provides dashboards and visualizations to inform operators of an RSU’s status and messaging activities. The existing CMCC was deployed as a cloud hosted service for the FDOT SPaT project; this data will be integrated with the Smart City Data Platform. The CMCC is a proprietary software installed as part of the SPaT Challenge. Throughout this document CMCC is used to describe the functional software package and not the proprietary application.

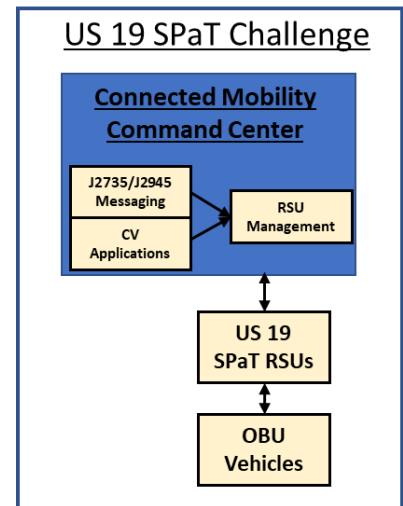


Figure 3: Current Connected Mobility Command Center

All new system components and systems shall be integrated into, or replace, the existing Smart City Data Platform and CMCC to provide a fully integrated package that enhances the existing system and incorporates all the functionality of the new components and systems.

E. NEW SYSTEM COMPONENTS:

Intersection Video Analytics Platform-

Intersection Video Analytics (IVA) uses highly flexible deep learning frameworks to detect and classify road users. The platform can be customized with virtual segments to detect specific images, such as zones to look for stopped vehicles, driving directions and specific vehicle classes. In addition to the virtual segments, the platform can be customized to count the number of passing vehicles / road users, compare entry and exit points, trigger actions and perform many more analytical functions.

SECTION E – SCOPE OF WORK

For the proposed project, multiple locations on the SR60, East Bay Drive, Ulmerton Road in mid-county and 8th Street and Dr. MLK Jr. Street in downtown St. Petersburg will be supplemented with IVA for several use cases and may utilize new and/or existing cameras or other detection capabilities to provide the data. This platform will be utilized for bi-directional integration of IVA data including, pedestrian detection, vehicle classifications, and detection of various elements with the traffic signal controller and through the RSU and cellular network to communicate with C-OBUs and PIDs to increase pedestrian and intersection safety, optimize traffic flows and travel times to reduce congestion and pollution.

Mobile Video Platform-

Mobile Video Analytics (MVA) will deploy a platform which will be integrated with the Smart City Data Platform to provide stakeholders in the region with additional functionality and data. These technologies will be focused on the downtown core area of the City of St. Petersburg and expanded within the County if successful.

The MVA will detect, monitor, and map Work Zones on roads in the downtown St. Petersburg core. MVA shall automatically detect barricade elements in work zones using Artificial Intelligence in the dash cams and CV application software. Recent images of these barricade elements will then be aggregated, localized, and mapped to be viewable through the Smart City Data Platform.

The MVA platform will provide video frames from the network that can be accessed on a map within the Smart City Data Platform to provide a “virtual camera” around it so operators can monitor remotely for traffic management and incident detection and verification. In addition, this system will also collect images of bus stops to provide real-time information to PSTA for operation and maintenance of transit assets along selected routes.

Additional Roadside Units (Connected Vehicle Devices)-

The existing RSU network and associated applications will be modified and expanded to include an additional 106 intersections (110 RSUs) along the parallel routes to US19, SR60, Ulmerton Road and 8th Street and Dr. MLK Jr. Street downtown St Petersburg. All RSUs will be Dual-Mode, which provides Cellular-Vehicle to Everything (C-V2X) / DSRC or most current licensed version.

Multiple RSU manufacturers will be used to test interoperability of the software and verify ability to expand systems regionally.

These devices and applications will be updated and integrated with the Pinellas Smart City Data Platform to provide the CV data for additional data analysis and analytics. At specified locations the RSUs will be used to communicate data for the IVA, MVA and MRA applications of the project.

F. SOFTWARE ENHANCEMENTS TO SMART CITY DATA PLATFORM:

****All new system software systems shall be integrated into, or replace, the existing Smart City Data Platform and CMCC to provide a fully integrated package that enhances the existing system and incorporates all the functionality of the new components and systems.**

Decision Support System-

A Decision Support System (DSS) will be developed and integrated into the Smart City Data Platform. The DSS will optimally distribute trips across the available network capacity based on speeds, travel times and current signal timings. It will leverage predictive analytical models to anticipate congestion before it happens, and then provide drivers with personalized routing and departure information to distribute them optimally across the roadway network.

SECTION E – SCOPE OF WORK**Predictive Analytics Module-**

A Predictive Analytics Module (PAM) will be developed and integrated into the Smart City Data Platform. The traditional way to analyze risk in a roadway network is to look at crash data. Although crash data can provide many useful insights on where and when collisions have happened in the past, historical crash data alone is insufficient to predict future crashes. Other factors that may make crashes more likely include levels of congestion, traffic on adjacent roadways, active construction, and weather conditions. A PAM uses machine learning algorithms to allow for these factors to be considered and subsequently recommends vehicle diversions to prevent crashes over the roadway network.

Demand Management Module-

A Demand Management Module (DMM) will be developed and integrated into the Smart City Data Platform. This module will incorporate load balancing with integration into remote applications for mobile routing, incentivization and virtual Dynamic Message Signs.

The VENDOR will develop a load balancing algorithm using a deterministic model to distribute trips across the available network capacity based on speeds, travel times and current signal timings. The algorithm will disseminate Level of Service information to the TMC and DMS signs along US 19. The load balancing algorithm will be integrated into the Smart City Data Platform to use and analyze data. The module will also provide recommendations through a Mobile Routing Application (MRA) and provide an incentivization model to prompt drivers, through their smartphones, to accept an alternative route if one is determined to be beneficial to overall network capacity.

The module will use the PAM to anticipate congestion before it happens, then leveraging the DSS will optimally distribute trips across the available network capacity based on speeds, travel times and current signal timings.

G. NEW MOBILE APPLICATIONS:

The VENDOR will work with 3rd party mobile application providers to develop new or to modify existing applications to be utilized in the project. It is the intent that all the following functions be included in a single application; however, alternative development strategies may be accepted. These applications will be deployed on County-owned vehicles for the testing of the new mobile technologies.

The VENDOR will provide a cellular-based application that can be used as a Cellular On-Board Unit (C-OBU) that can emulate a fully functional OBU and receive, as a minimum, fully compliant Basic Safety Messages (BSM), SPaT and Traveler Information Messages (TIM) messages to provide the full functionality needed for the Ped Safety application. The driver's C-OBU shall send vehicle position, speed, and trajectory information (i.e., BSM data) for use with the Pedestrian Safety application.

The VENDOR will provide a cellular-based Pedestrian Safety application that can be used as a Personal Information Device (PID). This device will be carried or worn by pedestrians and bicyclists and will provide, as a minimum, fully compliant Basic Safety Messages (BSM), Pedestrian Safety Messages (PSM), SPaT and Traveler Information Messages (TIM) messages to provide the full functionality needed for the Ped Safety application.

The VENDOR will provide a cellular-based application that can operate as a Virtual Dynamic Message Sign (VDMS). This application will receive DMS messages from the Pinellas County TMC via the Smart City Data Platform and utilize data received from BSM messages relative to vehicle location, direction, and potential routing navigation information to present drivers with DMS messages that are only applicable to their current route. Geofencing parameters will be user selectable to customize driver preferences.

The VENDOR will provide a cellular-based application that can operate as a virtual Mobile Routing Application (MRA). The MRA will work with the Decision Support System, Demand Management Module and Predictive Analytics Module (PAM) to provide routes that optimize flows through congested areas. The Load Balancing algorithm will utilize Real-Time Routing and Incentivization tools to induce some drivers to take alternative paths, or transportation modes that might be personally suboptimal but better for overall system performance. The VENDOR will provide a cellular-based application that can provide this information to the driver/traveler.

SECTION E – SCOPE OF WORK

Both iPhone Operating System (iOS) and Android application vendors will use data from the Smart City Data Platform, the CMP, RSU and signalized intersections to provide enhanced traveler information to drivers, pedestrians, and bicycles within the County. At least one known mobile application currently receives Society of Automotive Engineers (SAE) J2735 messages to provide SPaT information to drivers and may be enhanced to include data from the Smart City Data Platform.

H. PROPOSED PCC SYSTEM CONFIGURATION:

The configuration of the system elements has been described in the Pinellas County ATCMTD application to FHWA and summarized in this section. The new system will expand the Smart City Data Platform as described in Figure 4 below. The figures conceptually illustrate how data will flow between equipment and applications on the ATMS and data platforms.

Figure 4, Smart City Data Platform Expanded Concept, illustrates the approximate system that will include Cellular-On Board Unit (C-OBU) / Personal Information Device (PID) use by pedestrians and drivers using the MRA application, as well as the IVA use of CCTV, MVA use of dash cams, and OBUs and traffic signal controllers connecting to the RSUs. OBU Vehicles in the figure are those in use from Original Equipment Manufacturers (OEMs) and not this project. The figure represents the approximate interfaces, allowing for the Systems Integrator’s design to accomplish the goals, needs and requirements of the project in the most effective manner at the time of design and implementation.

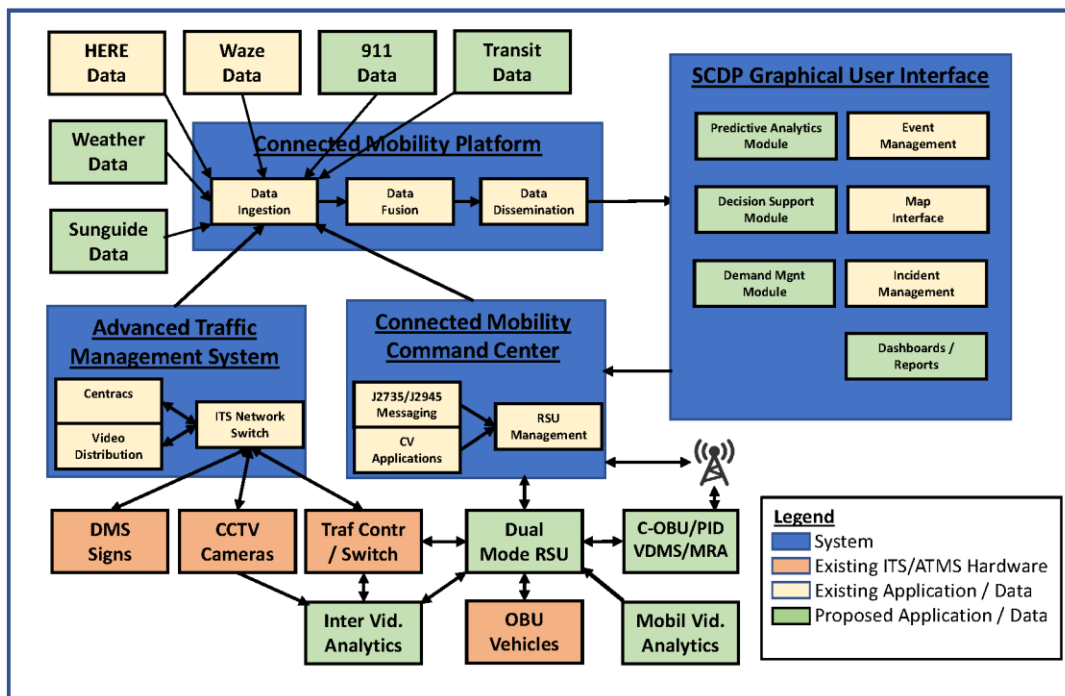


Figure 4: PCC Smart City Data Platform Expanded Concept

Figure 4, PCC Smart City Data Platform Expanded Concept, also shows the RSU connectivity that will include:

- Intersection Video Analytics – Detection System
- Mobile Video Analytics – Dash Cam
- Mobile Routing Application/Virtual DMS
- Pedestrian Personal Information Device (PID)
- Cellular On-Board Unit (C-OBU)
- Traffic Signal Controller

There may be several ways this may be done in practice, and the figure shows only one possible arrangement.

SECTION E – SCOPE OF WORK

The Intersection Video Analytics (IVA) module will connect intersection cameras and analyze the digital video data enabling complex traffic AI monitoring and traffic management applications to transmit alerts and information through the RSU to pedestrians, drivers and the TMC.

Similar to the IVA, the Mobile Video Analytics (MVA) will analyze data from the dash cam transmitted to the TMC Smart Cities Data Platform to provide data into the Decision Support System (DSS), Demand Management Module (DMM) and Predictive Analytics Module (PAM) that can generate reports, safety and traveler information and alerts to assist with the urban driving experience.

The Mobile Routing Application (MRA) will give SPaT and routing information from the TMC-based load balancing platform to the driver's C-OBUs through the RSU.

The Virtual Dynamic Message Sign (VDMS) application will deliver to drivers on the appropriate routes the C-OBUs messages that match DMSs posted by the Smart City Data Platform.

The Pedestrian and Cyclist (PID) application will receive alerts and information from the RSU after IVA video analytics and vehicle data are analyzed to assist with the street crossing task.

The OBU is a feature of new vehicles or as an aftermarket add on that receives alerts and information from the RSU for use with the traffic signal controller and other specialized CV applications. OBUs are also designed for vehicle-to-vehicle (V2V) communication, which is not a feature of the present project that focuses exclusively on vehicle-to-infrastructure (V2I) and vehicle-to-pedestrian (V2P) applications.

The Traffic Signal Controller connects to the ATMS and transmits through the RSU the signal status information (i.e., SPaT data) based on the project's various detection, C-OBUs and PID data. The SPaT data also show local signal timing, which is the familiar red-amber-green user interface.

Some important systems related to the PCC are not shown in the figures. The Security Credential Management System (SCMS), which is essential to the CV system, is not shown since it exists as a separately run system. The SCMS is an important element of the system and helps fulfill user needs for data security. As part of a secure solution, trusted parts of the system request and receive credentials from the SCMS, therefore assuring other devices they are trusted to use the system. The use of the SCMS is described further in the PCC ConOps. SCMS will be provided by the FDOT statewide SCMS.

Other Pinellas County DPW systems that are connected to the PCC, such as archiving of data for system evaluation and data sharing, are not explicitly presented in the figures. Data needs and requirements are treated more fully in the Data Management Plan (DMP) that was part of the ATCMTD Grant Application and of the Grant Agreement with FHWA.

I. VENDOR RESPONSIBILITIES:

Phase I – Project Management and Planning

Project Management-

The project is being led by the Pinellas County Transportation Division. The VENDOR will be responsible for all contractors, developers and vendors and will represent the system integration team providing Pinellas County with oversight of the project.

Project Status/Coordination Meetings-

Pinellas County will hold regular status meetings with FDOT, FHWA and stakeholders. It is the VENDOR'S responsibility to attend all project meetings and report on status, as needed, for implementation progress, schedules, issues, and other related topics.

Public Meetings-

Pinellas County intends to hold public meetings to present the findings of the project. It is the VENDOR's responsibility to attend all Public Meetings and may be asked to present and prepare materials for the Public Meeting.

SECTION E – SCOPE OF WORK**Project Management Plan-**

The Project Management Plan (PMP) was developed as part of the project planning process by the County and approved by the FHWA. The PMP provides a comprehensive framework for how the project will be managed and describes how the project management system will be used and states how the work will be performed. The PMP for this project is a living document and the VENDOR will be responsible for updating applicable sections of the document throughout the life of the project. The current approved PMP is attached for reference.

- Deliverable: Procurement Management Plan Updates

Concept of Operations (ConOps)-

During this task, the County will facilitate meetings with key stakeholders to collect existing system data and inventories, review the PCC concept and its functional use cases, user needs, measurable goals, performance metrics, and data and system integration needs. The ConOps is a living document to be reviewed and updated as needed.

- Deliverable: ConOps Updates

Systems Engineering Management Plan (SEMP)-

The SEMP will be developed by the County Project Manager and will include systems engineering, project management, software development and system integration tasks of the project. Since this project involves a large amount of software development and systems integration work, the selected VENDOR will work with the Pinellas County Project Manager to ensure that the technical aspects of the project are managed to completion. This plan helps manage and control the project utilizing systems engineering processes (SEP). This will also include updates to applicable sections of the SEMP as required to fulfil the requirements of the project.

- Deliverable: SEMP Plan Updates

Vendor Project Schedule-

The Vendor Project Schedule activities will include establishing a baseline schedule for each major project component within the program once all requirements and constraints are documented and agreed to by Pinellas County and FHWA. The VENDOR will utilize Microsoft Project to manage the project schedule. Changes to the baseline schedule will only occur if scope, constraints or budget changes are made. The critical path of the project will be calculated and managed to ensure on-time performance of the project. If changes in the schedule are made, the critical path will be re-analyzed to check if the critical path tasks have changed.

- Deliverable: Project Schedule, including monthly updates throughout the project

System Requirements Specifications (SyRS)-

To create a foundation for the design of the overall system, the VENDOR will develop detailed hardware and software system and subsystem requirements.

As mentioned in the following RTVM discussion, in the SyRS the VENDOR will further develop the hardware and software component functionality and interfaces beyond those in the initial RTVM. The SyRS will discuss required outcomes, assumptions, tests, and requirements to integrate the system components and software. The SyRS will report on any new and unforeseen hardware and software system component connectivity. The VENDOR will add connectivity and requirements, specifications, and verification tests to the Program Management firm's draft RTVM with the oversight of the Pinellas County Project Manager.

SECTION E – SCOPE OF WORK

Once the completed set of requirements has been documented, the VENDOR will present the draft SyRS to Pinellas County and its stakeholders during a requirements walk-through workshop. This walk-through workshop will ensure that the new set of requirements completely meet the stakeholder needs. The requirements will also be reviewed to ensure that each requirement meets the characteristics of a good requirement, that each requirement is verifiable, and that it can be added to the RTVM and verified as part of systems tests. Any comments received from this review, will be addressed by the VENDOR within 2 weeks to create the final SyRS.

- Deliverable: Maintain and update the System Requirements Specifications

Requirements Traceability Verification Matrix (RTVM)-

From the high-level requirements in the SEMP, the Program Management firm has developed detailed requirements in a draft RTVM, supplied by the County and listed in Attachment 2 below. The RTVM detailed requirements will be used by the VENDOR in the System Requirements Specifications (SyRS) document. The RTVM serves as the source of systems verification. The SyRS will further develop hardware and software system component connectivity, which will need its own additional verifications and shall be added to the RTVM for verification traceability.

The VENDOR will add its connectivity and other requirements and specifications to the systems engineering firm's draft RTVM with the oversight of the Pinellas County Project Manager. This will include developing Technical Special Provisions (TSPs) for the IVA unit, MVA Dash Cam, PID and C-OBV mobile applications and use of the FDOT RSU Development Specification (Dev Spec 681). Ultimately, the VENDOR will use the RTVM to verify that all detailed requirements were met. Pinellas County will oversee the VENDOR when filling out the RTVM verification and testing checklist.

Once the SyRS requirements have been formally accepted, the VENDOR will establish and generate a new version of the draft RTVM. As the project progresses, the RTVM will be used to link the high-level design specification, detailed design specification, and test cases to the system requirements. This traceability matrix will help Pinellas County and the VENDOR to ensure the PCC project ties back to the goals and vision and user needs of the project and that all detailed requirements are tested and completed.

- Deliverable: Maintain and update the Requirements Traceability Verification Matrix

Verification Plan-

The DB contractor will develop the System Verification Plan with Pinellas County DPW oversight. Each Test Case in the Verification Plan will have a Test Case ID. The Test Case ID is needed in the RTVM to identify the Test Cases defined in the System Verification Plan. Development of the RTVM with verification criteria for detailed requirements will be described.

System requirements have a verification test case to verify compliance with each requirement referenced in the RTVM with compliance results.

Test cases will be defined in the System Verification Plan to meet the detailed requirements in the RTVM. Each detailed requirement in the RTVM requires a Test Case ID, referring to the Test Cases in the System Verification Plan. Test cases are defined by a Test Method, Description, Objective, Data Needed, Pass/Fail Criteria, Test Configuration, and Assumptions/Constraints.

The System Verification Plan will include allowance for seven basic Test Methods:

1. Analysis
2. FDOT Approved Products List (APL)
3. FDOT CEI Checklists
4. Deliverable
5. Demonstration
6. Inspection
7. Test.

For each Test Method applicable for verification of detailed requirements, one or more Test Cases are required. A Test Case is a procedure to perform for each verification. Test Case content may range from simple observation to a detailed step-by-step test procedure or analysis.

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- Deliverable: Verification Plan

Preliminary System Design Document-

Based on the updated ConOps and SyRS, the VENDOR will work with the County to build the high-level functional architecture for the PCC project. The VENDOR and its vendor team will prepare the Preliminary System Design Document (PDD) that defines the business solution architecture and functional description of all major systems components to the Pinellas County stakeholders. The PDD will include elements of the SyRS and drawings for the RSU hardware installations.

The VENDOR will combine this information and create and submit the PDD to Pinellas County. A review meeting will be held with Pinellas County, FDOT, FHWA and stakeholders. Comments will be incorporated into the final version of the PDD to be delivered within two weeks after the design review meeting. Upon acceptance of the revised PDD by the Pinellas County stakeholders, the project will advance to the detailed design-build stage.

- Deliverable: Develop the Preliminary System Design Document

Hardware and COTS Software Specifications Plan-

The VENDOR will identify and recommend the hardware and COTS software required to support the PCC project. The VENDOR will document and review the existing Pinellas County network architecture to facilitate the integration with the new software and hardware. The VENDOR may suggest upgrades and network organizational changes; however, the VENDOR will be required to use the existing system and network within their pricing proposal. The VENDOR will generate a Hardware and Software Recommendation Report to be reviewed with Pinellas County and its stakeholders to ensure all items to be procured are compatible with the existing technical environments.

The system software and hardware shall be compatible with the traffic signal controllers and ATMS software currently deployed in the County. The VENDOR shall provide information on compatibility with existing field equipment and corresponding firmware. The VENDOR shall also describe any other devices or technology that can be implemented with the software system that may not be identified within this RFP. Any device, hardware or software that is needed for the PCC system software to function per this RFP shall be called out within the VENDOR'S proposal, including specific computer hardware requirements and any necessary network devices. The VENDOR will be required to coordinate all integration and testing steps with the County staff, or their representative, before, during and after PCC system integration. VENDOR assistance will also include appropriate configuration of the CV RSUs with the traffic signal controllers and all other devices outlined in the functional requirements of this RFP.

- Deliverable: Hardware and Software Recommendation Report
- Deliverable: Hardware and COTS Specification Plan

Additional Planning Documents-

The VENDOR shall revise, as needed, develop, update, and do configuration management for the following plans:

- Regional ITS Architecture (RITSA): Revisions needed to the RITSA due to new PCC features from the Project ITS Architecture (PITSA) will be discussed and annotated. The Systems Integrator will work with the County to build the high-level functional architecture for the PCC project.
- Concept of Operations (ConOps): The ConOps document describes the existing system or operation, the shortcomings or unmet needs, changes that would address the needs, and the final system after the changes are made to the system or operation. The Systems Integrator shall be responsible for providing the County with monthly updates upon changes to the ConOps.
- Software Development Plan: The selected VENDOR will be the main developer of custom software and interfaces, and integration of existing systems. A Software Development Plan will describe the organization structure, facilities, tools, and processes to be used to produce the project's software. The ATCMTD project will be a mixture of commercial software, customization of commercial software, and development of interfaces and integration of systems.
- Interface Control Plan: For the ATCMTD, several new interfaces will be developed. The Interface Control Plan will identify the physical, functional, and content characteristics of external interfaces to each of the systems for the project and will identify the responsibilities of the organizations on both sides of the interface.

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- System Integration Plan: The ATCMTD project includes the development of interfaces between existing and new commercial software, deployment of additional field hardware, with some custom software. The Systems Integrator shall assemble the various components, assemblies, and subsystems and have them work together to perform what the system is intended to do. The System Integration plan will define the sequence of activities and tests that will integrate the software and hardware components into subsystems and then each subsystem into entire systems.
- Change Control Plan: Pinellas County will utilize a Change Control and Management process to ensure changes pertaining to scope, schedule, costs, quality, risks and mitigations and procurements are appropriately documented, evaluated, and tracked. The Systems Integrator will provide updates to the County for items requiring change.
- Risk Management Plan: The PMP, ConOps and SEMP include items for Risk Management. Risk management actions exist within all phases of the project lifecycle and identify risks to attainment of project goals, risk probabilities and impacts and summarizes planned actions to control and mitigate those risks. As the Project Plan is baselined and the project moves into the actual design, development and implementation stages, risk management activities become an integral part of managing this project and include implementation of risk control actions, tracking the effectiveness of those actions and continued update of the set of risks and control actions.
- Configuration Management Plan: The selected VENDOR will utilize tools to manage coordination and configuration of software development activities. In addition, all documentation and products developed for the ATCMTD project will be put under configuration management to ensure changes are managed, and errors do not reappear in the products developed. The Configuration Management Plan describes the development team's approach and methods to manage the configuration of the system's products and processes.

Construction Requirements-

The VENDOR shall adhere to all applicable codes, standards, specifications and requirements relative to this type of project. The Consultant will be expected to coordinate with state and local governments and other agencies, as necessary, to ensure a complete project that meets all design and permitting requirements.

National Environmental Policy Act (NEPA) - The VENDOR shall be responsible for reviewing and complying with the approved NEPA documentation. All design criteria and environmental commitments included within the approved NEPA documentation must be incorporated into this project and accounted for in the technical and price proposals. The VENDOR shall not begin work on any phase without appropriate permits and approvals in place.

Permitting – The VENDOR shall be responsible for all permits as necessary to complete the project. The VENDOR shall be responsible for any necessary permit time extensions or re-permitting in order to keep permits valid throughout the construction period. The VENDOR shall provide the COUNTY with draft copies of any and all permit applications, including proposed responses to agency requests for additional information, requests to modify the permits and/or requests for permit time extensions, all permit correspondence will be approved by the COUNTY prior to submittal to the agencies.

The VENDOR will be responsible for preparing designs and proposing construction methods that are permissible. The VENDOR will be responsible for any required permit fees. All permits required for a particular construction activity will be acquired prior to commencing the work. Delays due to incomplete or erroneous permit application packages, agency rejection, agency denials, agency processing time, or any permit violations, except as provided herein, will be the responsibility of the VENDOR, and will not be considered sufficient reason for a time extension or additional compensation.

Phase II – Software Procurement/Development**Software Development-**

The VENDOR is responsible to provide integration to existing systems and software as described in Section III – Existing Systems. The VENDOR has the option to replace the existing systems and software with alternate systems and software that can be shown to provide the same functionality. The additional software described below shall integrate and operate as shown in this scope, Attachment 1 – Requirements, as well as all reference documents that accompany this RFP, discussed in Phase I – Project Management and Planning.

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The software shall be compatible with all field equipment and ATMS software currently deployed in the County. The VENDOR shall provide information on compatibility with software related to version updates and controls for continuous operation. The VENDOR shall also describe any other devices or technology that can be implemented with the software system that may not be identified within this RFP.

- Deliverable: Decision Support System (DSS) will be developed and integrated into the Smart City Data Platform. The DSS will optimally distribute trips across the available network capacity based on speeds, travel times and current signal timings. It will leverage predictive analytical models to anticipate congestion before it happens, and then provide drivers with personalized routing and departure information to distribute them optimally across the roadway network.
- Deliverable: Predictive Analytics Module (PAM) will be developed and integrated into the Smart City Data Platform. The traditional way to analyze risk in a roadway network is to look at crash data. Although crash data can provide many useful insights on where and when collisions have happened in the past, historical crash data alone is insufficient to predict future crashes. Other factors that may make crashes more likely include levels of congestion, traffic on adjacent roadways, active construction, and weather conditions. A PAM uses machine learning algorithms to allow for these factors to be considered and subsequently recommends where to act to prevent new crashes in the roadway network.
- Deliverable: Demand Management Module (DMM) will be developed and integrated into the Smart City Data Platform. This module will incorporate load balancing with integration into remote applications for mobile routing, incentivization and Virtual Dynamic Message Signs (VDMS). The module will use the PAM to anticipate congestion before it happens, then leveraging the DSS will optimally distribute trips across the available network capacity based on speeds, travel times and current signal timings.

Mobile Applications-

The VENDOR will work with 3rd party application providers to develop new or modify existing smartphone-based applications to be utilized in these demonstrations. These application functions will communicate over C-V2X/DSRC and cellular network and be compatible with the CV RSU hardware supplied. It is the intent all the following functions be included in a single application; however, alternative development strategies may be accepted but additional points will be given to the fewest number of separate applications. These applications will be deployed on county-owned vehicles and county personnel for the testing of the project technologies.

It is the highest priority that the applications be available for both iPhone Operating System (iOS) and Android Operating System. At least one known mobile application currently receives Society of Automotive Engineers (SAE) J2735 messages to provide SPaT information to drivers and may be enhanced to include data from the Smart City Data Platform. The following deliverables are required:

- Deliverable: Cellular On-Board Unit (C-OBU) that can emulate a fully functional OBU and send, as a minimum, fully compliant Basic Safety Messages (BSM), and receive SPaT and Traveler Information Messages (TIM) messages to provide the SAE J2735 and J2945 message set functionality needed for the Ped Safety application. Vehicle position, speed and trajectory information will be sent to the app to alert pedestrians and bicyclists of vehicle encroachment, as needed, who are using their PID.
- Deliverable: Personal Information Device (PID) based application that can be used by pedestrians and bicyclists to receive, as a minimum, fully compliant Basic Safety Messages (BSM), Personal Safety Messages (PSM), SPaT and Traveler Information Messages (TIM) messages for the functionality needed for the Ped Safety application.
- Deliverable: Virtual Dynamic Message Sign (VDMS) application. This application, functional on the C-OBU, will receive DMS messages from the Pinellas County TMC via the Smart City Data Platform and use data received from BSM messages relative to vehicle location, direction, and potential routing navigation information to present drivers with DMS messages that are only applicable to their current route. Geofencing parameters will be user selectable to customize driver preferences.
- Deliverable: Mobile Routing Analytics (MRA) application. The Load Balancing module of the PCC will utilize Real-Time Routing and Incentivization tools to induce some drivers to take alternative routes that might be personally suboptimal but better for overall system performance. The VENDOR will provide a cellular-based application that can provide this information to the driver.

SECTION E – SCOPE OF WORK**Phase III – Field Hardware Procurement****Procurement and Installation-**

Once the hardware and COTS software requirements and specifications are accepted by the County and the stakeholders, the VENDOR will enter the new requirements into the RTVM and will order and install the required hardware and software for hosting the PCC project. The installation of the hardware will be performed by the VENDOR in collaboration with the Pinellas County IT and network support staff.

Field Equipment Procurement-

Roadside Units (RSU): RSUs and associated applications will be deployed and will include an additional 106 intersections (110 RSUs) along the parallel routes to US19, SR60, and downtown St Petersburg. All RSUs will be Dual-Mode, which provides C-V2X/DSRC functionality simultaneously. Fifteen (15) additional RSUs will also be purchased for maintenance support efforts and will be turned over to Pinellas County at the end of the project.

Multiple RSU manufacturers will be used to test interoperability of the software and verify ability to expand systems regionally. The VENDOR will install the RSUs at each designated signalized intersection. The installation, testing, operation, and maintenance of all units will be the sole responsibility of the VENDOR until project completion.

The VENDOR shall assist the County in applying for FCC licensing for the RSUs, whether through FDOT or directly to the FCC, as appropriate. All equipment purchases shall abide by 2 CFR 200.216 prohibiting certain telecommunications and video surveillance services or equipment.

The VENDOR will also be responsible for any and all ancillary equipment, commercial-off-the-shelf (COTS) software, cabling, computer licensing or any other supplemental parts or pieces that are required to provide the operation as stated in the scope and reference documents.

- Deliverable: 125 Roadside Units (RSU), 110 installed and 15 maintenance support unit's Equal percent maintenance support units for each manufacturer

Intersection Video Analytics / Machine Learning-

Intersection Video Analytics (IVA) / Machine Learning Detection Systems use highly flexible deep learning frameworks to detect and classify road users (vehicles of all kinds, pedestrians, and other mobility devices). The IVA must be customized with virtual segments to detect specific images, such as zones to look for stopped vehicles, driving directions and specific vehicle classes. In addition to the virtual segments, the platform can be customized with virtual lines, count the number of passing vehicles / road users, compare entry and exit points, trigger actions and perform many more analytical functions. The system must also be able to communicate to RSUs operating in either C-V2X or DSRC. Multiple IVA manufacturers are preferred to test interoperability and a mixture of functionality; however, if sufficient units that meet the requirements are not available a single IVA can be used. A total of three (3) spare units will be supplied in equal numbers based on the number of different manufacturers supplied.

Enough IVA units to provide full coverage of eighteen (18) intersections are required for this project. Six (6) intersections on SR60 and six (6) on adjacent routes in Ulmerton Road and East Bay Drive and an additional six (6) at specified intersections in downtown St. Petersburg. This IVA platform shall be capable of bi-directional integration of data including, pedestrian detection, vehicle classifications, and detection of various elements with the traffic signal controller and through the RSU to communicate with C-OBUs and PIDs.

The VENDOR will install the IVA units at each designated signalized intersection. The installation, testing, operation and maintenance of all will be the sole responsibility of the VENDOR until project is completed.

The VENDOR will also be responsible for any and all ancillary equipment, commercial-off-the-shelf (COTS) software, cabling, computer licensing or any other supplemental parts or pieces that are required to provide the operation as stated in the scope and reference documents.

- Deliverable: 18 - Intersection Video Analytics / Machine Learning Detection Systems (Full Coverage of 18 intersections, if multiple cameras are required)
- Deliverable: 3 - spare Intersection Video Analytics / Machine Learning Units

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Mobile Video Platform-

Mobile Video Analytics (MVA) will deploy a platform that provides five (5) vehicle mounted dash cameras (dash cams) that have the ability to communicate to the cloud and provide the following functionality.

The MVA will detect, monitor, and map Work Zones on roads in the downtown St. Petersburg core. MVA shall automatically detect barricade elements in work zones using Artificial Intelligence in the dash cams and application. Recent images of these barricade elements will then be aggregated, localized, and mapped to be viewable through the Smart City Data Platform.

The MVA platform will provide video frames from the network that can be accessed on a map within the Smart City Data Platform to provide a “virtual camera” around it so operators can monitor from the Traffic Management Center for traffic management and incident detection and verification. This system will also collect images of bus stops to provide real-time information to PSTA for operation and maintenance of transit assets along selected routes.

The VENDOR will also be responsible for any and all ancillary equipment, upgrades or modifications to the software, cabling, computer licensing or any other supplemental parts or pieces that are required to provide the operation as stated in the scope and reference documents.

- Deliverable: Five (5) Mobile Video Platform Units, covering thirty (30) linear roadway miles with selected modules.

Phase IV – System Hardware Procurement

System Computer Hardware and Software-

The VENDOR will be responsible for all servers and other computer related hardware, software, cabling and licensing to house, operate and maintain the PCC Platform. The cost in the price proposal will be shown as Lump Sum for this item, however: detailed specifications, machine requirements and individual component costs shall be submitted with the final price proposal.

- Deliverable: System Hardware

System Computer Licensing-

The VENDOR will be responsible for all procuring, installing, and configuring all software to make the system fully operational. This includes all operating systems, database and other services related to the system hardware. These licenses will include the entire project life cycle plus a minimum of one year following completion.

- Deliverable: System Software Licenses

Phase V – Implementation, Integration, Testing and Training

Existing System Integration-

The VENDOR is responsible to provide a system that meets all requirements as discussed in this scope and reference documents as a fully integrated and operational system.

The VENDOR is responsible to provide integration of new systems to existing systems and software. The VENDOR has the option to replace the existing systems and software with alternates that can be shown to provide the same functionality.

Early Deployment-

Pinellas County and the selected VENDOR will begin development and deployment of some known systems and interfaces prior to initiation of the design and integration tasks. Early start items that can be integrated into the solution since they are expansions of existing deployments or commercial services. These include the following items:

- Connected Vehicle RSU deployment and integration into the Connected Vehicle Management Software platform

SECTION E – SCOPE OF WORK

- Intersection Video Analytics configuration and training
- Mobile Video Analytics service
- Mobile Routing Application interface to the Decision Support System

As part of early deployment, the VENDOR shall provide information to FDOT's Traffic Engineering Research Laboratory (TERL) to ascertain need for TERL oversight of the new equipment from IVA, MVA, MRA, VDMS and the PID/C-OBUS. As discussed earlier under RTVM, this will include developing Technical Special Provisions (TSPs) for the IVA unit, MVA Dash Cam, PID and PID OBU devices and use of the FDOT RSU Development Specification (Dev Spec 681).

- Deliverable: Technical Special Provisions (TSPs)

Cybersecurity-

The VENDOR shall also work with FDOT Security Credential Management System (SCMS). SCMS is a certificate-based validation and security process that verifies that a CV message (e.g., basic safety message, traveler information message, etc.) is sent from a trusted entity and rejects messages received from those entities that are not properly signed. In 2020, the FDOT procured a statewide SCMS platform. The selected provider, TrustPoint Systems, Inc./ISS will provide all the hardware, software, labor, and all other elements necessary for the statewide SCMS platform.

The VENDOR will supply a cybersecurity plan for cyber-incident response. System software shall be updated to protect the software from breaches and failures as the software suppliers create updates.

- Deliverable: Cybersecurity Plan

Environment Setup-

After the PCC hardware and software are procured, the VENDOR, with assistance of the Pinellas County IT and network support staff, will set up the environments needed to support the project. Implementation of all the subsystems developed by the VENDOR will take place in their own isolated and secure system environments. After those subsystems have been successfully tested, the VENDOR will use the Pinellas County environments for the integration, testing and operation of the PCC project. All existing systems shall remain operational through all system implementation, integration, and testing.

- Integration: The integration environment is where the development work to integrate all subsystems takes place. This environment is also used for development of new releases and patches once the PCC project has been deployed and is in the Operations and Maintenance (O&M) phase.
- Pre-Production/Staging: The pre-production environment can be thought of as the staging or test environment where the full system is deployed and is used for testing new releases or supporting the County and stakeholder staff training.
- Production: The production environment is where the live system will reside.

System Acceptance Testing (SAT)-

During the implementation phase, the program manager in conjunction with the VENDOR will develop a test plan that specifies the methods and timing for the unit, subsystem verification, and system acceptance testing. The Test Plan document will describe the test plans and test procedures to validate each detailed requirement defined in the RTVM, verify the integration and data sharing across subsystem components defined in the SyRS, and verify connection with external systems and field devices. Test Plan and Operational Readiness Testing (ORT), per Test Readiness Review (TRR) and Operational Readiness Review (ORR), shall be completed prior to system acceptance and deployment. The County and Program Manager will monitor all testing and determine if the software systems are compliant with the design.

The VENDOR will follow a rigorous testing process based on systems engineering and software development best practices. Additional information relative to testing requirements are in the attached reference documents.

- Deliverable: System Acceptance Test (SAT) Plan and Testing

SECTION E – SCOPE OF WORK**Training Plan-**

The VENDOR will develop a Training Plan which will describe how managers, system operators and maintenance staff will be trained prior to operation of the PCC system. There is no defined number of hours for training, however sufficient hours will be proposed by the VENDOR to cover all aspects of the training in appropriate level of detail for each type of user. The Training Plan will include:

- Schedule for all role-based training sessions
- Training evaluation process
- Expected results
- Training schedule
- Resource plan for training
- Post training support

The Training Plan will be approved by Pinellas County.

- Deliverable: Training Plan

Training-

The VENDOR will provide training for County staff as described in the approved Training Plan.

Training will be provided as early as can be scheduled after the implementation milestone is reached. Training materials will be provided to trainees to include an updated description of system functions, application procedures, and error troubleshooting guides including contingencies and/or alternative modes of operations (backup plan). All training will be completed prior to system acceptance.

Training will cover all equipment and software for both repair, maintenance and operation of equipment and system administration and operation of all software components.

- Deliverable: Complete System Training

Go Live-

After successful completion of the PCC Platform SAT, the VENDOR will coordinate with the County and its stakeholders to determine the official 'go-live' date of the system. The 'go-live' date will be no later than one week after completion of the SAT. The VENDOR will provide an experienced systems engineer on-site for one week after the 'go-live' date to resolve any detected issues.

The 'go-live' date constitutes the start of the 30-day burn-in period, during which the PCC platform must run without any failures. The VENDOR will address and correct any minor failures, which are defined as failures that do not require stopping the entire system or any one entire subsystem delivered as part of this project, within one day of notification. Major failures, defined as failures that require rebooting or stopping the entire system or a complete subsystem delivered as part of the PCC platform, will be corrected as soon as possible by the VENDOR and will lead to a restart of the 30-day burn-in period.

Documentation-

The VENDOR will produce a set of user and administrator manuals to support the O&M of the PCC platform. In addition, a set of "as-built" documentation of the solution and inventory will be provided.

All warranties will be signed over to Pinellas County. All warranties must be transferrable to Pinellas County.

- Deliverable: As-Built Documentation
- Deliverable: Warranty Transfer to Pinellas County

Phase VI – Operations & Maintenance

Upon successful completion of the 30-day burn-in and system acceptance, the project will transition to the 24-month O&M phase.

SECTION E – SCOPE OF WORK**Operations and Maintenance-**

The O&M Phase will have a soft-launch and hard-launch phase. The soft launch will be used to identify any changes in operations that are needed or if additional data sources are identified and need to be integrated.

The VENDOR shall work with and supply the System Evaluator with real-time and archived data needed for System Validation. This will include relevant data from the IVA, MVA, MRA, Pedestrian Safety and all applications tested in the PCC as required by the System Evaluator, which may be an academic consultant. The System Evaluator will report findings of the PCC project to FHWA and will need to supply system data to the Project Open Data Metadata Schema or USDOT Public Access Program.

System Verification - Soft Launch Phase-

After successful deployment of the PCC project, the first 12 months will serve as the operational test to ensure the system is fully operational in the real-world and all user needs, and requirements are verified. The VENDOR and the County will monitor the system performance and make any final changes to the system before entering the full O&M phase. Key activities during the soft launch include:

- Agencies will start using the system, make sure components are working appropriately, and improve the operational process and procedures as needed
- Additional data sources will be identified to integrate before hard launch
- Deliverable: An MRA, VDMS, IVA and MVA Installation and Maintenance Plan
- Deliverable: Standard Operating Procedures

Operations and Maintenance - Hard Launch Phase-

The hard launch will focus on monitoring performance of the system, and additional calibration of the PCC platform as needed during the entire O&M Phase.

- Deliverable: Maintain the PCC platform and all hardware during the 24-month O&M phase of the project. Maintenance on the PCC platform will include both preventative and emergency maintenance.

Additional Operation and Maintenance Requirements-

The system software shall be compatible with the traffic signal controllers currently deployed throughout the County. The PCC system VENDOR shall provide information on compatibility with existing field equipment and corresponding firmware that are compatible or incompatible with the future PCC system software. The VENDOR shall also supply information on other ITS/CV or detection devices that are integrated within their software solution. The VENDOR shall also describe any other devices or technology that can be implemented with the software system that may not be identified within this RFP.

Any device, hardware or software that is needed for the PCC system software to function per this RFP shall be called out within the VENDOR'S proposal, including specific computer hardware requirements and any necessary network devices. The VENDOR will be required to coordinate all integration and testing steps with the County staff, or their representative, before, during and after PCC system integration. VENDOR assistance will also include appropriate configuration of the CV RSUs with the traffic signal controllers, graphics displays, customized reports and all other devices outlined in the functional requirements of this RFP.

Post Selection – Project Work Plan and Schedule-

A high-level approach, or work plan, and the methodologies proposed by the VENDOR to fulfill the deliverables and requirements as described in this RFP must be provided in **Section IV** of the proposal. However, once recommended for selection and prior to Notice to Proceed (NTP), the VENDOR will be responsible for a detailed project work plan including schedule and all deliverables including the initial and final acceptance testing and training plans. The Proposer must address and discuss in detail all the required deliverables for the proposed phases in their detailed project work plan and organize and plan for the accomplishment of the work based on their experience with projects of similar scale and scope without hindering or impacting current traffic signal, ITS or CV operations. This document will also include any modifications and additional services that the County has determined are beneficial to the project.

SECTION E – SCOPE OF WORK

The County reserves the right to request additional clarifications and additional documents or data to support the integration process by the PCC system VENDOR.

Detailed Project Work Plan outline:

- Prior to NTP and during negotiations, the detailed project work plan shall be submitted in draft form. This detailed project work plan activity builds upon the successful VENDOR'S proposed project plan of Section IV of the proposal; including any modifications and additional services that the County has determined are beneficial to the project. This draft document will then be refined until an approved upon plan for completion of the Project is reached by all stakeholders involved.
- The detailed project work plan must show a communications flow diagram and all personnel that will be responsible for each portion of the implementation, including roles, responsibilities availability and their technical experience.
- The proposed project schedule in the detailed project work plan must reflect document submittal dates and mutually agreed upon review and comment resolution periods for each submittal in order to reach the implementation schedule.
- The detailed project work plan shall clearly state Pinellas County responsibilities and expectations to ensure the PCC system is implemented on schedule and to the County's satisfaction.
- The detailed project work plan shall include milestones in the schedule and a proposed payment schedule. The payment schedule shall be mutually agreed to by both the VENDOR and Pinellas County.

Once an approved detailed Project Work Plan is approved by the County and the contract executed by the County the VENDOR can proceed to implement the PCC system components. Implementation shall be according to the work plan and schedule as approved. Should a delay in any work or an issue be identified, the VENDOR shall notify the County immediately upon identification and request a meeting with the County to discuss and rectify the issue. The schedule shall be updated accordingly if the delay is deemed acceptable by the County. Should the VENDOR be non-responsive in identifying and rectifying schedule delays, the County reserves the right to cancel the contract in its entirety.

The VENDOR will be responsible for all work by its subcontractors and report progress and problems that may arise to the Pinellas County Project Manager in a timely manner. The VENDOR will be responsible for coordination and scheduling of work between its subcontractors and with the County.

The VENDOR shall be responsible for creating their implementation schedule to carry out the work. Cutover, downtime, or any disruption in existing operations shall be scheduled with and approved by the County. System operations disruption shall not occur Monday – Friday, between 6 am – 9 am and between 4 pm – 7 pm (morning and afternoon peak traffic times). Weekend and night work will be allowed upon acceptance with the County. Any cutover or implementation that will cause disruption to the operation shall be carried out onsite (Pinellas County TMC) by the VENDOR and their designated technical staff. Database conversions, such as copying or uploading signal timing data into the new PCC system software, and items that will not cause disruption to the current TMC operations shall be able to be done remotely by the VENDOR and their designated technical staff. If there is a risk of causing disruption to the current TMC operation, the VENDOR shall notify the County and schedule that task accordingly with the appropriate onsite staff. Hardware implementations of RSUs and other devices being installed or tested at the street level shall not disrupt normal traffic operations. A Maintenance of Traffic (MOT) plan shall be given to the County for approval before street-level installations with potential traffic disruptions.

J. EVALUATION PROCESS:

1. Written Evaluation – Technical Proposal Assessment

The County will conduct a detailed review of all technical proposals, included PCC system VENDOR innovative solutions that are presented within their proposal per the evaluation criteria listed in Section V below. It should be noted; the County reserves the right to proceed to award recommendation based solely on written evaluation evaluation and scoring. At the conclusion of written evaluation, if needed, a shortlist of qualified proposers may be advanced to interview, present and demonstrate their software as part of oral presentation.

SECTION E – SCOPE OF WORK

2. Oral Evaluation - Interview/Presentation and Demonstration

The County may elect to invite a shortlist of proposers to an interview and presentation of their proposed solution, followed by a question-and-answer period. While this interview and presentation is not guaranteed, all proposers shall be prepared to attend the interview and presentation per the date identified in this RFP.

The proposer with the highest combined score between written and oral (if needed) presentations, shall proceed with the contracting process.

K. WRITTEN EVALUATION CRITERIA:

Listed below are the criteria that will be used by the County to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the following evaluation criteria:

1. Proposed Solution (25 pages max) (350 Points):

Provide a separate statement that states adherence to the scope of work in Section E and functional requirements/System Requirements Matrix stated in Attachment 2. This section includes specific statements of the VENDOR compliance as well as descriptions of the proposed software and hardware solutions. The description of the software, hardware and adherence to the scope should be neatly organized and referenced to the specific sections of the scope or functional requirements shown in this RFP. This portion of the proposal should show the complete system architecture, including data flows, hardware uses, network connectivity and other software (i.e., database) uses along with full descriptions of the software and equipment being proposed.

2. System Requirements Matrix Form (Attachment 2) (200 Points):

Proposer must submit Attachment 1 and provide a state conformance for each system requirement per the System Requirements Matrix found in Attachment 2 of this RFP. 'Functional Compliance' columns: The VENDOR shall state if the components comply with each requirement in the following manner:

Compliant = Fully Compliant with Requirement

Partially Compliant = Requirement under development & testing or available through customization (describe)

Not Compliant = Not Compliant with Requirement

'VENDOR Response' column: Provide a brief response statement shall follow the Compliance to describe the level of compliance, non-compliance, or under current development or customization options including a date that the requirement will be fully tested and offered, if under development or in need of customizing the software.

Provide additional information for the system's Concept of Operations applicable to the requirements can be found in reference document "Concept of Operations for Pinellas County Connected Community"

3. Project Work Plan (10 pages max) (200 Points):

Provide a high-level project work plan that describes the proposed plan to implement the Pinellas Connected Communities (PCC) solution including a high-level schedule and sequence for implementing the project components. The work plan shall show and describe milestones for implementation as well as VENDOR versus Pinellas County responsibilities. The project deployment plan shall include any concurrent activities or engineering value to lessen the time of the deployment. The project deployment plan should outline all personnel proposed to complete the work proposed in the work plan. Testing of the software package(s) and hardware installation(s) including integration and functional requirement testing shall be clearly outlined in this work plan and in the schedule. Training and support shall also be addressed and shown in the schedule for this section.

4. Relative Project Experience (5 pages max) (125 Points):

Provide three (3) case histories or recently completed projects similar in scope and complexity, including direct client/government reference information

SECTION E – SCOPE OF WORK**5. Cost Proposal (100 Points)**

The proposed compensation to be paid by the County for the services identified in the Statement of Work. Proposer must submit **SECTION F – COST PROPOSAL**. The cost proposal represents the cost of the standard software licensing to cover all signal, Intelligent Transportation System (ITS) and Connected and Automated Vehicle (CV) devices and the implementation services to meet all requirements as stated in this RFP. Implementation services includes all software customization necessary for the VENDOR to meet the requirements, as well as configuration, testing and training services. The cost proposal will include all servers and other computer related hardware, operating system software, cabling, and licensing to house, operate and maintain the PCC Platform. The costs shall include a line item for travel expenses, per FL statute, to meet all onsite configuration, testing, training, and support requirements. The cost proposal shall also list annual maintenance and support service cost for each year of the project duration to meet the support requirements listed in this RFP. While the standard software licensing is expected to be a fixed cost, the County reserves the right to negotiate implementation services based on customization and innovation necessary to meet the requirements.

The cost proposal ONLY include items that the VENDOR determines to be part of the RFP request. Any options or additional items proposed by the VENDOR will be shown on a separate sheet.

Pricing must be submitted on a “not-to-exceed” basis. For implementation and support services under a not-to-exceed arrangement, the County compensates the proposer on the basis of major deliverables to be identified in the detailed project work plan. If there is a “residual” amount at the end of the project (the difference between total implementation contract amount and actual total costs), the County shall retain the difference by not spending the funds. In contrast, if the implementation cost ceiling is exceeded, the VENDOR is to finish the work at no additional compensation.

In addition, the VENDOR shall list a ‘not to exceed’ hourly rate for additional services.

After opening all cost proposals, the Purchasing Department will determine which proposal has the lowest price. This proposal will receive 100% of the cost proposal points. This price will become the base score for all other proposals. All other proposals will receive a score based on the base price divided by the proposed cost times 100 points.

All documents or proposed phasing that will be submitted during the software implementation will require County approval and notice to proceed. Any documents required and submitted must conform to County contracting requirements contained in the RFP, specifically the Limitations on Liability and Indemnification clauses stated on Section C- Limitation on Liability, Indemnification, and Insurance Requirements

6. No Exceptions to RFP (25 Points)

Proposer is advised that exceptions to any terms and conditions contained in this RFP, or the Services Agreement must be stated with specificity in its response to the RFP. The points available under this criterion will be deducted if the Proposer takes exception to any language to this RFP package. Failure to provide exceptions with the submittal shall result in the mandatory acceptance of the agreement as submitted herein by default. Exceptions must be submitted on a separate sheet titled exceptions.

****Total for Written Evaluation - Technical Proposal Evaluation = 1000 Points**

L. ORAL EVALUATION:

- 1. Understanding of Project (500 Points)**
- 2. Ability to Provide Required Services within the Schedule and Budget (300 Points)**
- 3. Managerial Methods Used to Plan/ Design/ Administer the Project (200 Points)**

****Interview and Presentation: 1000 Points**

****Total for Written and Oral Evaluations = 2000 Points**

SECTION E – SCOPE OF WORK

Items To Be Returned with Proposal

Proposal Organization: Proposers are expected to organize their proposals in such a manner as to facilitate the evaluation process. Proposals should be keyed or indexed to correspond with this Request for Proposal. Responses should be correlated to the specific submittal, Criterion, section, or paragraph number of the request for proposal being addressed. Evaluators will make a reasonable effort to locate information in the proposals; however, failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit.

a)	Page 1	Proposal Signature Page
b)	Section B	Item 2 Proposal Requirements (to include): <ul style="list-style-type: none"> • Section I Title Page, Letter of Interest • Section II Proposed Solution • Section III System Requirements Matrix Form • Section IV Project Work Plan • Section V Relative Project Experience • Section VI Cost Proposal
c)	Section D	Vendor References
d)	Section E	Proposal Submittal <ul style="list-style-type: none"> • Proposed Solution • Attachment 2-Connected Community Requirements Form • Project Work Plan • Relative Project Experience • Cost Proposal • No Exceptions
e)	Section F	COST PROPOSAL
f)	Section F	ePayables Form
g)	Section F	W-9 Form
h)	Section G	Addendum Acknowledgement Form (If Applicable)
i)	Section H	Statement of No Submittal (If Applicable)
j)	Appendix 1	E-Verify Affidavit
k)	Agreement	Signed Sample Agreement in Acknowledgement and Acceptance of County Terms and Conditions

SECTION F – PROPOSAL SUMMARY

SECTION F – PROPOSAL SUMMARY

See Attachment Titled Section F – Cost Proposal (Excel). Pricing must be submitted on Section F Bid Submittal and Summary.

DELIVERY _____ DAYS AFTER RECEIPT OF ORDER

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 www.flsenate.gov/Laws/Statutes/2011/607.1501.

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit dos.myflorida.com/sunbiz/ for this information on how to become registered.

Company Name

ELECTRONIC PAYMENT (EPAYABLES)

ELECTRONIC PAYMENT (EPAYABLES)

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card through the ePayables system. See above.

Would your company accept to participate in the ePayables credit card program?

Yes _____ No _____

For more information about ePayables credit card program please visit Purchasing Department website

www.pinellascounty.org/purchase/

Company Name

Signature

Printed Signature

Phone Number

Email

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION**W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION*****Instructions to form W-9 available upon request**

The contractor must complete and submit to the County Form W-9 available: Through the following link:

www.irs.gov/forms-pubs/about-form-w-9

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HAS. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under the tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer.

SECTION G - ADDENDUM

SECTION G - ADDENDUM

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS SOLICITATION BY SIGNING AND DATING BELOW:

ADDENDA NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) have been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in response being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding addenda issued is available on the OpenGov website, <https://secure.procurenow.com/portal/pinellasfl>, listed under the bid attachments.

SECTION H – STATEMENT OF NO BID

SECTION H – STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please complete this form. **Thank you.**

We, the undersigned have declined to submit a bid for No. **23-0029-RFP** for **Pinellas Connected Community Project - ATCMTD**.

- _____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Invitation to Bid.
- _____ We do not offer this product or service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet specifications.
- _____ Unable to meet Bond requirement.
- _____ Specifications unclear (explain below).
- _____ Unable to Meet Insurance Requirements.
- _____ Remove Us from Your "Notification List" Altogether
- _____ Other (specify below).

REMARKS:

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

COMPANY EMAIL: _____

APPENDIX 1 – E-VERIFY AFFIDAVIT

APPENDIX 1 – E-VERIFY AFFIDAVIT

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature: _____

Print Name: _____

Date: _____

Federal Work Authorization User Identification No.: _____

Name of Pinellas County Contract and Contract No.: _____

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me by means of 1) physical presence ___ or 2) online notarization ___, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public: _____

Name typed, printed, or stamped: _____

My Commission Expires: _____

ATTACHMENT 1:

PINELLAS CONNECTED COMMUNITY

FUNCTIONAL REQUIREMENTS

System/Subsystem Minimum Technical and Functional Requirements

The following System/Subsystem Minimum Technical and Functional Requirements establishes the functional, performance, design, development, and verification requirements for the Pinellas County Connected Community project. This documentation contains requirements gathered from the contractual elements typically consisting of the contract document, scope of work, Concept of Operations document, Systems Engineering Management Plan (SEMP), Data Management Plan (DMP), and System Requirements Matrix (below). The Pinellas Connected Community minimum technical requirements defines the set of requirements to be verified as part of the acceptance of the project.

The requirements, together with the logical architecture, define WHAT the system to be **deployed** must be capable of doing.

Logical Architecture for the Pinellas Connected Community System

The system context diagram in **Figure 1** shows a high-level conceptual framework of the system with the external interfaces to the existing system.

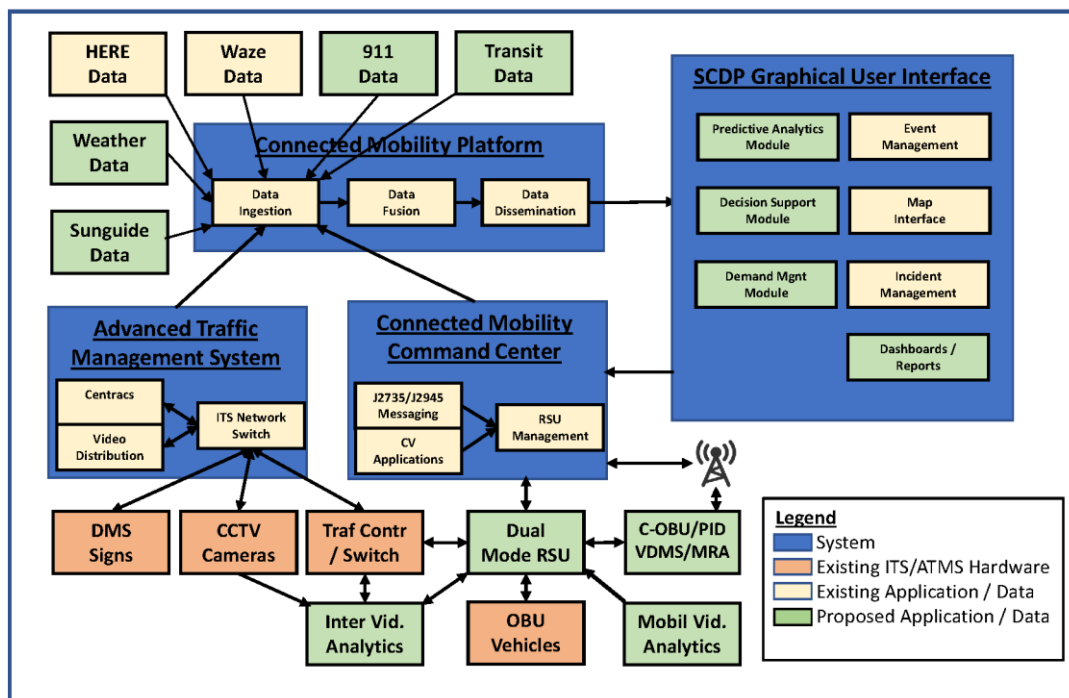


Figure 1: Pinellas Connected Community System Concept

Requirements

The Connected Community Project will deploy technologies to assist the region with multi-modal and multi-agency strategies to improve mobility and safety within the region. The project builds upon several platforms and technologies that have been deployed over the past several years.

The following high-level requirements summarize the transportation systems and services that are included in this project as shown in Figure 1. It also details the purpose of the system/service and the specific technology/system to be deployed to support that system/service. Traffic data is collected and processed and made available to the operators on various platforms. The requested system shall:

- Continue to consolidate the various data sources into one single, centralized data warehouse (Connected Mobility Platform - CMP) and make it available to the operators through a multi-layered dynamic map (User Interface) and integration with their operational systems.
- Expand the real-time performance measures platform to dynamically monitor and operate the regional transportation network.
- Expand the deployment of existing CV technologies for Signal Phase and Timing (SPaT), Transit Signal Priority, Emergency Vehicle Preemption and Pedestrian Safety with RSUs added to 106 intersections.
- Deploy Intersection Video Analytics (IVA) / Machine Learning along several corridors.
- Share the fused data with regional partners through one Data Mart, and through an Information Exchange Network (User Interface).
- Deploy a Predictive Analytics system to predict and respond proactively to incidents and non-recurring congestion
- Provide mobile video analytics (MVA) for work zone monitoring, and incidents verification.
- Provide data to 3rd party developers (through CMP) for creation of an incentivization application for corridor load balancing and demand management.
- Work with 3rd party developers to provide cellular-based CV data applications (Mobile App), including mobile routing analytics (MRA) and Virtual Dynamic Message Sign (VDMS) messages, to give users routes based on the predictive analytics, load balancing, and demand management applications.

Requirements List

This section covers the functional and non-functional requirements. Functional requirements define what the system will do; nonfunctional requirements define what the system will be. Non-functional requirements include performance, interface, data, and hardware requirements, among others. The list also covers constraint requirements, which limit quantities or functionalities (e.g., message sets).

For the higher-level requirements provided below, the requirement ID provides the level of requirement:

- Level 1 (1.0) – System Level requirements for the Pinellas Connected Community System
- Level 2 (1.1) – Subsystem Level Requirements as children of Level 1 requirements
- Level 3 (1.1.1) – Component/ Module Level Requirements as children of Level 2 requirements

Detailed Requirements follow the Level 1-2-3 list, with identification numbers (e.g., DR001.1) The Detailed Requirements are based on the User Needs listed in the ConOps and the User Needs/High-Level Requirements table in the SEMP. The Requirement Types and Verification Methods listed below are meant to assist Construction Engineering and Inspection (CEI) with verifying that the requirements were met. These requirements are also listed in the RTVM.

Requirement Types

Within the requirements list, the requirement type is abbreviated as follows:

- F = Functional
- I = Interface (interface between DSS and external systems)

- D = Data (internal storage, send and receive of data within the DSS)
- C = Constraint
- P = Performance
- H = Hardware

Verification Method

Within the requirements list, the verification methods indicated are as follows:

- **Analysis** = Analysis (*Analysis is the use of established technical or mathematical models or simulations, algorithms, or other scientific principles and procedures to provide evidence that the item meets its stated requirements.*)
- **Inspect** = Inspection (*Inspection is observation using one or more of the five senses, simple physical manipulation, and mechanical and electrical gauging and measurement to verify that the item conforms to its specified requirements.*)
- **Demo** = Demonstrate (*Demonstration is the actual operation of an item to provide evidence that it accomplishes the required functions under specific scenarios.*)
- **Test** = Test (*Test is the application of scientific principles and procedures to determine the properties or functional capabilities of items.*)

Assumptions and Dependencies

- Existing operational systems will be used for command and control of field infrastructure
- Existing Smart City Data Platform will integrate data from other systems
- Existing CMCC Platform will manage all CV Field Devices
- Existing Smart City Data Platform will be expanded with additional functionality

The VENDOR has the option to replace the existing systems and software with alternate systems and software that can be shown to provide the same functionality.

Attachment 2 – Pinellas Connected Community Functional Requirements



System VENDOR/Manufacturer: _____

Contact: _____

ATMS Software: _____

1. Columns A-B describe the requirement to meet which matches a need identified in the ConOps. Column C-E is the source information. Vendor shall complete the fields at the top-right corner and Columns F-H.
2. For each function noted, Vendor shall mark one "X" under Vendor Compliance (Columns F-H) to indicate if the proposed system is Compliant, Partially Compliant or Not Compliant. Please enter Comments in Column I to explain the reason for any functions that are noted as Partially Compliant and if customization of the software is necessary.
3. In the first section (1.0 – 1.6.7) are high-level systems software requirements. In the second section (DR001.1 – DR010.21) are Detailed Requirements from the RTVM.

Pinellas Connected Community - System Requirements Matrix

A	B	C	D	E	F	G	H	I
No.	Requirement Function/Description	Req Type, Method & Source Documentation			Compliance			Vendor Response
		Req Type	Verification Method	Parent Req	Compliant	Partially Compliant	Not Compliant	
1.0	The Connected Community System shall provide multi-modal and multi-agency strategies and technologies to improve mobility and safety within the region	F	Demo					
1.1	The Smart City Data Platform will store all necessary data for the Connected Community System	D	Demo	1.0				
1.1.1	The Connected Mobility Command Center (CMCC) shall monitor the status of CV Roadside equipment	F	Demo	1.1				
1.1.1.1	The CMCC shall send J2735 formatted messages to CV Roadside equipment	F	Demo	1.1.1				
1.1.1.2	The CMCC shall send data to the Connected Mobility Platform (CMP).	F	Demo	1.1.1				
1.1.2	The CMP shall receive, aggregate, and send Smart City related data	F	Demo	1.1				

1.1.2.1	The CMP shall receive CV related data from the CMCC	F	Demo	1.1.2				
1.1.2.2	The CMP shall receive video analytics data from the video analytics system	F	Demo	1.1.2				
1.1.2.3	The CMP shall receive sign data from the Mobile Video platform	F	Demo	1.1.2				
1.1.2.4	The CMP shall receive virtual video data from the Mobile Video platform	F	Demo	1.1.2				
1.1.2.5	The CMP shall receive construction zone data from the Mobile Video platform	F	Demo	1.1.2				
1.2	The Smart City Operational Platform shall provide the business processes for the system	F	Demo	1.0				
1.2.1	The Performance Measures module shall display dashboards and reports of current system performance	F	Demo	1.2				
1.2.1.1	The Performance Measures module shall provide an interface for users to create new dashboards and reports	F	Demo	1.2.1				
1.2.1.2	The Performance Measures module shall display current versus historical travel times	F	Demo	1.2.1				
1.2.1.3	The Performance Measures module shall receive data from the CMP	F	Demo	1.2.1				
1.2.1.4	The Performance Measures module shall be viewable through a menu item selectable within the Smart City Platform	F	Demo	1.2.1				
1.2.2	The Predictive Analytics Module shall predict incident risk within the region	F	Demo	1.2				
1.2.2.1	The Predictive Analytics Module shall compute the location of an incident risk	F	Demo	1.2.2				
1.2.2.2	The Predictive Analytics Module shall receive current transportation data from the CMP	D	Demo	1.2.2				
1.2.2.3	The Predictive Analytics Module shall send appropriate agency users an alert when an incident is likely to occur	F	Demo	1.2.2				
1.2.2.4	The Predictive Analytics Module shall send predicted incidents to the CMP	F	Demo	1.2.2				
1.2.3	The Demand Management Module shall calculate a recommended load balance between parallel routes.	F	Demo	1.2				

1.2.3.1	The Demand Management Module shall use route selection criteria based on travel time and traffic volumes	F	Demo	1.2.3				
1.2.3.2	The Demand Management Module shall receive data from the CMP	D	Demo	1.2.3				
1.2.3.3	The Demand Management Module shall provide recommendation of appropriate messages to be tested on physical DMS	F	Demo	1.2.3				
1.2.3.4	The Demand Management Module shall provide the adequate distribution of vehicles between main and alternative routes according to objective criteria	F	Demo	1.2.3				
1.2.3.5	The Demand Management Module shall provide data for mobile app providers for visual and spoken notification of route recommendations, as in the Mobile Routing Analytics (MRA) application and Virtual Dynamic Messages (VDMS).	D	Demo	1.2.3				
1.2.4	The Decision Support Module shall provide recommended actions for events	F	Demo	1.2				
1.2.4.1	The Decision Support Module shall calculate when load balancing is needed	F	Demo	1.2.4				
1.2.4.2	The Decision Support Module shall calculate the optimal distribution of trips across the available network capacity based on speeds, travel times and current signal timings.	F	Demo	1.2.4				
1.2.4.3	The Decision Support Module shall notify agency users when a load balance is recommended	F	Demo	1.2.4				
1.2.4.4	The Decision Support Module shall provide recommendation for messages and timing plans for the load balance.	F	Demo	1.2.4				
1.3	Intersection Video Analytics (IVA) shall use video streams to develop various traffic data	F	Demo					
1.3.1	Intersection Video Analytics (IVA) shall recognize pedestrians within an instrumented intersection with a 90% accuracy	F	Demo	1.3				
1.3.2	Intersection Video Analytics (IVA) shall recognize bicycles within an instrumented intersection with a 90% accuracy	F	Demo	1.3				
1.3.3	Intersection Video Analytics (IVA) shall send pedestrian and bicycle detections to the CMP	F	Demo	1.3				
1.3.4	Intersection Video Analytics (IVA) shall send pedestrian and bicycle detections to the CV infrastructure	F	Demo	1.3				
1.4	Mobile Routing Analytics (MRA) App shall display traffic data	F	Demo					

1.4.1	Mobile Routing Analytics (MRA) App shall display signal phase and timing data as a user approaches a CV-equipped intersections	F	Demo	1.4				
1.4.2	Mobile Routing Analytics (MRA) App shall display current event information from the Smart City Platform	F	Demo	1.4				
1.4.3	Mobile Routing Analytics (MRA) App shall display recommended routing	F	Demo	1.4				
1.4.4	Mobile Routing Analytics (MRA) App shall be available for users to download from the Apple App Store and/or Google Play Store	F	Demo	1.4				
1.4.5	Virtual Dynamic Message Sign (VDMS) messages shall display current event information from the Smart City Platform	F	Demo	1.4				
1.4.6	Virtual Dynamic Message Sign (VDMS) messages shall display recommended routing	F	Demo	1.4				
1.4.7	Virtual Dynamic Message Sign (VDMS) messages shall be available for users to download from the Apple App Store and/or Google Play Store	F	Demo	1.4				
1.5	Mobile Video Analytics (MVA) shall analyze mobile video streams to provide summary data of the infrastructure	F	Demo	1.0				
1.5.1	Mobile Video Analytics (MVA) shall provide a visual location and inventory of current road signs in the test area	F	Demo	1.5				
1.5.2	Mobile Video Analytics (MVA) shall detect, monitor, and map all Road Work Zones and Transit stops in the test area	F	Demo	1.5				
1.5.3	Mobile Video Analytics (MVA) shall provide virtual cameras images viewable on the Smart City Platform map interface	F	Demo	1.5				
1.5.4	Mobile Video Analytics (MVA) interface will be viewable within the Smart City Platform	D	Demo	1.5				
1.6	CV Roadside Unit (RSU) shall be capable of being managed by the CMCC	F	Demo	1.0				
1.6.1	CV Roadside Unit (RSU) shall provide an ethernet connection to a traffic signal controller	F	Demo	1.6				
1.6.2	CV Roadside Unit (RSU) shall use a power over ethernet connection	F	Demo	1.6				
1.6.3	CV Roadside Unit (RSU) shall use both DSRC and CV2X simultaneously (i.e., dual mode)	F	Demo	1.6				
1.6.4	CV Roadside Unit (RSU) shall send J2735 and J2945 messages to OBU equipped vehicles	F	Demo	1.6				
1.6.5	CV Roadside Unit (RSU) shall send and receive signal phase and timing information	F	Demo	1.6				
1.6.6	CV Roadside Unit (RSU) shall be installed at county identified intersections	F	Demo	1.6				

1.6.7	CV Roadside Unit (RSU) shall transmit data using DSRC, CV2X, and/or cellular standards	F	Demo	1.6				
DR001.1	The Connected and Automated Vehicle (CV) system shall use a CV Roadside Unit (RSU) at intersections within key to send and receive messages from Onboard Units (OBU) in vehicles, Cellular-OBU (C-OBUs) and Personal Information Device (PID).	F	DEMO	ConOps Section 4				
DR001.2	RSUs shall be properly interfaced with traffic signal controllers, according to manufacturers' specifications and CEI verification.	I	INSPECT	ConOps Section 4				
DR001.3	The system shall use Society of Automotive Engineers (SAE) most current J2735 message sets (e.g., Signal Phase and Timing (SPaT), MAP (roadway geometry), Basic Safety Message (BSM), Personal Safety Message (PSM), Traveler Information Message (TIM), Signal Request Message (SSM), Signal Status Message (SSM), etc.) and J2945 onboard system requirements.	C	TEST	ConOps Section 4				
DR001.4	The CV RSU messages shall be readable by an OBU in vehicles, and C-OBU smartphone application(s).	F	DEMO	ConOps Section 4				
DR001.5	In-vehicle C-OBU equipment to meet Florida Design Standards and standard specifications	F	DEMO	Technical Special Provision				
DR001.6	The CV RSUs messages shall be readable by a pedestrian smartphone/Personal Information Device (PID)-based application.	F	DEMO	ConOps Section 4				
DR001.7	The CV system shall send out safety alerts to vehicle and pedestrian through C-OBUs and PIDs.	F	DEMO	ConOps Section 4				
DR001.8	The system shall deploy Intersection Video Analytics (IVAs) added to existing Pinellas County Closed-Circuit Television (CCTV) for both a pedestrian and work zone detection system.	F	DEMO	ConOps Section 4				
DR001.9	IVA equipment to meet Florida Design Standards and standard specifications	F	DEMO	Technical Special Provision				
DR001.10	The system shall deploy Dash Cams for Mobile Video Analytics (MVAs) to assist with predictive analytics and readable by RSUs.	H	DEMO	ConOps Section 4				
DR001.11	Dash Cam equipment to meet Florida Design Standards and standard specifications	F	DEMO	Technical Special Provision				
DR001.12	The CV system shall deploy PID-OBUs for Mobile Routing Analytics (MRAs) and Virtual Dynamic Message Sign (VDMS) messages to assist with in-vehicle rerouting.	H	DEMO	ConOps Section 4				
DR001.13	The CV system shall expand the existing Smart City Data Platform (SCDP) to provide a data interface to 3rd party mobile app developers	I	DEMO	ConOps Section 4				
DR001.14	The CV system shall expand SCDP to include demand management, load balancing and predictive analytics modules.	F	DEMO	ConOps Section 4				

DR001.15	The CV system shall collect and store/archive MRA, VDMS, IVA and MVA, demand management, load balancing and predictive analytics data for later retrieval and analysis.	D	TEST	ConOps Section 4				
DR001.16	The system shall collect and store/archive data for pedestrian and vehicle safety performance measurement. CEI shall verify that the data is collected at the TMC.	D	TEST	ConOps Section 4				
DR001.17	The system shall allow collecting, storing and comparing before and after incident response times.	D	TEST	ConOps Section 4				
DR001.18	Pedestrian Safety application software on a PID shall receive and send messages to/from the RSU.	F	DEMO	ConOps Section 4				
DR001.19	The pedestrian PID shall use an application that receives notices from an RSU of an approaching vehicle, when an opposing pedestrian phase is active.	F	DEMO	ConOps Section 4				
DR001.20	The RSU shall log all BSMs, PSMs, TIMs and vehicle and PID alerts and forward data to storage per the system design.	F	DEMO	ConOps Section 4				
DR001.21	The PID application(s) shall provide transmission to storage using RSU/OBU logs	F	DEMO	ConOps Section 4				
DR001.22	The PID and OBU devices shall read, interpret and present a Cellular-Vehicle to Everything (C-V2X) and/or Dedicated Short-Range Communications (DSRC) Traveler Information Message (TIM) from the RSU as allowed by Federal Communications Commission (FCC) licensing for CVs.	F	DEMO	ConOps Section 4				
DR001.23	CAV RSUs shall comply with the FDOT Connected Vehicle Roadside Unit (RSU) Development Specification Section 681 for DSRC and C-V2X communications or as amended for the project.	F	DEMO	Development Specification Dev681CV RSU				
DR002.1	The system shall deploy a predictive analytics algorithm for use with Dash Cams and MVAs	F	DEMO	ConOps Section 4				
DR002.2	The system shall deploy a Decision Support System (DSS) for incident management.	F	DEMO	ConOps Section 4				
DR002.3	The system shall deploy IVAs on CCTVs for incident detection.	F	DEMO	ConOps Section 4				
DR002.4	The FDOT Transportation Engineering Research Laboratory (TERL) approval of IVA and MVA equipment shall be conducted, as determined by application to TERL.	C	TEST	ConOps Section 4				
DR003.1	The system shall expand the SCDP to interface with 3rd party applications.	I	DEMO	ConOps Section 4				

DR004.1	The system shall deploy a Demand Management Module.	F	DEMO	ConOps Section 4				
DR004.2	The system shall deploy a load balancing algorithm to improve use of alternate underutilized corridors.	F	DEMO	ConOps Section 4				
DR004.3	The system shall deploy a Decision Support System (DSS) to improve use of alternate, underutilized corridors.	F	DEMO	ConOps Section 4				
DR005.1	The system shall provide for a Mobile Routing Analytics (MRA) and Virtual Dynamic Messages (VDMS) software on the SCDP.	F	DEMO	ConOps Section 4				
DR005.2	The system shall provide for MRA software to run on a smartphone/PID.	F	DEMO	ConOps Section 4				
DR005.3	MRA messages for an individual vehicle shall be transmitted from the TMC SCDP to the vehicle's OBU smartphone/PID via RSUs.	F	DEMO	ConOps Section 4				
DR005.4	MRA messages for an individual vehicle shall be transmitted from the vehicle's OBU smartphone/PID to the TMC SCDP via RSUs.	F	DEMO	ConOps Section 4				
DR005.5	The smartphone/PID to be used as OBU shall be compatible with Personal Safety Message (PSM) data based on SAE J2735 and J2945 message set standards.	D	TEST	ConOps Section 4				
DR005.6	The smartphone/PID to be used as OBU shall be compatible with Traveler Information Message (TIM) data based on SAE J2735 and J2945 message set standards.	D	TEST	ConOps Section 4				
DR005.7	The MRA system shall determine best routes for vehicles with PID-OBUs.	F	DEMO	ConOps Section 4				
DR005.8	The TIM or alert message shall be displayed on a PID with an MRA application.	F	DEMO	ConOps Section 4				
DR005.9	The MRA smartphone/PID app shall be capable of sending and receiving compatible information to the 3rd party SCDP interface.	D	TEST	ConOps Section 4				
DR005.10	TERL approval of MRA application shall be conducted, as determined by application to TERL.	P	TEST	ConOps Section 4				
DR005.11	The system shall provide for Virtual Dynamic Messages (VDMS) software on the SCDP.	F	DEMO	ConOps Section 4				
DR005.12	The system shall provide for VDMS software to run on a smartphone/PID.	F	DEMO	ConOps Section 4				
DR005.13	VDMS messages for an individual vehicle shall be transmitted from the TMC SCDP to the vehicle's OBU smartphone/PID via RSUs.	F	DEMO	ConOps Section 4				
DR005.14	VDMS messages for an individual vehicle shall be transmitted from the vehicle's OBU smartphone/PID to the TMC SCDP via RSUs.	F	DEMO	ConOps Section 4				
DR005.15	The TIM or alert message shall be displayed on a PID with VDMS application.	F	DEMO	ConOps Section 4				

DR005.16	The VDMS smartphone/PID app shall be capable of sending and receiving compatible information to the 3rd party SCDP interface.	D	TEST	ConOps Section 4				
DR005.17	TERL approval of VDMS application shall be conducted, as determined by application to TERL.	P	TEST	ConOps Section 4				
DR005.18	The equipment shall meet DMS, CCTV and all CV/ITS equipment requirements as denoted in the FDOT Standard Specifications for Road and Bridge Construction , most current edition	F	DEMO	ConOps Section 4				
DR006.1	The PCC system with its new elements, information flows and services in Pinellas County, City of Clearwater and St. Petersburg shall be compatible with PCC ConOps revisions suggested to the FDOT District Seven Regional Intelligent Transportation System Architecture (RITSA)	F	DEMO	ConOps Section 4				
DR006.2	The system shall provide a Data Mart for 3rd Party app developers, as defined by the system designers.	D	DEMO	ConOps Section 4				
DR006.3	The system shall provide for traffic control continuity with modular systems that can be maintained, expanded, or replaced at the end of their technological lifecycle.	F	DEMO	ConOps Section 4				
DR006.4	RSU and all equipment warranties shall be transferrable and signed over to Pinellas County upon system acceptance.	C	DEMO	ConOps Section 4				
DR006.5	The VENDOR shall train Pinellas County maintenance staff and contracted personnel on RSUs and all CV interfaces and systems prior to system acceptance.	F	DEMO	ConOps Section 4				
DR006.6	CV system security shall be integrated with a Security Credential Management System (SCMS).	I	TEST	ConOps Section 4				
DR006.7	The SCMS used shall be compatible with or supplied by the statewide FDOT vendor.	F	DEMO	ConOps Section 4				
DR007.1	User privacy and Personally Identifiable Information (PII) of users, when collected, shall be protected (by scrubbing of PII, etc.).	F	DEMO	ConOps Section 4				
DR007.2	The software system(s) shall be password protected.	F	DEMO	ConOps Section 4				
DR007.3	The system components (RSUs, etc.) shall be password protected.	F	DEMO	ConOps Section 4				
DR007.4	The TMC facilities shall be secured from intrusion by persons without security clearance.	F	DEMO	ConOps Section 4				
DR007.5	The system shall log number of known attempted and successful breaches.	D	TEST	ConOps Section 4				
DR007.6	The VENDOR shall provide a plan for cyber-incident response including a proposed cyber incident response team of Community Emergency Response Team (CERT) type make-up.	F	DEMO	ConOps Section 4				

DR007.7	System software shall be updated to protect the software from breaches and failures as the software suppliers create updates.	F	DEMO	ConOps Section 4				
DR007.8	The VENDOR shall submit to Pinellas County a description of how the system will prevent, detect, log, and resolve attempted exploits.	F	DEMO	ConOps Section 4				
DR007.9	The system shall have a means to prevent or terminate system access of devices having medium- or high-risk determination during regular, recurring operations monitoring.	F	DEMO	ConOps Section 4				
DR008.1	Equipment and software shall meet requirements as denoted in the FDOT Standard Specifications for Road and Bridge Construction , most current edition, and other standards, such as NTCIP, IEEE, etc.	F	DEMO	ConOps Section 4				
DR008.2	CV, ITS and signal equipment shall come from the FDOT Approved Products List (APL) or be reviewed and proceed only with approval by the FDOT TERL.	F	DEMO	ConOps Section 4				
DR008.3	New elements of the Traffic CV Management System shall be consistent with and compatible with the operational functions of the existing Traffic CV Management System.	F	TEST	ConOps Section 4				
DR008.4	The Vendor shall obtain licensing for the CV system (e.g., RSUs) from the Federal Communications Commission (FCC).	F	DEMO	ConOps Section 4				
DR008.5	CV system shall use C-V2X communications and/or Dedicated Short-Range Communications (DSRC) as allowed by the most recent FCC regulations for CV communications.	F	DEMO	ConOps Section 4				
DR008.6	The CV system shall use CV V2I communications – SAE J2735 message set, latest version.	F	DEMO	ConOps Section 4				
DR008.7	The CV system shall use CV V2I communications – SAE J2945 message set, latest version.	F	DEMO	ConOps Section 4				
DR008.8	SAE J2735 and J2945 full-message-set transmission between the OBUs and RSU infrastructure (e.g., SPaT, MAP, TIM, BSM, SRM, and SSM) shall occur with no errors and verified by CEI.	P	TEST	ConOps Section 4				
DR008.09	The SCMS system shall be tested with a representative sample of project devices in accordance with the SCMS provider's guidance.	D	TEST	ConOps Section 4				
DR008.10	C-V2X/DSRC message transmission between the OBUs and RSU infrastructure (e.g., SPaT, MAP, TIM, BSM, SRM, and SSM) shall occur with no errors and verified by CEI.	D	TEST	ConOps Section 4				
DR008.11	The system shall offer low latency, secure applications, TMC control, and minor infrastructure modifications.	F	TEST	ConOps Section 4				
DR008.12	Initial testing must allow for drivers with CV equipment passing through the study area to not interfere with nor be interfered with by the equipment installation and tests.	F	TEST	ConOps Section 4				
DR008.13	Installation, testing, and maintenance of the CV equipment shall be done according to the VENDOR's prescribed methods and with due	C	TEST	ConOps Section 4				

	diligence for maintenance and protection of traffic and CV messaging.							
DR008.14	Mean, median, maximum latency shall be within system tolerance. Latency is a time delay between the cause and the effect of some physical change in the system being observed.	P	TEST/ ANALYSIS	ConOps Section 4				
DR008.15	Under failure of equipment or communications, the RSU system shall notify the Pinellas County TMC operator of the system problem.	F	DEMO	ConOps Section 4				
DR008.16	Drivers and pedestrians shall view a local "no signal" message when the OBU or PID system is inoperable.	F	DEMO	ConOps Section 4				
DR008.17	The OBU Human Machine Interface (HMI) shall be mounted or installed in a location where it does not obstruct the line of sight of the vehicle operator nor distract from the primary task of driving.	F	DEMO	ConOps Section 4				
DR008.18	The OBU HMI shall be positioned in a location such that it can provide a visual output to the driver that can be read from the driver's normal seated position.	F	DEMO	ConOps Section 4				
DR008.19	The OBU HMI shall present alerts to drivers using a device that drivers are familiar with and limits driver interaction.	F	DEMO	ConOps Section 4				
DR008.20	An OBU shall issue alerts to the vehicle operator via an HMI.	F	DEMO	ConOps Section 4				
DR008.21	The OBU HMI shall include both a visual and auditory interface for sharing traveler information that correlates with local signage (e.g., speed limits) per Manual on Uniform Traffic Control Devices (MUTCD) requirements.	F	DEMO	ConOps Section 4				
DR008.22	The OBU HMI shall notify the driver of MRA system status with the screen graphics and audio instructions.	F	DEMO	ConOps Section 4				
DR008.23	The OBU HMI shall notify the driver of VDMS system status with the screen graphics and audio instructions.	F	DEMO	ConOps Section 4				
DR008.24	The number of calls for OBU maintenance, time required to maintain shall be tracked and logged.	D	TEST	ConOps Section 4				
DR008.25	The MVA Dash Cam shall be mounted in the vehicle or installed in a location where it does not obstruct the line of sight of the vehicle operator nor distract from the primary task of driving.	H	DEMO	ConOps Section 4				
DR008.26	An RSU shall use Coordinated Universal Time (UTC) time for all logged data (e.g., events logs, probe vehicle data) based on the format defined in J2735 section 6.19 and epoch of January 1 st , 1970.	C	TEST	ConOps Section 4				
DR008.27	RSU functionality failure shall not affect the safe operation of the signal controller.	C	DEMO	ConOps Section 4				
DR008.28	An RSU shall implement a firewall blocking all Internet protocol (IP) access from devices to any IP address other than those approved for specific applications.	D	TEST	ConOps Section 4				
DR008.29	An RSU shall support secure communication to/from the TMC.	F	TEST	ConOps Section 4				

DR008.30	The TMC shall transmit performance metrics, as specified by traffic management staff, and defined in the Systems Validation Plan, to the storage/archival system	P	TEST	ConOps Section 4				
DR008.31	The Traffic CV Management System shall make the status of RSUs available to Traffic Management Staff.	F	DEMO	ConOps Section 4				
DR008.32	The Traffic CV Management System shall provide an alert to Traffic Management Staff via an email to the location of an RSU that is not running normally (off, not responding, in safe mode, etc.)	F	DEMO	ConOps Section 4				
DR008.33	The Traffic CV Management System shall monitor status of tamper alert devices to the extent that monitoring does not interfere with tamper alert operations.	F	DEMO	ConOps Section 4				
DR008.34	The Traffic CV Management System shall maintain a log of all alerts issued to traffic management staff	F	DEMO	ConOps Section 4				
DR008.35	The CV equipment (e.g., RSUs, PIDs, IVA, MRA, MVA, VDMS, etc.) shall be connected so as not to interfere with the basic operations of the equipment it is attached to (e.g., traffic controller, CCTV camera, vehicle, etc.).	F	DEMO	ConOps Section 4				
DR008.36	The CV equipment (e.g., RSUs, PIDs, IVA, MRA, MVA, VDMS, etc.) shall be properly grounded to protect from electrical surges.	H	INSPECT	ConOps Section 4				
DR009.1	The system shall collect data to evaluate Component Effectiveness (false positives/negative alerts)	D	TEST	ConOps Section 4				
DR009.2	The system shall collect data to evaluate System Effectiveness (reduced collisions, increased travel speed, reduced delay, reduced operational downtime)	D	DEMO	ConOps Section 4				
DR009.3	Data from each CV App shall be collected in the Storage Area Network (SAN), Network Attached Storage (NAS) or cloud storage per the system design.	D	DEMO	ConOps Section 4				
DR009.4	The data retention, archival, and retrieval system of the data storage shall comply with: - Public Records Law, Chapter 119, Florida Statutes - Safety and Security Services, Section 281.301, Florida Statutes - Security of Data and Information Technology Resources Act, Section 282.318, Florida Statutes - Florida Cybersecurity Standards, Chapter 60GG-2, Florida Administrative Code The system shall be able to compare data from each CV App versus data from the “before” data to evaluate the effectiveness of the system.	D	DEMO	ConOps Section 4				
DR009.5	The system data shall meet or be consistent with constraints and conditions stated in the PCC Data Management Plan	D	DEMO	DMP				
DR009.6	The traffic data needed as defined in the Systems Validation Plan (Section 7.4) in the PCC ConOps will be physically stored and	D	DEMO	ConOps Section 7.4				

	archived on a central data repository hosted in the Pinellas County TMC.							
DR009.7	The data repository will allow TMC operators to upload, archive, and manage project data for the purposes of analyzing traffic information regarding the CV applications for SPaT, IVA, MVA and MRA, VDMS, the DSS predictive analytics, demand management and so forth.	D	DEMO	ConOps Section 7.4				
DR009.8	Needed data required by FHWA and Pinellas County shall be readable and stored to the Project Open Data Metadata Schema (Project Open Data Metadata Schema resources.data.gov) or other FHWA required platforms	D	DEMO	DMP (pg. 7)				
DR009.9	Data that is to be made publicly accessible shall follow the U.S. DOT Public Access Plan, as noted in: https://www.transportation.gov/mission/open/official-dot-public-access-plan-v11 or other FHWA required platforms	D	DEMO	DMP (pg. 7)				
DR009.10	The repository shall be indexed in the following site: http://www.re3data.org/search?query=transportation or other FHWA required platforms	D	DEMO	DMP (pg. 7)				
DR010.1	The system shall be maintainable within VENDOR, FDOT and national operational standards and specifications	F	DEMO	ConOps Section 4				
DR010.2	The system shall use equipment that is rated to have Mean Time Between Failure per USDOT RSU Requirements (USDOT_RSU_340-v001). The RSU shall remain operational for an average of 100,000 hours. CEI can verify this information from the VENDOR documentations of all equipment to be within FDOT and National Standards.	P	DEMO	ConOps Section 4				
DR010.3	The RSU provider shall supply classroom training(s) of equipment installation, configuration, integration, and commissioning of its RSU, equipment, assemblies, and all related components and capabilities.	F	DEMO	ConOps Section 4				
DR010.4	The VENDOR shall be responsible for installation and installation instructions and shall provide training to Pinellas County DPW staff and asset maintenance VENDOR in the installation, replacement, and use of the OBU.	F	DEMO	ConOps Section 4				
DR010.5	The VENDOR(s) shall supply classroom training(s) and related materials (handouts, slides, booklets, etc.) on equipment installation, configuration, integration, and commissioning of the RSU equipment assemblies, OBU devices, PID apps, and other related components to Pinellas County Department of Public Works (DPW) staff and asset maintenance Vendor.	F	DEMO	ConOps Section 4				
DR010.6	The VENDOR shall provide a Certificate of Completion to all individuals who successfully complete the VENDOR training.	F	DEMO	ConOps Section 4				

DR010.7	OBU devices deployed shall be of the aftermarket type or based on smartphone/PID applications.	F	DEMO	ConOps Section 4				
DR010.8	Field maintenance of RSUs shall be conducted as needed prior to final acceptance.	F	DEMO	ConOps Section 4				
DR010.9	Test Plan and Operational Readiness Testing (ORT), per Test Readiness Review (TRR) and Operational Readiness Review (ORR), shall be completed prior to system acceptance and deployment.	P	TEST	ConOps Section 4				
DR010.10	Following the system VENDOR's training and instructions, the Pinellas County staff shall inspect and review the installation and testing of the equipment on US 19, SR 60, etc., according to the TRR and ORR plans.	P	INSPECT	ConOps Section 4				
DR010.11	The VENDOR shall train Pinellas County maintainers to install, test, and maintain the equipment.	F	DEMO	ConOps Section 4				
DR010.12	VENDOR installers shall be responsible to install and test the fleet vehicle OBUs according to TRR and ORR plans, as are further explained in the Systems Engineering Management Plan (SEMP).	F	TEST	ConOps Section 4				
DR010.13	The RSU VENDOR shall provide a Software Development Kit (SDK) license to Pinellas County for the RSU.	F	DEMO	ConOps Section 4				
DR010.14	The VENDOR shall provide troubleshooting guides, firmware upgrades and customer service plan throughout duration of the project, and warranty documentations and ensure all warranties are transferred to the Pinellas County DPW.	F	DEMO	ConOps Section 4				
DR010.15	The Manufacturer's Warranty shall include all software and hardware upgrades required to comply with the latest version of the standards.	F	DEMO	ConOps Section 4				
DR010.16	The on-site service includes the hardware and software technical support, firmware upgrades, software upgrades, licenses, product upgrades, and hardware repair and support with guaranteed response times for diverse levels of problems. CEI shall verify this with VENDOR documentations.	F	DEMO	ConOps Section 4				
DR010.17	An MRA, VDMS, IVA and MVA Installation and Maintenance Plan shall be provided to the Pinellas County DPW for approval. The MRA, VDMS, IVA and MV Installation and Maintenance Plan shall include details about installation site locations, site layouts, ingress and egress, electrical service and power layout, logistics for the initial installation of equipment and applications in different types of vehicles and at intersections included in the project, vehicle operator training on OBU messages and alerts, and logistics for continuing the MRA, VDMS, IVA and MVA, RSU and OBU related Technical Support Services.	F	DEMO	ConOps Section 4				
DR010.18	System software shall be updated to protect the software from breaches as the software suppliers create updates.	F	DEMO	ConOps Section 4				
DR010.19	The VENDOR shall present Standard Operating Procedures (SOPs) to the Pinellas County DPW for approval	F	DEMO	ConOps Section 4				

DR010.20	All warranties for equipment shall be transferrable to Pinellas County.	F	DEMO	ConOps Section 4				
DR010.21	The VENDOR shall turn over all warranties for equipment to Pinellas County upon systems acceptance.	F	DEMO	ConOps Section 4				

AGREEMENT

GOODS AND SERVICES AGREEMENT

THIS GOODS AND SERVICES AGREEMENT is made as of **Click or tap to enter a date.** (effective date). By and between Pinellas County, a political subdivision of the State of Florida ("County"), and _____, _____ ("Contractor"), (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to _____ 23-0029-P for; Pinellas connected community project – ATCMTD 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 provide Goods and 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, including, but not limited to data or information referenced 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 the Statement of Work Exhibit 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.

2. Execution of Agreement

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, estimate, scope of work, or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

AGREEMENT

3. 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, and the insurance coverage(s) required, within 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.

4. 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 Project Manager.
- 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** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. 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 goods and/or 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.

5. Term of Agreement

- A. **Initial Term** - The term of this Agreement shall commence on

the Effective Date

and shall remain in full force and for 3 years, or until termination of the Agreement, whichever occurs first.

The Parties may extend the term of this Agreement for one (1) additional five (5) year period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein

6. Orders

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

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7. Delivery / Claims

Prices on the Schedule of Prices are F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) will be identified at time of order. Contractor will be responsible for making any and all claims against carriers for missing or damaged items.

8. Inspection

In County's sole discretion, goods rejected due to inferior quality or workmanship will be returned to Contractor at Contractor's expense and are not to be replaced except upon receipt of written instructions from County.

9. Material Quality

All goods and materials purchased and delivered pursuant to this Agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt must be exchanged within 24 hours of notice to the Contractor at no charge to County.

10. Material Safety Data

In accordance with OSHA Hazardous Communications Standards, it is the Contractor seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at time of delivery.

11. Purchase Order Number

Each order will contain the Purchase Order Number applicable to this Agreement, and such Purchase Order Number must appear on all packing slips, invoices and all correspondence relating to the Order. County will not be responsible for goods delivered without a Purchase Order Number.

12. Variation in Quantity

County assumes no liability for goods or materials produced, processed or shipped in excess of the amounts ordered pursuant to the terms of this Agreement.

13. Warranty

Seller warrants that the goods are of first quality and as described in Prices Schedule. All manufacturer, producer or seller warranties offered to any other purchaser are expressly available and applicable to County.

14. Compensation and Method of Payment

A. **Goods and Services Fee** - As total compensation for the Goods and Services, the County shall pay the Contractor the sums as provided in this Section Compensation and Method Payment ("Goods and 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 Goods and Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to provide Goods and perform all of the Services required by this Agreement. In no event will the Goods and Services Fee paid exceed the not-to-exceed sums set out in subsections below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.

B. **Spending Cap and Payment Structure** - The County agrees to pay the Contractor the total not-to-exceed sum of \$_____, for Goods and Services completed and accepted herein, payable

[INSERT APPROPRIATE OPTIONS AND DELETE THE REMAINING OPTIONS]

in equal monthly payments of \$_____ beginning on the first day of the month commencing on_____, 202_____, upon submittal of an invoice as required herein.]

OR on a fixed-fee basis for the deliverables as set out in Exhibit_____, payable upon submittal of an invoice as required herein.]

OR at the following hourly rates **(select appropriate box):**

the hourly rate of \$_____; or

the hourly rates set out in Exhibit _____ attached hereto, upon submittal of an invoice as required herein.

AGREEMENT

OR (DESCRIBE PAYMENT TERMS)

B. Travel Expenses -

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

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

D. Payments and Invoicing - 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 to 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.

15. Acceptance of Services

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Project Manager or designee, will have 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 [Proposer] _____. 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 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 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. Discounts

Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for County to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date or receipt of goods, or the date of approved invoice, whichever is later.

17. 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

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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.

18. Personnel

- A. **E-Verify** - The contractor and subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

- B. **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
- C. **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 the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

19. Name Changes

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

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20. 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.

21. Applicable Law and Venue

This Agreement and any and all purchases made hereunder 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.

22. 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 stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

23. 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.

24. 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.

25. 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 Confidential Information Section of this Agreement;
 - iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 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 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.

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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 Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, 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 Confidential Information Section of this Agreement; or 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 the 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

1. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

26. 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 the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.

27. 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

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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 agreement, the contractor shall contact:

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

400 S. Ft. Harrison Ave, 6th Floor,

Clearwater, FL 33756

Public Records Liaison

Phone: 727-464-3237

Email: mcchartier@pinellascounty.org

28. Audit

Contractor shall retain all records relating to this Agreement for a period of at least 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.

29. Digital Accessibility

Contractor acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Contractor shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Contractor fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Contractor of non-compliance. Within 30 days of Contractor's receipt of a non-compliance notice ("Notice"), Contractor and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Contractor:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or

AGREEMENT

- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Contractor to the Liability and Insurance – Indemnification Section of this Agreement, “Indemnification.”

30. Liability and Insurance

- A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, 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; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the “ADA”) except when such injury, damage, or violation was caused 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.

31. 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.

32. Survival

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

33. 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 (3) 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:

AGREEMENT

Attn:

with a copy to:

Attn: Merry Celeste,

Purchasing and Risk Management Division Director

Pinellas County Purchasing Department

400 South Fort Harrison Avenue

Clearwater, FL 33756

For Contractor:

Attn:

34. 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.

35. Right to Ownership

All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, and other documentation or improvements related thereto, 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.

36. Amendment

This Agreement may be amended by mutual written agreement of the Parties hereto.

37. 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.

38. 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.

AGREEMENT**39. Force Majeure**

“Force Majeure Event” means any act or event that (i) prevents a Party (the “Nonperforming Party”) from performing its obligations or satisfying a condition to the other Party’s (the “Performing Party”) obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance and thereby prevented from satisfying any conditions precedent to the Performing Party’s performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party’s obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

40. Order of Precedence

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Agreement and will have priority in the order listed

- A. Pinellas County Agreement
- B. RFP
- C. Statement of Work.

In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement will prevail.

41. Entirety

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

AGREEMENT

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

Name of Firm

By

By:

Signature

Print Name

Title

AGREEMENT

EXHIBIT A - STATEMENT OF WORK

AGREEMENT

EXHIBIT B - INSURANCE REQUIREMENTS

AGREEMENT

EXHIBIT C - PAYMENT SCHEDULE

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EXHIBIT D - PAYMENT/INVOICES

PAYMENT/INVOICES:

CONTRACTOR 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 Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by CONTRACTOR 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:

Contractor 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.

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 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 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 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 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 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.

Attachment A
CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS
BID OR PROPOSAL NUMBER: 23-0029-RFP
BID OR PROPOSAL TITLE: Pinellas Connected Community Project -
ATCMTD

This solicitation is either fully or partially grant-funded. In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified bidder are subject to the following provisions, as applicable to the services provided.

Equal Employment Opportunity (As per Executive Order 11246): During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor.

Davis-Bacon Act as amended (40 U.S.C. 3141-3148): When required by federal program legislation, for all prime construction contracts awarded in excess of \$2,000, CONTRACTORS are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. If the applicable grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination [Appendix II to 2 CFR Part 200].

Copeland Anti Kick Back Act: If Davis-Bacon is applicable, CONTRACTOR shall also comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. CONTRACTORS are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled [Appendix II to 2 CFR Part 200].

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence [Appendix II to 2 CFR Part 200].

Rights to Inventions Made Under a Contract or Agreement: If the federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the County enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the County must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency [Appendix II to 2 CFR Part 200].

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): As amended—The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) [Appendix II to 2 CFR Part 200].

Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, the CONTRACTOR must verify that none of their subcontractors (for contracts expected to equal or exceed \$25,000), appear on the federal government’s Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov> [Appendix II to 2 CFR Part 200].

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): CONTRACTORS that apply or bid for an award exceeding \$100,000 must submit a completed “Disclosure of Lobbying Activities” [Form SF-LLL]. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with *non-federal funds* that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. [Appendix II to 2 CFR Part 200]. **The bidder shall complete Form SF-LLL and submit with bid. Bidders may be deemed non-responsive for failure to submit this certification.**

Conflict of Interest [2 CFR §200.112]: The CONTRACTOR must disclose in writing any potential conflict of interest to the Federal awarding agency or COUNTY in accordance with applicable Federal awarding agency policy.

Mandatory Disclosures [2 CFR §200.113]: The CONTRACTOR must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment.

Protected Personally Identifiable Information (Protected PII) [CFR §200.303(e)]: The CONTRACTOR must take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or COUNTY designates as sensitive or the County considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality. Per CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

Prohibition on utilization of time and material type contracts [2 CFR §200.318 (j) (1)]: The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms [2 CFR § 200.321]: If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- (6) Affirmative Action Requirements per 41 CFR60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of \$10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.
- (g) Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities

Procurement of Recovered Materials [2 CFR §200.322]: CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Prohibition on utilization of cost plus a percentage of cost contracts [2 CFR §200.323 (d)]: The COUNTY will not award contracts containing federal funding on a cost plus percentage of cost basis.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
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4. Name and Address of Reporting Entity:
 Prime Subawardee
 Tier _____, *if known*:

 *Name
 *Street 1
 *Street 2

 *City *State
 *Zip
 Congressional District, *if known*:

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:

 Congressional District, *if known*:

6. Federal Department/Agency:
7. Federal Program Name/Description:

 CFDA Number, *if applicable*: _____

8. Federal Action Number, if known:
9. Award Amount, if known:
 \$ _____

10. a. Name and Address of Lobbying Registrant
(if individual, last name, first name, MI):
b. Individuals Performing Services *(including address if different from No. 10a)*
(last name, first name, MI):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

 Signature: _____
 Print Name: _____
 Title: _____
 Telephone No.: _____ Date: _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Attachment C
ADDITIONAL FUNDING CONDITIONS
PROPOSAL NUMBER: 23-0029-RFP
PROPOSAL TITLE: Pinellas Connected Community Project - ATCMTD

Domestic preferences for procurements. [2 CFR § 200.322]

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) Definitions.

As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

(Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system.

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a

substantial or essential component of any system, or as critical technology of any system.

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements: or Contract Provisions Guide 28

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts.

The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

Link to National Archives, Code of Federal Regulation (CFR) Chapter 2 Part 200: [2 CFR Part 200](#)

SECTION F - COST PROPOSAL

23-0029-P

PINELLAS CONNECTED COMMUNITY PROJECT

PROJECT DELIVERABLES	QTY	UNIT OF MEASURE
1. Project Management and Planning		
Project Management and Planning Tasks - Phase 1	1	LS
2. Software Development and Licensing		
Core System Licenses (if required)	1	LS
New Software Development	1	LS
Decision Support System Development	1	LS
Predictive Analytics Module Development	1	LS
Demand Management Module	1	LS
Mobile Application Development	1	LS
Cellular On-Board Unit Emulator	1	LS
Smartphone Pedestrian Personal Information App	1	LS
Mobil Routing/ Incentivization App	1	LS
Virtual Dynamic Message Sign App	1	LS
Mobile Video Analytics Module - 30 linear miles of coverage	1	LS
3. Field Hardware Components		
Roadside Units	110	F&I
Roadside Units - Additional Units	15	FO
Intersection Video Analytics - Full Intersection Coverage	18	F&I
Intersection Video Analytics - Additional Units	3	FO
Mobile Video Platform (Dash Cam) Units	5	F&I
4. System Computer Hardware		
Computer Network Servers	1	F&I
Hardware Operating Licenses	1	F&I
5. Implementation, Integration, Testing and Training		
Installation		Hours
Integration Services		Hours
Training		Hours
Travel (paid in accordance with Florida Statute 112.061)	1	LS
6. Operations and Maintenance		
2 Years Operational Support	24	MTH
2 Years Preventative and Emergency Response Maintenance	24	MTH

1. Project Management
2. Software Development
3. Field Hardware Components
4. System Computer Hardware
5. Implementation, Integration, Testing and Training
6. Operations and Maintenance
TOTAL PROJECT COST

ADDITIONAL SERVICES	UOM	RATE
The County may elect to have the vendor perform work that is not specifically described in the Section 2 or the SOW, but is related to the Services (the "Additional Services") is which event the vendor shall perform such Additional Services on a time and materials basis at an hourly rate not to exceed:	Hour	

AL

PROJECT - ATCMTD

UNIT COST	NOT TO EXCEED EXTENDED PRICE
	\$ -
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ent and Planning	\$ -
ment and Licensing	\$ -
mponents	\$ -
Hardware	\$ -
ntegration, Testing and Training	\$ -
aintenance	\$ -
NOT TO EXCEED	\$ -

****Estimated hours and unit costs from vendors****

st to be provided by