

**EXHIBIT “A”**  
**SunGuide® Software Support, Maintenance, and Development**

**Scope of Services**

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## List of Acronyms

24 / 7 .....	24 hours a day / 7 days a week
ANSI .....	American National Standards Institute
API .....	Application Program Interface
ATIS .....	Advanced Traffic Information System
ATMS .....	Advanced Traffic Management System
AVL .....	Automated Vehicle Location
C2C .....	Center-to-Center
CCTV .....	Closed-Circuit Television
CDRL .....	Contract Deliverable Requirements List
CMB .....	Change Management Board
CPM .....	Critical Path Method
DMS .....	Dynamic Message Sign
FAT .....	Factory Acceptance Test
FDOT .....	Florida Department of Transportation
FL-ATIS .....	Florida Statewide Advanced Traveler Information System
FTE .....	Florida Turnpike Enterprise
GIS .....	Geographic Information System
GUI .....	Graphical User Interface
HAR .....	Highway Advisory Radio
ICD .....	Interface Control Document
ISP .....	Information Service Provider
ITN .....	Invitation to Negotiate
ITS .....	Intelligent Transportation System
IVR .....	Interactive Voice Response
IV&V .....	Independent Verification and Validation
MDX .....	Miami-Dade Expressway Authority
MIB .....	Management Information Base
NITSA .....	National Intelligent Transportation Systems Architecture
NTCIP .....	National Transportation Communications for ITS Protocol
NTP .....	Notice to Proceed
PDF .....	Portable Document Format
PM .....	Project Manager
PTMC .....	Portable Transportation Management Center
QA .....	Quality Assurance
RTMC .....	Regional Transportation Management Center
RTMS .....	Remote Traffic Microwave Sensor
RWIS .....	Road Weather Information System
S&M .....	Support and Maintenance
SITSA .....	Statewide ITS Architecture
SQL .....	Structured Query Language
STMC .....	Satellite (or Secondary) Transportation Management Center
TERL .....	Traffic Engineering Research Laboratory
TIM .....	Traffic Incident Management

TMC ..... Transportation Management Center  
TxDOT ..... Texas Department of Transportation  
VTMC ..... Virtual Transportation Management Center  
WBS ..... Work Breakdown Structure  
XML ..... Extensible Markup Language

## **1. Project Description**

The Florida Department of Transportation (hereinafter referred to as the “Department”) has deployed the SunGuide® Software at the Department’s regional transportation management centers (RTMC), transportation management centers (TMC), local cities and counties, and the Traffic Engineering Research Laboratory (TERL). The RTMCs include Ft. Myers RTMC, Jacksonville RTMC, Broward County RTMC, Palm Beach County RTMC, Orlando RTMC, Miami RTMC, Tampa Bay RTMC, Turkey Lake RTMC and Pompano Beach RTMC. The local TMCs include the City of Tallahassee, Lee County, Miami-Dade Expressway (MDX) Authority and the I-595 Express Concessionaire Control Center. In the next five years, it is anticipated that SunGuide will support operations at two additional TMCs: Manatee County satellite TMC and Pensacola TMC. SunGuide Software supports each management center with collection, assessment, and management of real-time traffic data and video to enhance traffic and incident management and to deliver real-time and accurate traffic management information to the public via the Florida Statewide Advanced Traveler Information System (FL-ATIS). The Vendor will support, maintain and enhance the SunGuide Software. The project will evolve over the next five years through incremental software development designed to meet specific functionality requirements needed by the Department’s Districts throughout the state. The Vendor shall be a software developer or integrator of TMC software of similar complexity as defined in the *Scope of Services*.

### **1.1 SunGuide® Software**

The Department has endorsed the concept of providing a centrally managed, publicly owned set of software modules to completely support all functionality of the RTMCs. It is the Department’s desire to economically maintain and enhance the system level functional requirements for the software modules. In some cases, it may be more cost effective for the Department to accept standard, off-the-shelf software modules that do not completely meet the system requirements and, in other cases the Department may bear the cost of developing a custom solution for a critical functional requirement unique to Florida.

### **1.2 Scope of SunGuide Software System**

This document specifies the work tasks for the Vendor that provides the SunGuide Software. The project does not include the procurement or deployment of field devices, the provision of physical communications links between field devices and management centers, or the physical links between the management centers and the Department. The project does require the software to interface with legacy field devices.

Figure 1 depicts the external system interface boundaries of SunGuide Software that are being supported.

Figure 2 provides the current SunGuide Software architecture. This figure also provides a representation of devices and functionalities supported by the software.

Figure 1: External System Interfaces

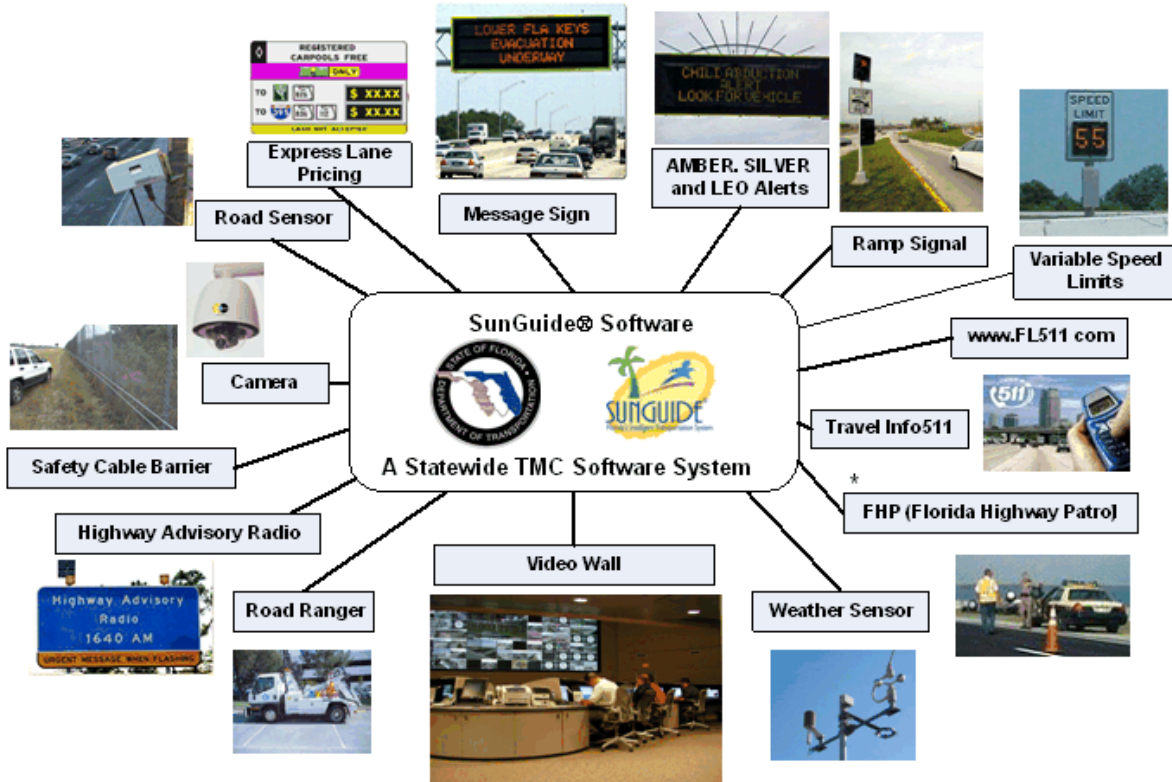
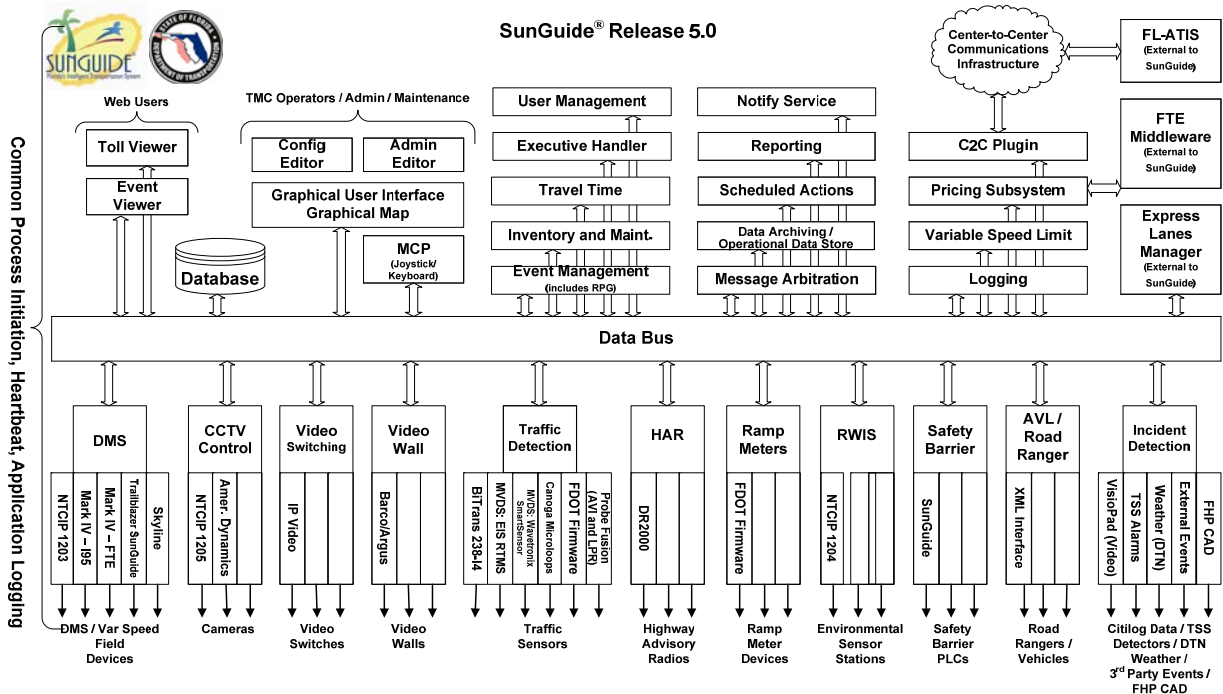


Figure 2: Current SunGuide Software Architecture



### 1.3 Applicable Documents

The latest version of the following applicable documents from the SunGuide Software project Web site form a part of this document to the extent specified herein. In the event of a conflict between the Web site documents specified herein and the contents of this *Scope of Services*, this *Scope of Services* shall be considered the superseding requirement.

The Vendor shall have knowledge of these documents and shall make changes to the SunGuide Software project-related documents as applicable.

**Table 1: Applicable Documents**

Document	Publisher and Address
<i>SunGuide Software Architecture Guidelines</i>	SunGuide Project Web site <a href="http://sunguide.datasys.swri.edu/">http://sunguide.datasys.swri.edu/</a>
<i>SunGuide Software Development Plan</i>	SunGuide Project Web site <a href="http://sunguide.datasys.swri.edu/">http://sunguide.datasys.swri.edu/</a>
<i>SunGuide Software Concept of Operations</i>	SunGuide Project Web site <a href="http://sunguide.datasys.swri.edu/">http://sunguide.datasys.swri.edu/</a>
<i>SunGuide Software Quality Assurance Plan</i>	SunGuide Project Web site <a href="http://sunguide.datasys.swri.edu/">http://sunguide.datasys.swri.edu/</a>
<i>SunGuide Software Security Plan</i>	SunGuide Project Web site <a href="http://sunguide.datasys.swri.edu/">http://sunguide.datasys.swri.edu/</a>
<i>SunGuide Software Database Design</i>	SunGuide Project Web site <a href="http://sunguide.datasys.swri.edu/">http://sunguide.datasys.swri.edu/</a>
<i>SunGuide Software Integration Plan</i>	SunGuide Project Web site <a href="http://sunguide.datasys.swri.edu/">http://sunguide.datasys.swri.edu/</a>
<i>SunGuide Software Staffing Plan</i>	SunGuide Project Web site <a href="http://sunguide.datasys.swri.edu/">http://sunguide.datasys.swri.edu/</a>
<i>SunGuide Software Risk Mitigation Plan</i>	SunGuide Project Web site <a href="http://sunguide.datasys.swri.edu/">http://sunguide.datasys.swri.edu/</a>
<i>SunGuide Software Configuration Management Plan</i>	SunGuide Project Web site <a href="http://sunguide.datasys.swri.edu/">http://sunguide.datasys.swri.edu/</a>
<i>SunGuide Software Acceptance Test Plan</i>	SunGuide Project Web site <a href="http://sunguide.datasys.swri.edu/">http://sunguide.datasys.swri.edu/</a>
<i>SunGuide Software Design</i>	SunGuide Project Web site <a href="http://sunguide.datasys.swri.edu/">http://sunguide.datasys.swri.edu/</a>
<i>SunGuide Software Implementation Plan</i>	SunGuide Project Web site <a href="http://sunguide.datasys.swri.edu/">http://sunguide.datasys.swri.edu/</a>
<i>SunGuide Software Version Description</i>	SunGuide Project Web site <a href="http://sunguide.datasys.swri.edu/">http://sunguide.datasys.swri.edu/</a>
<i>SunGuide Software Users Manual</i>	SunGuide Project Web site <a href="http://sunguide.datasys.swri.edu/">http://sunguide.datasys.swri.edu/</a>
<i>SunGuide Software Interface Control</i>	SunGuide Project Web site <a href="http://sunguide.datasys.swri.edu/">http://sunguide.datasys.swri.edu/</a>
<i>SunGuide Software Supported Protocols</i>	SunGuide Project Web site <a href="http://sunguide.datasys.swri.edu/">http://sunguide.datasys.swri.edu/</a>

Document	Publisher and Address
<i>SunGuide Software Requirements Specifications</i>	SunGuide Project Web site <a href="http://sunguide.datasys.swri.edu/">http://sunguide.datasys.swri.edu/</a>
<i>Computer Sizing Estimates</i>	SunGuide Project Web site <a href="http://sunguide.datasys.swri.edu/">http://sunguide.datasys.swri.edu/</a>
<i>Statewide ITS Architecture (SITSA)</i>	Florida Department of Transportation ITS Section 605 Suwannee Street, MS 90 Tallahassee, Florida 32399-0450 (850) 410-5600 <a href="http://www.dot.state.fl.us/trafficoperations/ITS/Projects_Arch/SITSA.shtm">http://www.dot.state.fl.us/trafficoperations/ITS/Projects_Arch/SITSA.shtm</a>
<i>National ITS Architecture (NITSA), Version 6.1</i>	Federal Transportation Authority Department of Transportation Washington, D.C. <a href="http://www.its.dot.gov/arch/index.htm">http://www.its.dot.gov/arch/index.htm</a>
<i>Florida's Statewide Systems Engineering Management Plan, Version 2, March 7, 2005</i>	Florida Department of Transportation Traffic Engineering and Operations Office 605 Suwannee Street, MS36 Tallahassee, Florida 32399-0450
<i>FDOT Contracts Administration</i> Topic No.375-000-001-j District Contracts July 30, 1999	Florida Department of Transportation Contracts Administration 605 Suwannee Street Tallahassee, Florida 32399-0450 <a href="http://www.dot.state.fl.us/cc-admin/">http://www.dot.state.fl.us/cc-admin/</a> .
State of Florida Department of Transportation <i>Standard Terms and Conditions Procurement</i> Doc. No. 375-040-44 January 2002	Florida Department of Transportation Contracts Administration 605 Suwannee Street Tallahassee, Florida 32399-0450 <a href="http://www.dot.state.fl.us/cc-admin/">http://www.dot.state.fl.us/cc-admin/</a> .



## 2. Software Ownership

The Department shall have full ownership of any works of authorship, inventions, improvements, ideas, data processes, computer software programs, and discoveries (hereinafter referred to as “intellectual property”) conceived, and created under this Contract, except for modifications to Texas Department of Transportation (TxDOT) owned works that the Department has licensed. The Vendor will have no rights of ownership for any property created and paid for by the Department under this contract. The Vendor shall fully and promptly disclose to the Department all intellectual property conceived and created under this Contract. The Vendor hereby assigns to the Department the sole and exclusive right, title, and interest in and to all intellectual property conceived and created under this Contract, without further consideration. The Vendor’s assignment of intellectual property shall be irrevocable and perpetual under this Contract. The Vendor shall not copyright or patent any intellectual property conceived and created under this Contract without the express written consent of the Department. The Vendor agrees to execute and deliver all documents requested by the Department to effect the assignment of intellectual property to the Department or the registration or confirmation of the Department’s rights in or to all intellectual property conceived and created under the terms of this Contract.

The Vendor’s assignment of intellectual property shall not apply to any preexisting intellectual property owned and used by the Vendor to create a deliverable for this Contract.

The Department’s software ownership shall include the source code and documentation. At all times, the Department shall have access to the source code and its documentation for the purpose of modification, enhancement or distribution. The Department shall distribute the software to the RTMCs as required, other agencies within the state, and may distribute the software to other states.

Table 2 lists the current software modules for the SunGuide Software identifying those owned by the Department, the TxDOT, and others, including enhancements, modifications and new modules. The modules ownership list is not exhaustive.

The Vendor shall provide source codes and documentation for any modification or development of the SunGuide Software.

**Table 2: Software Modules Ownership**

<b>Modules</b>	<b>Module Source</b>	<b>Ownership</b>
Status Logger	TxDOT / C2C	TxDOT
Database	New	FDOT
Databus	TxDOT / C2C	TxDOT
Browser UI	New	FDOT
Map (Tiled)	New	FDOT
CCTV		
General Structure	New	FDOT
Camera: NTCIP	New	FDOT
Camera: American Dynamics	New	FDOT
Traffic Detection		
General Structure	New	FDOT
Bitrans 238I-I4	New	FDOT

<b>Modules</b>	<b>Module Source</b>	<b>Ownership</b>
FDOT Firmware	New	FDOT
Canoga Microloops	New	FDOT
MVDS: Wavetronix SmartSensor	New	FDOT
MVDS: EIS RTMS	New	FDOT
Probe Fusion (AVI and LPR)	New	FDOT
DMS		
General Structure	TxDOT / DMS	TxDOT
NTCIP (Upgrade to Florida MIB)	TxDOT / DMS	TxDOT
Mark IV (version 2.5)	TxDOT / DMS	TxDOT
Mark IV (FTE)	TxDOT / DMS	TxDOT
Trailblazer	TxDOT / DMS	TxDOT
Skyline	TxDOT / DMS	TxDOT
Incident Management	Chart II	FDOT
Event Management	New	FDOT
Center-to-Center	TxDOT / C2C	TxDOT
Ramp Meters	New	FDOT
RWIS	New	FDOT
Archive Data	New	FDOT
HAR	New	FDOT
DR2000	New	FDOT
Web Services	New	FDOT
Emergency Evacuation	New	FDOT
Event Viewer	New	FDOT
Toll Viewer	New	FDOT
Operational Data Store	New	FDOT
Configuration Editor	New	FDOT
Administrator Editor	New	FDOT
Video Switching	New	FDOT
IP Video	New	FDOT
Video Wall	New	FDOT
Barco/Argus	New	FDOT
Safety Barrier	New	FDOT
Reporting	New	FDOT
Schedule Actions	New	FDOT
Notify Service	New	FDOT
Message Arbitration	New	FDOT
Travel Time	New	FDOT
Variable Speed Limit	New	FDOT
Pricing	New	FDOT
Road Ranger/AVL	New	FDOT
Executive Handler	TxDOT / C2C	TxDOT
Incident Detection	New	FDOT
FHP CAD	New	FDOT

<b>Modules</b>	<b>Module Source</b>	<b>Ownership</b>
External Events	New	FDOT
Weather (DTN)	New	FDOT
TSS Alarms	New	FDOT
VisioPad (Video)	New	FDOT

### **3. Key Stakeholders in SunGuide Software System**

#### **3.1 Management Centers**

The Department has identified four types of management centers that will connect to one another to provide data backup and temporary assumption of responsibilities in times of disaster. These are:

- RTMCs;
- Satellite or secondary transportation management centers (STMC);
- Virtual transportation management centers (VTMC); and,
- Portable transportation management centers (PTMC).

There are existing RTMCs deployed with SunGuide Software and each RTMC will connect to STMCs and local TMCs, depending on its needs. Communications links between the RTMCs are grouped by Districts.

SunGuide Software supports the operations at the management centers and their input is critical to the direction of the project. The Vendor shall, under the direction of the Department's Project Manager (PM), coordinate with the management centers to understand their needs and propose solutions to the Department's PM to resolve any issues. The Vendor shall maintain a good working relationship with the management centers deployed with SunGuide Software.

#### **3.2 Coordination with other Projects/Programs of the Department**

The Department currently has multiple projects which require close coordination with SunGuide Software. The Vendor shall, under the direction of the Department's PM, provide coordination and support to other Department projects. The coordination and support tasks include, but are not limited to, attending the coordination meetings and workshops, and enhancing/modifying the current SunGuide Software capabilities to accommodate the needs of other projects/programs. Below are projects/programs that utilize SunGuide Software:

- **FL-ATIS Project:** This project uses SunGuide Software's Data Fusion Component located at each District's management center. SunGuide's Data Fusion Component sends the traveler information to the FL-ATIS information dissemination subsystem where the digital information is transformed into interactive voice response and Web site information for the general public to access. The project Web site is: <http://www.fl511.com>.
- **Traffic Incident Management (TIM) Program:** SunGuide Software currently has modules such as Event Management, Florida Highway Patrol Computer Aided Dispatch, and Road Ranger/Automatic Vehicle Location that support the TIM program to improve the overall management of traffic incidents in the state, to increase integration and communication between TIM agencies and to improve consistency of incident management operations across the state. The program Web site is: [http://www.dot.state.fl.us/trafficoperations/Traf\\_Incident/Traf\\_Incident.shtm](http://www.dot.state.fl.us/trafficoperations/Traf_Incident/Traf_Incident.shtm).

### **3.3 *Coordination with Universities***

The Department currently has multiple research projects to improve operations and efficiency of Florida's interstate system. These research projects are conducted by Florida-based universities including Florida International University, University of Florida, Florida State University and University of Central Florida. Some of these universities currently have SunGuide Software installed in their facilities and the universities use the software for research purposes. The Department's PM may require the Vendor to coordinate with these universities.

## 4. Scope of Work

The Vendor shall support, maintain and enhance SunGuide Software. This section focuses on software support, training and release development responsibilities.

### 4.1 SunGuide Software Support

The Vendor shall support and maintain the SunGuide Software for the term of the Contract. Updates, which include all changes, enhancements and problem fixes, will be provided to the Department at a mutually agreeable time. All releases and new builds shall be first processed through the configuration management software and approved for release by the Department. The Vendor shall provide the Department with all software development work performed under this contract and paid for by the Department. All updated software shall be first tested on the SunGuide Software test bed or the Department's approved test bed, TERL, before it is released for distribution. The Vendor may be requested to produce maintenance releases to resolve issues identified during software support. The releases can be performed concurrently with any enhancement development that may also be ongoing. The Department, at its discretion, may suspend or cancel a maintenance release or combine it with an enhancement release.

#### Support and Maintenance of the SunGuide Software

SunGuide Software general support includes at a minimum:

- Providing SunGuide Software project home office and on-site support staff.
- Providing a Web-based issue tracking system for SunGuide users to report defects, deployment/configuration or enhancement issues and for tracking purposes. This system can also be used as a SunGuide knowledge base for SunGuide users to look up issues. This system shall be available 24 hours a day / 7 days a week (24/7).
- Providing a support phone line for receiving phone calls 24/7.
- Requesting Department's PM to help resolve any specific issue. Department's PM will work with the Vendor to resolve the issue. The enhancement requests may also be sent to either the Department's PM or entered into the web based issue tracking system.

The Vendor shall provide support services based on the definitions identified in the following:

#### Software Issue Severity - Definition

There are six levels of software issue severity defined in the *Scope of Services*:

- Critical Failure – A failure of multiple SunGuide software subsystems or a single critical SunGuide subsystem that prevents operation of the SunGuide Software. Critical SunGuide subsystems are defined as the Databus and the graphical user interface (GUI).
- Failure – A single SunGuide application, subsystem or driver failure that prevents operation of a part of the SunGuide Software.
- External Failure - SunGuide interfaces with external systems are failing.
- Defect – A software issue that can be compensated for through manual operation or that does not impact operation of the management centers.

- Deployment/Configuration – An issue related to either an installation or configuration that is prohibiting proper operation of the software.
- Enhancement – An improvement to the software that can be included in a future software release.

For purposes of use in performance measures and liquidated damages, the issue severity will be in accordance with the definitions provided above. If the Software User is not satisfied with the Vendor resolving a reported issue in a timely manner, the user may contact the Department's PM and request the Vendor treat the issue as if it were classified as a higher severity level. A separate field will be provided within the issue tracking tool (ITT) to track such requests. The Department PM will consult with the Vendor PM (or designee) and elevate the response. If a reported issue is not categorized properly, it may be re-categorized by the Department PM working with the Vendor PM, to its proper level. If re-categorization results in the severity level being elevated, then the original issue will be closed, a new issue entered, and the beginning of the response time interval will be the time the issue is re-categorized.

#### Vendor Staffing for SunGuide Support

On-Site Staff - The Vendor shall provide adequate on-site staff so an on-site staff member can initiate travel to any User facility within four hours from the time the Department's PM approves travel, after it has been determined that Vendor staff is required on site. The Vendor shall provide staffing in Florida as agreed upon with the Department's PM. The Vendor is responsible for providing substitute staff should the existing staff not be available.

Home Office Staff – The Vendor shall provide adequate home office staff to support the existing SunGuide deployments and any future deployments. Vendor will have development staff available to the project to provide software integration, testing, configuration, installation and other support as needed. The Vendor shall have additional staff available to support SunGuide enhancements. These home office staff will be identified in the Staffing Plan.

#### Vendor's Initial Response Time for SunGuide Issues

Each of these issue types is assigned an expected response time. Critical Failures, Failures and External Failures will only be reported via a phone call regardless of the time of day or day of the week. Defects and Deployment/Configuration Issues will be reported either using the ITT or via a phone call. An enhancement request will only be entered using the ITT.

The time for Vendor to respond to a reported issue starts once the software issue is initially logged with Vendor's Help Desk via the support telephone line or on the web within the ITT.

**Table 3 SunGuide Support Response Requirements**

<b>Category</b>	<b>Initial Response Time</b>	<b>Example of Classification</b>	<b>Escalation if not resolved (See Note 1)</b>	<b>On-Site response if approved by Department's PM</b>
Critical Failure	1 hour; only by phone.	<ul style="list-style-type: none"> <li>Two subsystems are not communicating (e.g. DMS and MAS lock up)</li> <li>Failure of Operator Graphical User Interface to start</li> </ul>	Within 2 hours	Yes - Travel initiated within 4 hours of approval
Failure	1 hour; only by phone.	<ul style="list-style-type: none"> <li>A subsystem or driver is failing</li> <li>Configuration file error that causes a subsystem to not operate</li> </ul>	Within 8 hours	Yes – 1 business day from approval
External Failure	1 hour; only by phone.	<ul style="list-style-type: none"> <li>FL-ATIS not receiving data</li> <li>ELM not receiving data</li> </ul>	Within 12 hours of contacting external system POC	Yes – 1 business day from approval
Defect	1 business day	<ul style="list-style-type: none"> <li>Software does not operate as specified in a requirement</li> </ul>	Within 1 business day	No
Deployment / Configuration Issue	1 business day	<ul style="list-style-type: none"> <li>cannot talk to a device</li> <li>Software does not install</li> <li>New server hardware or software is deployed and SunGuide does not operate</li> </ul>	Within 1 business day	Yes – 1 business days from approval
Enhancement	3 business days	<ul style="list-style-type: none"> <li>Functionality desired or a new protocol for a device is needed</li> </ul>	2 business weeks	No

**Notes:**

1. Resolution for the purposes of escalation is defined as follows:
  - a. Critical Failure: SunGuide is operational, and the cause of the critical failure has been identified.
  - b. Failure: Affected subsystem or driver is operational, and the cause of the failure has been identified.
  - c. External Failure: External system point of contact (POC) has acknowledged receipt of the issue.
  - d. Defect: Vendor's staff member has reviewed the ITT issue, assigned it to a staff member and initiated communication with the user reporting the problem.
  - e. Deployment / Configuration Issue: Vendor staff member has reviewed the ITT issue, assigned it to a staff member and initiated communication with the user reporting the problem.
  - f. Enhancement: Vendor staff member has reviewed the ITT issue, assigned it to a staff member, communicated with the user, and made a recommendation to the Department whether to implement or not.
2. A business day is defined as 6:00 AM EST and ends at 7:00 PM EST. Monday through Friday excluding State of Florida holidays.
3. All issues reported Critical Failure, Failure or External Failure not previously discussed in a support meeting shall be discussed. Any requests from the Department to change categorization or response time frames of a Critical Failure, Failure or External Failure issue shall be discussed at this point or in a subsequent email within 10 business days.
4. Initial response is defined as the Vendor returning the phone call to the provided number or responding to the email address entered in the ITT.



5. When a call for a Critical Failure or Failure is initially returned by the Vendor, the caller will be asked to name which SunGuide subsystems will not operate; this may be determined via either the Executive Handler or Cluster Administrator. This information will be documented in the ITT issue and shall be used to accurately classify the issue being reported.
6. The Vendor shall be responsible for maintaining performance measures and liquidated damages for the following SunGuide deployments:
  - Districts 1, 2, 3, 4, 5, 6 and 7;
  - TERL;
  - Florida's Turnpike Enterprise (FTE);
  - Miami-Dade Expressway Authority (MDX);
  - I-595 Public Private Partnership Control Center;
  - Lee County; and,
  - City of Tallahassee,or as agreed to by the Department PM and the Vendor PM.

Initial response is defined as the maximum amount of time that can elapse after an issue has been reported and the Vendor acknowledges the issue. The initial response will be provided within the prescribed time regardless of how the issue was reported. The initial response will be provided to the reporting person to acknowledge the issue and, if necessary, obtain more information.

Escalation response is the maximum amount of time that can elapse after an issue has been acknowledged, but no resolution has been identified before escalating the issue. When a reported issue has not been processed within the prescribed time, the issue will be escalated. The staff member will determine the resources needed and bring those resources to bear on the issue. If the staff member is not able to make progress on the issue or cannot secure the necessary resources, the PM or SPM will be contacted and expected to personally oversee the effort to resolve the issue until it has been satisfactorily resolved. After the issue is identified, the Vendor shall add time anticipated to resolve the issue for the ITT issue.

On-Site Response is the maximum amount of time that can elapse before travel is initiated, once the travel has been approved by the Department's PM, after it has been determined that Vendor staff are required on site to address the issue. During the analysis of an issue, if it is determined that on-site support is required by the Vendor PM, the Vendor's PM will inform the Department's PM of the situation. A phone call is acceptable to initially inform the Department's PM, but a follow up email is mandatory to document the situation. The Department's PM will then consider the request and determine whether travel is required.

#### Vendor Response via Support Line

Issues reported to the telephone line will be entered as new issues into the ITT by the Vendor staff so that the issue and its resolution can be tracked. The Vendor staff will provide the caller insight into how long it will take to resolve the issue. Vendor will estimate the time required to address the issue in its response.

Vendor is obligated to respond to SunGuide Software issues in a timely manner. On-Call Support must have working functional knowledge of the SunGuide software, be knowledgeable in installation and configuration of SunGuide, and have working knowledge of the SunGuide Intelligent Transportation Systems (ITS) supported devices.

## ITT Issue Resolution

The ITT will be password protected; however, user logins may be requested by contacting the Department's PM. Users should use their best judgment in classifying software issues based on their opinion of the severity of the issue. Users will only be able to enter bug, enhancement and deployment/configuration issues in the ITT. The clarification definitions are provided at the beginning of this document to guide the user to determine the severity.

The ITT will be capable of sending alerts to staff specified by the Department when a new issue is entered or modified. No issues will ever be deleted. The alerts shall come in the form of email and/or text messages to the specified list of staff as defined by the Department PM.

### **4.2 SunGuide Software Training**

The Vendor shall provide sufficient training to the Department's personnel as required for successful implementation and operation of the SunGuide Software. The length of sessions proposed per training type must be adequate to cover the required material in sufficient depth for the trainees to perform their responsibilities on the system. The Department employs a "train-the-trainer" training philosophy with a maximum reutilization of Vendor-generated course materials. The on-site support staff shall be knowledgeable to provide SunGuide Software training as described in this *Scope of Services* excluding the Software Design/Maintenance category of training. The on-site support staff shall be capable of providing training for this Contract prior to the Vendor requesting permission for them to teach the class. The Department reserves the right to have the proposed training staff dry run the training at a facility identified by the Department's PM. The Department reserves the right to accept or reject the proposed training staff.

The Vendor shall provide a list of training required, recommended courses, content, length and proposed schedule.

At some point, the Department may wish to maintain the SunGuide Software using Department-designated personnel. The training and software documentation provided by the Vendor shall support that objective.

The Department will provide classroom space in a facility in the state of Florida. The Vendor shall submit a training plan that will be reviewed by the Department. No training shall occur until the Department approves the training plan.

The training courses are classified into three general categories as outlined below:

- **Software Design/Maintenance** – Courses in this category shall be developed to provide personnel who have background in similar software languages with the knowledge required to maintain and operate the software provided under this Contract.

The Vendor shall create courses for the computer systems analyst and/or programmer and to train the Department's technical personnel in the following:

- All software modules for the SunGuide Software;
- Database tables and relationships;
- Stored procedures;
- Application program interfaces (API); and,

- Software development tools.

These courses shall be oriented toward the maintenance of the application source code. All training shall be at a Florida site as designated by the Department.

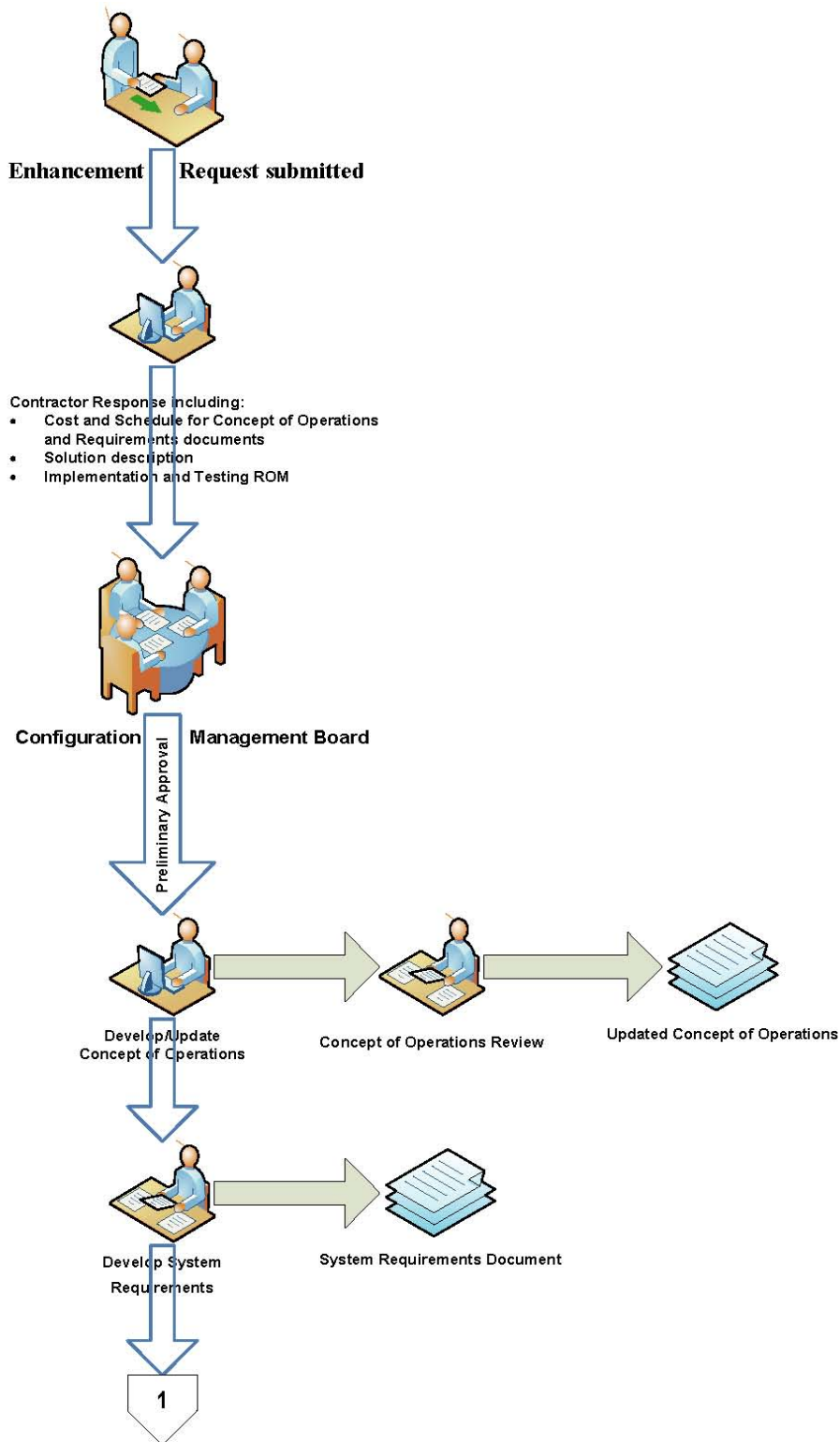
- **System Administration/Deployment** – Courses in this category shall be developed to provide technical personnel who have a background in systems administration, networking, computer operations, maintenance of all database tables, and software installation with the necessary skills to operate and maintain management centers.
- **Operator/User Interaction** – Courses in this category shall be designed to train the management centers workstation operators. The training material shall include varied methods of communications in response to a traffic incident, and the control and display of maps and icons.

The Vendor shall submit a detailed and comprehensive training plan and training materials for each course developed in the above categories to the Department for review and approval prior to the scheduled start of any training. The Vendor shall revise the training plan(s) until approved by the Department. No course training shall be conducted without an approved training plan(s). The training plan(s) shall include a lesson plan for each course detailing the literature, manuals and test materials that will be used.

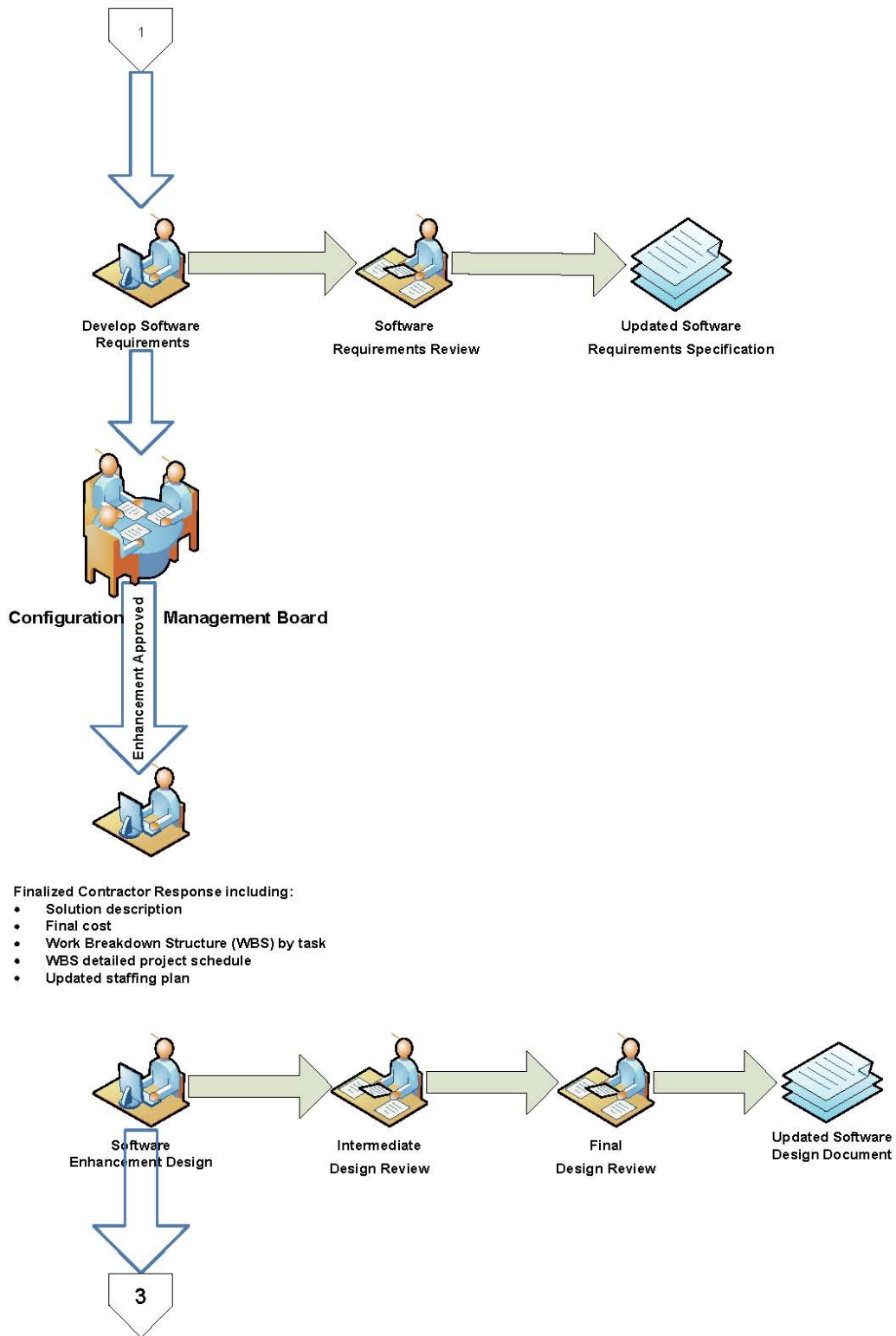
The training plan(s) shall describe the Vendor's management role and responsibilities for each course. The training plan(s) shall include a training schedule listing each period of instruction and the time required for each period. All training aids and training materials for each course, charts, graphs, videos, support documents, and any other media, shall become the property of the Department.

### **4.3 SunGuide Release Development**

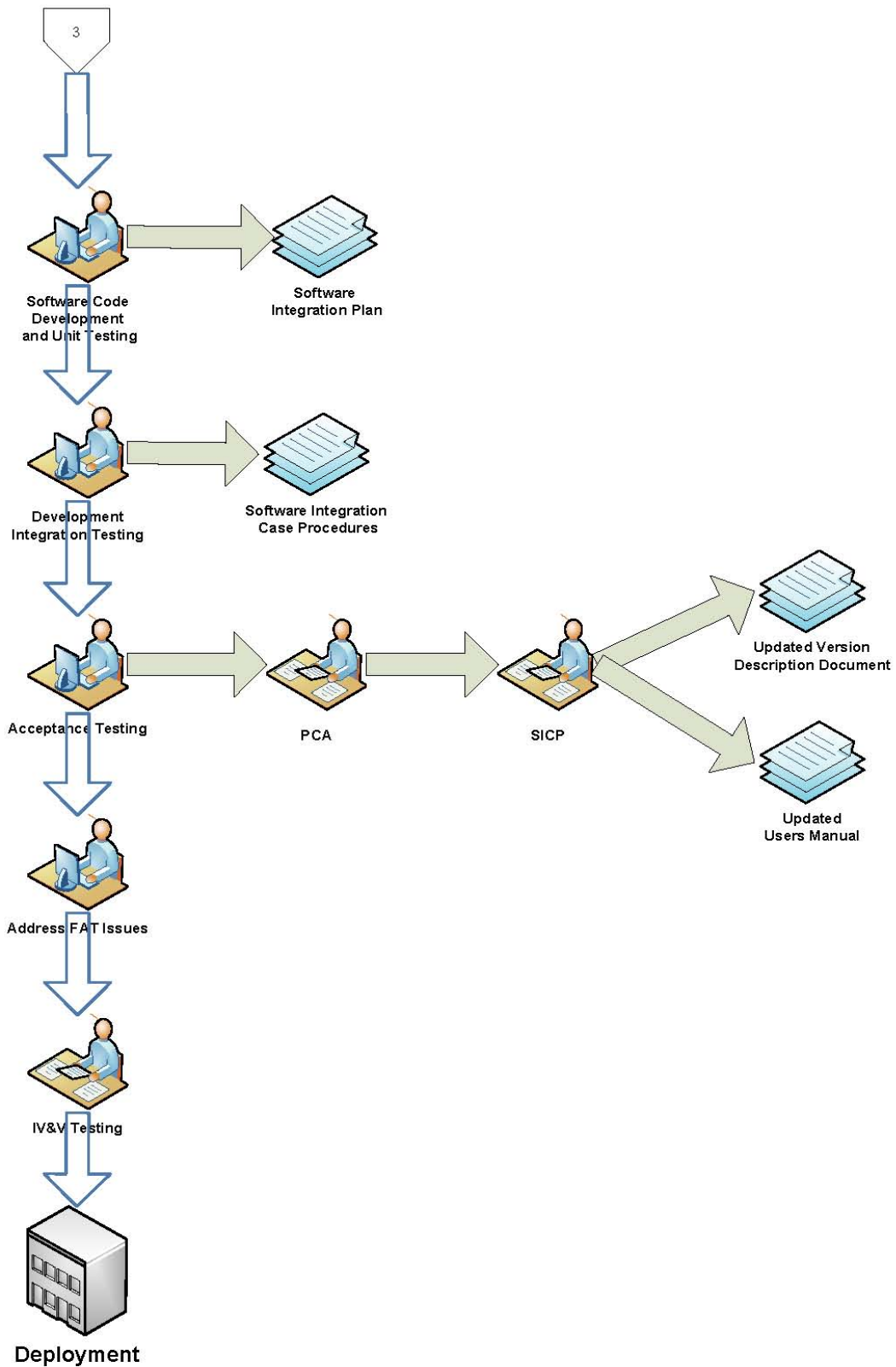
The Vendor shall develop software enhancements as identified by the Department's PM. The possible Software Development Lifecycles (SDLC) for the Release Development Process will be identified in the approved Software Development Plan (SDP).



**Figure 3 Release Development Process**



**Figure 3 Release Development Process (continued)**



**Figure 3 Release Development Process (continued)**

The cost estimation process for the release development process is as follows:

- The Vendor will initially respond to an enhancement request by providing a Rough Order of Magnitude cost estimate and schedule for implementation and testing at no cost to the Department.
- CMB meeting to discuss the enhancement
- After the Department approves and provides funding for the Concept of Operations and requirements the Vendor shall produce for FDOT's review and comment:
  - Concept of Operations
  - Software Requirements, based on Department provided System Requirements
- CMB meeting to discuss the Concept of Operations and Requirements
- After the Department's approval of the system requirements for the software release, the Vendor will provide a proposal that:
  - Describes the solution;
  - Provides a final cost (at no cost to the Department);
  - Provides a work breakdown structure (WBS) by task;
  - Provides a schedule based on the WBS with additional detail (at no cost to the Department); and,
  - Provides an updated staffing plan.
- After the Department approves the final estimates and work plans and provides funding the development cycle will continue.

As part of the solution description, the Vendor shall identify the specific SDLC that will be utilized in the release development proposal. The release development schedule may be integrated with the overall project schedule or tracked separately as agreed to by the Department PM and Vendor PM.

The Department PM will review the proposal and determine whether to fund the enhancement. The typical Release Development process is outlined in the Figure 3 above and is discussed in the paragraphs that follow. Upon request from the Vendor, the Department may accept any request to not conduct certain activities in the release development process as described in the *Scope of Services*, depending on the scope and complexity of the release. Also, depending on the Department's need for a release, the Department's PM may choose to truncate or modify the schedule for certain activities with concurrence from the Vendor's PM.

#### 4.3.1 Concept of Operations

Depending on the magnitude of the enhancement to be implemented, a concept of operations may be required. The Vendor shall utilize the Department's Concept of Operations (ConOps) baseline document as the starting point. The Vendor shall develop a draft version of the ConOps for review by the Department. The Department will have 10 business days to review the document and provide feedback. If the Department fails to respond in 10 business days, the Vendor shall contact the Department's PM to determine the revised date and update the schedule accordingly, if necessary. The Vendor will have 5 business days to respond to the Department's comments and provide a date for the delivery of the final ConOps. The Department will review the document to ensure the agreed to modifications were made. Assuming all required modifications were implemented, the document will be considered final.

#### 4.3.2 Requirements Analysis

Whether a ConOps is required or not, a set of system requirements will be developed for the enhancement. The Department will develop the system requirements and provide them to the Vendor. The Vendor will develop software requirements based on the system requirements and provide traceability of the software requirements to the system requirements. After the initial software requirements have been developed, they will be provided to the Department for review. The Department will have 10 business days to review the requirements. If the Department fails to respond in 10 business days, the Vendor shall contact the Department's PM to determine the revised date and update the schedule accordingly, if necessary. The Vendor may schedule a meeting to review the requirements and the Department's comments. Following the meeting, the Vendor will have a maximum of 10 business days to respond to the comments and provide a date for the delivery of the final requirements document. The Department will review the document to ensure the agreed to modifications were made. Assuming all required modifications were implemented, the document will be considered final.

#### 4.3.3 Design

As part of the proposal for implementing the enhancement as identified in Figure 3, the Vendor will identify which design method from the approved SDP will be used to perform the high level and detailed design phase. A preliminary design review will be conducted with the Department to ensure that the design meets the requirements and the understanding that the Department has for the enhancement. The Vendor will have 5 business days to respond to any comments that resulted from the preliminary design review. Depending on the size and criticality of the enhancement, the Department will require, at a minimum, an informal design review where the Department will review materials provided by the Vendor or a complete critical design review. The Vendor will have a maximum of 15 business days to respond to any comments that resulted from the design review. At the conclusion of the design, the Vendor will provide an updated draft of the Software Design Document (SDD) for the Department's review. The Department will have 10 business days to review and provide any comments. If the Department fails to respond in 10 business days, the Vendor shall contact the Department's PM to determine the revised date and update the schedule accordingly, if necessary. The Vendor will have 5 business days to respond to the Department's comments and provide a date for the delivery of the final SDD. The Department will review the document to ensure the agreed to modifications were made. Assuming all required modifications were implemented, the document will be considered final.

#### 4.3.4 Development and Unit Testing

The Vendor will perform development and unit testing of the enhancement in accordance with its software development procedures. As part of these procedures, the Vendor will utilize an established coding standard. A copy of the coding standard will be provided to the Department. During the course of the development process, the Department reserves the right to review the Vendor's work products while in progress. The Department will provide 5 business days notice to the Vendor when requesting to review the work products.

#### 4.3.5 Integration Testing

The Vendor will perform integration testing of the enhancement using their established software development processes and identify those methods in the enhancement proposal. The Vendor will perform adequate regression testing as part of the integration testing.



During the initial stages of integration testing, the Vendor will develop the Software Integration Plan (SIP) for review by the Department. The Department will have 10 business days to review the SIP and provide comments. If the Department fails to respond in 10 business days, the Vendor shall contact the Department's PM to determine the revised date and update the schedule accordingly, if necessary. The Vendor will respond to the comments within a maximum of 10 business days and provide a date for the delivery of the final SIP document. The Department will review the document to ensure the agreed to modifications were made. Assuming all required modifications were implemented, the document will be considered final.

At the conclusion of integration testing, the Vendor will deliver a draft Software Integration Case Procedures (SICP) for review by the Department. The Department will have 10 business days to review the SICP and provide comments. If the Department fails to respond in 10 business days, the Vendor shall contact the Department's PM to determine the revised date and update the schedule accordingly, if necessary.

The Department will develop standard Physical Configuration Audit (PCA) procedures that will be the basis for any PCA to be conducted during the project. The Department may find it necessary to include additional PCA procedures specific to the release being tested.

Using the draft SICP and other documentation, the Department will review the standard PCA procedures and update the procedures as necessary that will be reviewed during the PCA. The PCA checklist will be delivered to the Vendor 5 business days prior to the execution of the PCA. As part of this review, the Department may at its discretion request a dry run of the SICP at the Vendor's development facility or the factory acceptance test (FAT) facility. The dry run will be the first activity for the PCA. This dry run will provide the Department the ability to exercise the steps that will be used in the testing and note any deviations that need to be addressed prior to the execution of the FAT. The Vendor will have 5 business days to respond to the comments and provide a date for delivery of the finalized SICP. The Department will review the SICP to ensure the agreed to modifications were made. Assuming all required modifications were implemented, the SICP will be considered final.

As part of the final steps in integration testing, the Vendor will develop the draft Version Description Document (VDD) for this release. The VDD will be delivered to the Department for review prior to FAT. The Department will have 10 days to review and provide comments. If the Department fails to respond in 10 business days, the Vendor shall contact the Department's PM to determine the revised date and update the schedule accordingly, if necessary. The Vendor will have 5 days to respond to the comments and provide a date for the final VDD. The Department will review the document to ensure the agreed to modifications were made. Assuming all required modifications were implemented, the document will be considered final.

Should other documentation such as the User's Manual require updates, the Vendor will complete those updates prior to the execution of FAT. The Department will have 10 days to review the documents and provide comments. If the Department fails to respond in 10 business days, the Vendor shall contact the Department's PM to determine the revised date and update the schedule accordingly, if necessary. The Vendor will have 5 days to respond to the comments and provide a date for the final documents. The Department will review the document(s) to ensure the agreed to modifications were made. Assuming all required modifications were implemented, the document(s) will be considered final.

#### 4.3.6 Acceptance Testing

The Department will perform the second portion of the PCA within 5 business days prior to FAT. This portion of the PCA will be conducted at the FAT facility. The FAT facility will be at the Vendor's laboratory or at the Department's facility with the approval from the Department's PM. The Vendor shall be responsible for furnishing the workstations and servers, if necessary, and for preparation of the FAT environment.

After FAT has been successfully completed, the Vendor will provide the FAT documentation to the Department within 3 business days of the completion of the FAT. The Department will review the documentation and provide any comments within 3 business days. The Vendor will have 2 business days to address comments and provide a date for the delivery of the final FAT documentation.

The Vendor will develop a SICP Corrective Action Plan. The SICP Corrective Action Plan will list any defects that were identified during FAT and the Vendor proposed solutions. These defects will have been identified and agreed to during FAT by both the Department and the Vendor. These defects will be addressed at no cost to the Department.

As part of the SICP Corrective Action Plan, the Vendor will verify the defects have been addressed by executing the failed tests at its facility. At the Department's discretion, the Department can decide whether to attend the retesting or not. Following the successful retesting, the Vendor will deliver an installation CD to the Department to be used for Independent Validation and Verification (IV&V) testing.

#### 4.3.7 IV&V Testing

The Department will perform IV&V testing of the release at the Department approved test bed at the Department designated facilities. The Department reserves the right to fund a single Vendor representative's attendance at the IV&V. If the Department, at its discretion, determines that the Vendor's presence is not mandatory, the Vendor may attend the IV&V at no cost to the Department.

The Department will install the SunGuide software using the CD provided by the Vendor and conduct the IV&V. The Department will provide the results of the IV&V testing within 5 business days of the completion of the IV&V. Should the Department identify any defects in the software; the Vendor will be notified of the defects. The Vendor will estimate the cost to address these defects. The Department will review the estimates and provide feedback to the Vendor. Once agreement is reached on the costs, the Vendor will address the defects. The Vendor will verify the defects have been addressed by executing the failed tests at its facility. If the defects are severe enough, the Department at its discretion may require the Vendor to update the SICP and repeat FAT at the FAT facility. The Department reserves the right to negotiate the cost of this repeat work.

At its discretion, the Department may perform the IV&V or additional IV&V testing at one of its current deployments. This testing will be performed as described in the previous paragraph. Upon successful completion of the IV&V testing, the SunGuide software will be considered ready for deployment.

#### 4.3.8 Deployment

The Department will direct the Vendor where the software is to be deployed. The Vendor will develop Deployment Plans within 10 business days of receiving the deployment locations and deliver the plans to the Department. The Department will review the plans and provide any comments within 10 business days of receiving the plans. The Vendor will have 5 business days to respond to the comments and provide a date for the delivery of the updated plans. The Vendor will work with the Department to schedule the deployments.

### 5. Contract Obligations

The following section describes the contract obligations of the Vendor and its designated project manager.

#### 5.1 Project Management

Project management will be a key responsibility of the SunGuide Software Vendor. The Vendor's PM shall have the authority to make commitments and decisions that are binding within the limits of the Contract. The Department's PM will coordinate all the Department's project activities. All communications between the Department and the Vendor shall be coordinated through their respective project managers.

At a minimum, the Vendor's project manager will be responsible for:

- Organizing a project team and identifying key team members and their specialties;
- Providing updates for the reporting period (4 week basis) to the work plan and schedules. Changes to the work plan and schedules from the baseline require approval by the Department;
- Submitting project status reports for the reporting periods, detailing progress towards fulfilling the objectives in the work plan and its project schedule, highlighting items on the critical path, and reporting on the status of risk mitigation efforts;
- Coordinating project resources and work so that milestones are met in an efficient manner. Tasks will be laid out to minimize implementation time and costs while taking into consideration resource and time constraints such as the Department's staff availability. The Vendor and the Department project managers will ensure that individuals performing tasks have appropriate knowledge/experience skill levels and credentials;
- Coordinating all required support, training, installation, and configuration of software and hardware data conversion, and documentation as described herein;
- Participating in project meetings for the reporting period, at a designated facility of the Department or via video or teleconference; and,
- Proactively managing risks in accordance with the approved Risk Mitigation Plan.

#### 5.2 Deliverables

The following table identifies the deliverables that are repetitive in nature or not part of the baseline documentation. It is assumed that all baseline documentation is deliverable documents.

**Table 4: SunGuide Software Deliverable Items Requirements**

<b>Document Name</b>	<b>Document Identifier</b>	<b>Proposed Deliverable Due Date</b>
<b>Software Baseline Documents Provided by the Vendor</b>		
Software Development Plan	SunGuideSME-SDP	15 business days after NTP
Project Staffing Plan	SunGuideSME-PSP-	10 business days after NTP, as identified in Release Schedule
Risk Management Plan	SunGuideSME-RMP-	20 business days after NTP
Configuration Management Plan	SunGuideSME-CMP-	15 business days after NTP
Quality Assurance Plan	SunGuideSME-QAP-	20 business days after NTP
Subcontract Management Plan	SunGuideSME-SMP-	15 business days after NTP
Software Security Plan	SunGuideSME-SSP-	20 business days after NTP
<b>Software Baseline Documents Provided by the Department</b>		
Software Requirements Specification	SunGuide-SRS-5.0.0	15 business days after NTP
Output from Requisite Pro		15 business days after NTP
Software Design Document	SunGuide-SDD-5.0.0	15 business days after NTP
Database Design Document	SunGuide-DBDD-5.0.0	15 business days after NTP
Interface Control Document	SunGuide-ICD-5.0.0	15 business days after NTP
Version Description Document	SunGuide-VDD-5.0.0	15 business days after NTP
Software Users Manual	SunGuide-SUM-5.0.0	15 business days after NTP
<b>Software Release Development Specific Documents Provided by The Vendor</b>		
Concept of Operations	SunGuide-COO-x.y.z	as identified in Release Schedule
Software Requirements Specification	SunGuide-SRS- x.y.z	as identified in Release Schedule
Output from Requisite Pro		as identified in Release Schedule

Document Name	Document Identifier	Proposed Deliverable Due Date
Software Design Document	SunGuide-SDD- x.y.z	As identified in Release Schedule
Database Design Document	SunGuide-DBDD- x.y.z	As identified in Release Schedule
Interface Control Document	SunGuide-ICD- x.y.z	As identified in Release Schedule
Software Integration Procedure	SunGuide-SIP- x.y.z	As identified in Release Schedule, 15 business days before FAT
Software Integration Case Procedure	SunGuide-SICP- x.y.z	As identified in Release Schedule, 10 business days before FAT
Training Plan and Training Materials	SunGuide-TP- x.y.z	As identified in Release Schedule
Version Description Document	SunGuide-VDD- x.y.z	As identified in Release Schedule, deliver with Software Installer
Software Users Manual	SunGuide-SUM- x.y.z	As identified in Release Schedule, deliver with Software Installer.

### 5.2.1 Staffing Plan

The Vendor will provide a staffing plan that identifies the initial staff that will work on the project. The Vendor will identify the staff member(s) that will work on the Support and Maintenance (S&M) portion of the SunGuide project and identify the staff member(s) that will be available to perform the Release Development Process activities. As part of the staffing plan, the Vendor will develop a responsibility matrix that identifies tasks to be performed and the responsible party for performing the task.

The Department will review the staffing plan within 3 business days of receipt and provide any comments to the Vendor. The Vendor will have 2 business days to address any comments and provide a final staffing plan. After the approval of the staffing plan, the Vendor may request to add or remove staff from the staffing plan with the Department's approval. The Department reserves the right to accept or reject any proposed staff by the Vendor.

### 5.2.2 Software Development Plan

The Vendor will prepare a single Software Development Plan (SDP) that covers S&M and Release Development activities for the SunGuide software. The SDP will include the following:

- Preventive Maintenance;
- Operations Support;
- Florida Based Staff Activities;

- Home Office Staff Activities; and,
- Support Environment.

The Vendor will provide a draft SDP for Department review. The Department will review the SDP and provide any comments within 10 business days of receiving the document. The Vendor will have 5 business days to respond to any comments and provide a final SDP. No Release Development activities will be initiated without the Department's approval of the SDP. Due to the need to support the current deployments, S&M activities will be performed while the SDP is under development.

For each release, updates to the SDP will be performed as needed. The Department PM and Vendor PM will determine the method for updating the SDP.

### 5.2.3 Risk Management Plan

The Vendor, working with the Department, will create a Risk Management Plan (RMP). The Vendor will track the risks in a document (e.g., Microsoft Word<sup>®</sup> or Excel<sup>®</sup>).<sup>1</sup> The RMP will, at a minimum, contain the following information:

1. Risk description;
2. Date risk was identified;
3. Risk mitigation description/plan;
4. Date risk is targeted to be mitigated;
5. Implications to the Department, if any; and,
6. Implications to the Vendor, if any.

The Vendor will provide a draft RMP to the Department for review. The Department will review the RMP and provide any comments within 10 business days of receiving the document. The Vendor will have 5 business days to respond to any comments and provide a final RMP. No Release Development activities will be initiated without the Department's approval of the RMP. Due to the need to support the current deployments, S&M activities will be performed while the RMP is under development.

### 5.2.4 Configuration Management Plan

The Vendor will provide a Configuration Management Plan (CMP) that will be reviewed and approved by the Department. The CMP will describe, at a minimum, how the source code and documentation will be managed, allowing several simultaneous development paths. The CMP will provide a discussion of how the home office facilities and Florida based facilities will be managed. The CMP shall define a numbering scheme for how documents and software shall be labeled.

The Vendor will provide a draft CMP for Department review. The Department will review the CMP and provide any comments within 10 business days of receiving the document. The Vendor will have 5 business days to respond to any comments and provide a final CMP. No Release Development activities will be initiated without the Department's approval of the CMP. Due to the need to support the current deployments, S&M activities will be performed while the CMP is under development.

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<sup>1</sup> Word and Excel are registered trademarks of the Microsoft Corporation.

### 5.2.5 Quality Assurance Plan

The Quality Assurance Plan (QAP) will address how the Vendor will ensure that the source code and documentation delivered are of high quality and acceptable to the Department. At a minimum, the QAP will include:

- Information such as coding standards or templates;
- A description of how the Vendor will perform and document the work being executed for S&M and Enhancement Development follows the approved SDP and associated documentation; and,
- Frequency at which Quality Assurance (QA) audits are performed. The Vendor will deliver the QA audits to the Department.

The Vendor will provide a draft QAP for the Department review. The Department will review the QAP and provide any comments within 10 business days of receiving the document. The Vendor will have 5 business days to respond to any comments and provide a final QAP. No Release Development activities will be initiated without the Department's approval of the QAP. Due to the need to support the current deployments, S&M activities will be performed while the QAP is under development.

### 5.2.6 Subcontractor Plan

The Vendor will develop a Subcontractor Plan (SP) that describes how its subcontractor will be managed and what activities they will perform on the project. The SP, at a minimum, will describe the skill sets and expectations of staff that each subcontractor is providing and their expertise as it relates to this project. The names and resumes of proposed staff will appear in the staffing plan described in the *Scope of Services*. The SP will identify how invoicing for each subcontractor will be performed and how the reporting of individual hours will be performed. The Vendor shall be responsible for the subcontractor's conformity to the SunGuide Software License agreement.

The Vendor will provide a draft SP for the Department's review. The Department will review the SP and provide any comments within 10 business days of receiving the document. The Vendor will have 5 business days to respond to any comments and provide a final SP. No Release Development activities will be initiated without the Department's approval of the SP. Due to the need to support the current deployments, S&M activities will be performed while the SP is under development.

### 5.2.7 Software Security Plan

The Vendor will provide a Software Security Plan (SSP) that describes how the Vendor will perform security to ensure that the Department's property is adequately protected. This security will include, at a minimum, physical, electronic and network security. For each of the subcontractors, the Vendor will describe how this security will be enforced at their facilities and by their staff.

The Vendor will provide a draft SSP to the Department for review. The Department will review the SSP and provide any comments within 10 business days of receiving the document. The Vendor will have 5 business days to respond to any comments and provide a final SSP. No Release Development activities will be initiated without the Department's approval of the SSP.

Due to the need to support the current deployments, S&M activities will be performed while the SSP is under development.

### 5.3 Vendor Performance

The Vendor’s performance and compliance with the *Scope of Services* shall be evaluated periodically by the Department. If the Vendor does not meet or exceed the performance standards established herein, the Department shall reserve the right to assess the Vendor “Liquidated Damages” that shall be deducted from the Vendor invoice. The Vendor shall be notified, in writing, of the date and nature of the infraction prior to invoice reduction. The Vendor will provide the required performance measures data to the Department. This data will be used to monitor the Vendor’s performance. The table below defines the performance measures, the expected performance, and the Liquidated Damages that will be imposed for not meeting the expected performance. The Vendor can provide justification for not meeting the expected performance. The Department could consider the request and determine if the Liquidated Damages should be waived.

The infractions that shall activate the invoice payment reductions for Liquidated Damages are listed in Table 5 below. The Vendor can reduce the invoice amount to account for the Liquidated Damages, if the Vendor chooses to not incur invoice payment reduction.

**Table 5: Contractor Performance Measure Definitions**

<b>Performance Measure</b>	<b>Expected Performance <sup>1</sup></b>	<b>Liquidated Damages (See Note 1)</b>
Initial response to a phone call for a critical failures, failures, and external failures	1 missed response over three months	\$5,000
Initial response to deployment / configuration issues	2 missed responses over three months	\$1,000
Initial response to bugs	4 missed responses over three months	\$1,000
Document Deliverables	4 missed responses over three months	\$1,000

Note: <sup>1</sup> Expected performance identifies the number of missed responses the Vendor is allowed before the liquidated damages are assessed.

Should support funding not be available, the Vendor shall notify the Department PM in writing and the requirement to meet response times or incur liquidated damages shall be suspended until the Department makes the agreed to levels of funding available on the contract.

The Department and the Vendor will review the performance measures every three months to ensure that the proper performance measures are in place. The performance review periods include:

- 1<sup>st</sup> Quarter of fiscal year: July to September
- 2<sup>nd</sup> Quarter of fiscal year: October to December
- 3<sup>rd</sup> Quarter of fiscal year: January to March
- 4<sup>th</sup> Quarter of fiscal year: April to June.



## 5.4 Administrative Reports

The Department requires the deliverables indicated below from the Vendor to monitor progress and ensure compliance:

**Progress Reports** – On a periodic basis (4 weeks), the Vendor will provide a rollup of the software issues. Also, the Vendor will prepare and provide a set of statistics that will be used to measure SunGuide’s stability and the Vendor’s support workload and performance. The Department expects that statistical reporting will be provided in written (tabular) and graphical formats. The statistics to be gathered are listed below:

- Number of issues reported to date by web and by phone;
- Number of issues reported this month by web and by phone;
- Number of issues open and in progress by issue type;
- Number of issues not responded to in the required time;
- Number of issues closed during the reporting period by issue severity;
- Average Vendor response time by issue severity for initial response and follow-up responses;
- Number of issues being worked on by on-site and home office staff this month;
- Number of issues closed by on-site and home office staff this month;
- Average number of man hours required per issue resolved;
- Average cost to resolve issue;
- Number of software problem issues remaining open longer than 7 calendar days; 14 calendar days, and a month;
- Number of issues escalated to the SPM for a month and total for the year; and,
- Number of issues escalated to the PM for a month and total for the year.

The rollup information reports will also provide a set of graphs that can be used to demonstrate trends. The reporting period report can be combined with the reporting period for Status Reports prepared by the Vendor.

The Vendor will provide project tracking for the S&M and Release Development portions of the project. The reporting period status report will describe the activities for the last period and the activities for the next two periods for both S&M and Release Development activities. For each enhancement under development, a detailed schedule will be provided.

**Periodic Support Performance Report** - On a periodic (4 weeks) basis (or at a timeframe negotiated when final funding for support is allocated), a report which provides the status of all the issues in the ITT will be prepared by the Vendor. The Vendor will initially develop the agreed to reports and make them accessible to the Department for its use. The Department may, at its discretion, copy and modify the reports. The reports, at a minimum, will provide updates on support and maintenance issues, and enhancements, if there are any underway. As part of the periodic review, the Vendor will discuss the SunGuide issues in the conference call. After the Department reviews the report, the Department may elect to not hold the conference call.

For SunGuide enhancement requests, the Vendor will advise the Department's PM if the enhancement is recommended or not. If the enhancement is not recommended, the Vendor will respond to the request in the web based issue tracking tool with approval from the Department. If the enhancement is recommended, the Vendor will provide details at no cost to the Department of how the Vendor proposes to address the enhancement request, cost associated, labor effort involved and schedules to deploy the enhancement. The Vendor is responsible for ensuring all communication via the web based tracking tool and timely update of the requests in the tool. These requests can be discussed with the Department during the periodic meetings.

## **5.5 Administrative Meetings**

The Vendor's PM and/or SPM shall participate and/or conduct meetings as requested by the Department.

- **Kickoff Meeting** – The Vendor shall attend an initial kickoff meeting at a Department's facility. The purpose of this meeting is to have the Vendor present the plan for the specific project work tasks including SunGuide Software support. Key Vendor staff assigned to this effort shall attend this kickoff session. The kickoff meeting shall be held within 30 business days after the initiation of the Notice to Proceed (NTP). The objective of the kickoff meeting is to review the Department's expectations of the Vendor, and to review the Vendor's proposed project plan. The Vendor shall be responsible for preparing and distributing kickoff meeting materials to the Department's PM and preparing and submitting the minutes of the meeting. The Department will provide a meeting facility with a computer projection unit upon request.
- **Support Meetings** - The Vendor's PM will participate in support meetings and conduct project review presentations as requested by the Department. Support meetings will be scheduled by the Department to occur periodically (4 weeks) (or at a timeframe negotiated when final funding for support is allocated) and will be attended by the Vendor's PM or SPM and support staff (on-site and/or home office), as appropriate and approved by the Department's PM. The Department will notify the Vendor's PM 5 business days prior to a scheduled meeting and may request that the Vendor provide an agenda and list of prospective attendees for review no later than 2 business days prior to the meeting. The Department will review and approve the proposed agenda and the list of the Vendor attendees. No Vendor or subcontractor personnel will attend a support meeting without prior approval by the Department.

Support meetings will be conducted via video or teleconference. The Vendor shall provide the periodic report to the Department 2 working days prior to the meeting and use the meeting to review the Vendor's open ITT issues, open action items, obtain clarifications, request information, discuss future activities, and training classes. The Vendor will record the minutes of each meeting and forward a copy to the Department within 5 working days of meeting adjournment for review and approval.

- **Progress Review or Status Meetings** – Progress review or status meetings will be scheduled by the Department to occur on a periodic basis and will be attended by the Vendor's PM, key technical leads and subcontractor personnel, as appropriate. The Department will notify the Vendor's PM 10 working days prior to a scheduled meeting

and may request that the Vendor provide an agenda and list of prospective attendees for review. The Department will review and approve the proposed agenda and the list of Vendor attendees. No Vendor or subcontractor personnel shall attend a project status review meeting without prior approval by the Department.

Progress review meetings will be conducted at a facility of the Department or via video and teleconference. Progress meetings shall be used to review the Vendor's progress report for the previous reporting period, written correspondence exchanged since the last meeting, open action items, obtain clarifications, request information, discuss future activities, schedule coordination teleconference with Districts, concept of operations review, software requirement review, software preliminary design review, software final design review, milestone demonstrations, and training classes. The Vendor will record the minutes of each meeting and forward a copy to the Department within 5 working days of meeting adjournment for review and approval.

- **Outreach Presentations** – The selected Vendor shall also participate in outreach meetings as requested by the Department to inform and educate the SunGuide Software stakeholders regarding aspects of the project and to review proposed requirement changes. The Vendor shall record the minutes of each meeting and forward a copy to the Department for review and comment.

## **5.6 Transmittal of Deliverables**

Every document, letter, progress report, change order, and any other written or computer-readable material (in written or electronic form) exchanged between the Vendor and the Department shall be assigned a unique transmittal number. The Vendor shall maintain a correspondence index and assign transmittal numbers consecutively for all Vendor documents and/or discussions. E-mail may be used as a tool to deliver documents; a formal transmittal shall be included electronically with the document delivery. E-mail messages will be exempt from the requirement to assign unique consecutive numbers. The Department will maintain a similar correspondence numbering scheme identifying the documents and correspondence that it creates. The Vendor shall provide the Department a copy of the Vendor's correspondence index upon request. The Vendor shall provide an electronic version of each deliverable in Microsoft Office® and Adobe portable document formats (PDF).

### **5.6.1 Change Procedures**

The following procedures shall apply to all engineering and design changes proposed by the Vendor for any equipment, interface, integration or software requirement in this Contract.

1. The Department will identify the desired enhancement to the Vendor.
2. The Vendor shall prepare a cost and schedule estimate at no cost to the Department providing the Department with two items:
  - Cost and schedule to develop ConOps and Requirements; and,
  - Rough Order of Magnitude estimate for implementation and testing.
3. The enhancement, cost, and schedule will be presented to the Change Management Board (CMB) by the Department or the Vendor (as directed by the Department PM). For details on the CMB, please visit the following Web site:  
[http://www.dot.state.fl.us/trafficoperations/ITS/Projects\\_Deploy/CMB.shtm](http://www.dot.state.fl.us/trafficoperations/ITS/Projects_Deploy/CMB.shtm).

4. If the enhancement is approved by the CMB, the Department will develop the system requirements and provide these requirements to the Vendor.
5. The Vendor will provide a finalized description, cost and schedule for ConOps, software requirements, and implementation and testing at no cost to the Department.
6. The Department PM will review the final description, cost and schedule and determine whether to proceed with the enhancement or not.

Note: Estimated implementation and testing cost and schedule will be re-examined once system requirements are established.