

Meeting Date
February 21, 2017



AGENDA	
Section	Consent
Item No.	<i>II.C.2.</i>

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Authorize the Chairman to Execute the Contract with Trafficware, Inc. – All Districts (Fiscal Impact: \$107,350)
DEPT/OFFICE:	Central Services/Purchasing Services for Public Works Department

Requested Action:

It is requested that the Board of County Commissioners authorize the Chairman to execute the contract and delegate to the County Manager or designee the authority to execute renewal options as outlined in the Agreement with Trafficware, Inc. for traffic signal equipment, including software and hardware components. It is further requested that the Board approve any necessary Budget Change Requests associated with this action.

Summary Explanation & Background:

The Board of County Commissioners has approved standardization of traffic signal equipment for the past fifteen years. This standardization of software and hardware components is critical to efficiently maintain and operate the County's Intelligent Transportation System (ITS). Trafficware, Inc. is the original equipment manufacturer (OEM) and is the sole provider of these ITS components for the County. The current Trafficware contract was valid until December 2016.

Staff has successfully negotiated the terms and compensation schedules with Trafficware, Inc., to provide traffic signal equipment, including software and hardware components. The term of this new Agreement shall be for an initial period of three (3) years with two (2) one (1) year renewals upon mutual agreement of both parties. It is requested that the Board delegate to the County Manager or designee the authority to execute these renewal options as outlined in Administrative Order AO-29, Contract Administration. Per the Agreement, compensation schedules may only be adjusted after the third year of the contract upon mutual consent of the parties.

In accordance with Board Policy BCC-25, Board approval of contracts valued at \$100,000 or more is required. Staff conservatively estimates the contract value to be \$325,000 during the initial three (3) year term. Staff anticipates procuring the following items based on the current Exhibit B fee schedule:

- Item 30 ATMS yearly maintenance agreement \$15,000 per year (\$75,000)
- Item 31 Adaptive Responsive yearly maintenance agreement \$18,000 per year (\$90,000)
- Item 82 Trafficware Type 6 Cabinet/Controller \$12,870 per each; average five (5) cabinets per year (\$64,350)
- Approximately \$10,000 in repair expenses annually (\$50,000)

Fiscal Impact: FY 2016/2017 \$107,350 from 0002/210194 ITS Cost Center

Clerk to the Board Instructions: Please return two (2) fully executed contracts to the Public Works Department

Exhibits Attached: Agreement - Traffic Signal Equipment (Software and Hardware Components) three (3) originals and OEM Letter

Contract /Agreement (If attached): Reviewed by County Attorney		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager		Assistant County Manager			Department Director / Extension		
Stockton Whitten		Assistant County Manager				Teresa Camarata, Central Services Director / 55492 John P. Denninghoff / 57202	



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

February 22, 2017

M E M O R A N D U M

TO: Teresa Camarata, Central Services Director

RE: Item II.C.2., Agreement with Trafficware, Inc. for Traffic Signal Equipment, Including Software and Hardware Components

The Board of County Commissioners, in regular session on February 21, 2017, executed Agreement with Trafficware, Inc. for traffic signal equipment, including software and hardware components; delegated the County Manager, or his designee, the authority to execute renewal options as outlined in the Agreement; and approved any necessary Budget Change Requests associated with this action. Enclosed are two fully-executed Agreements.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

Encls. (2)

cc: Public Works Director
Contracts Administration
Finance
Budget

AGREEMENT
Traffic Signal Equipment
(Software and Hardware Components)

THIS AGREEMENT, made this 21 day of February, 2017, by and between Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County" and Trafficware, Inc., hereinafter referred to as "Contractor", for the term specified herein, agree as follows:

WITNESSETH:

I. SCOPE

The Contractor shall provide materials, tools, equipment, software, coordination, troubleshooting and manpower necessary to provide for configuration of software and hardware components of the County's traffic signal equipment. Work shall be conducted as described and authorized by purchase order under this contract and as specified in Exhibit A. All work shall meet the applicable federal, state and local standards.

II. TERM OF AGREEMENT

The period of this Agreement shall be for a period of three (3) years with two (2) one (1) year renewals upon mutual agreement of both parties, beginning on the date of final execution by both parties.

III. COMPENSATION

The Contractor agrees to provide the services and materials as specified in its proposal to the County at the cost specified in attached Exhibit B herein and made a part of this Agreement. Any prices specified in this Agreement will remain firm for the term of this Agreement.

Compensation schedules may be adjusted after the third year of the contract upon mutual consent of the parties. Compensation shall be based on material cost variation or other relevant economic conditions, sufficiently documented by the requesting party. Either party may request a compensation adjustment. Failure to agree upon compensation adjustments shall constitute mutually agreed upon termination of this agreement.

IV. PAYMENT

All invoices received by the County are payable within thirty (30) days from receipt, provided they have first been approved the using department and such department has accepted the work. The County reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using department. All invoices shall be directed to the Public Works Department, 2725 Judge Fran Jamieson Way, Suite A-201, Viera, FL 32940.

V. GENERAL CONDITIONS

A. Patents

The contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the work, which is subject to patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the county against any claim, suit or proceeding brought against the county which is based upon a claim, whether rightful or otherwise, that the work, or any part thereof, furnished under this Agreement constitutes an infringement of any patent or copyright of RFP00-391 of the United States. The Contractor shall pay all damages and costs awarded against the County.

B. Indemnity

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom , arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the vendor, or any sub-contractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fess of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the county and shall not be considered to be County's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Contractor under this Agreement for this hold harmless/indemnification provision.

C. Termination for Default

1. The performance of work under this Agreement may be terminated by the Director of Public Works, in whole or in part, in writing, whenever the Director of Public Works shall determine that the Contractor has failed to meet the performance requirements of this Agreement.
2. The Director of Public Works has a right to terminate this Agreement for default if the Contractor fails to make delivery of the supplies or perform the work, or if the Contractor fails to perform the work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

D. Termination for Convenience

The County may terminate this Agreement at its convenience with advance written notice to the Contractor. In the event of such a termination by the County, the County shall be liable for the payment of all work properly performed prior to the effective date of the termination.

E. Warranty

The Contractor warrants that the work, including equipment and materials provided, shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications of the Request for Proposal, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the work provided within one (1) year from completion of the work, the Contractor shall, at the County's option, either perform such portions of the work to correct such fault, defect or error, at no additional cost to the County, or refund to the county the charge paid by the County which is attributable to such portions of the faulty, defective or erroneous work, including the costs for performance of the work provided by other Contractors. ALL EQUIPMENT AND MATERIALS PROVIDED BY THE CONTRACTOR SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED.

F. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Agreement. The Contractor or County, respectively, shall not be liable for any loss or damage resulting from any delay or failure to perform its contractual obligations within the time specified due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not subject to the Contractor's or County's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or County's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of work, shall extend the time of the Contractor's or County's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal work schedules. However, under such circumstances as described herein, the Director of Public Works may, at this discretion, cancel this Agreement for the convenience of the County.

G. Liquidated Damages

Parties agree that the damages are difficult to determine, but that these liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to complete the work within the time specified, or any proper extension thereof granted by the County, then the Contractor does hereby agree, as part consideration for awarding the Agreement, to pay the County the sum of Two Hundred Fifty Dollars (\$250.00) for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for completing the

work, not as a penalty, but as liquidated damages for Breach of contract as herein set forth. The County and Contractor agree that the damages that will be incurred by the County as a result of the Contractor's delay in meeting a completion date are of a kind difficult to accurately estimate, and the credit herein provided is not a penalty, but a reasonable forecast of the damages that will actually be incurred by the County in the event of any such delay.

H. Insurance Requirements

The Contractor shall be required to procure and maintain, at its own expense and without cost to the County, until final acceptance of all products and services covered by the Agreement, the following types of insurance:

1. General Liability Insurance: General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this agreement, and Errors & Omissions.
2. Automobile Liability Insurance: Auto Liability Insurance policy which includes coverage for all owned, non-owned and hired vehicles with a \$1,000,000 combined single limit for each occurrence.
3. Workers' Compensation Coverage: Full and complete Workers' Compensation Coverage, as required by the State of Florida law, shall be provided covering all employees of the contractor and subcontractors.
4. Insurance Certificate: The Contractor shall provide Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form acceptable to the County. The Certificate (s) of Insurance shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.
5. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the Agreement. Sub-contractor's insurance shall be the responsibility of the Contractor.
6. Liability insurance companies furnishing insurance coverage required by this Agreement must have no less than a "B" Financial Rating and a Financial Size Category of "Class IV" or higher according to the most current edition of Best's Insurance Reports.

I. Acceptance

The County will be deemed to have accepted the work after the Public Works Department is notified by Trafficware that the work is complete, the County has inspected and the County advises Trafficware that the work has been satisfactorily completed.

J. Correction of Work

The Contractor shall promptly correct all work rejected by the County as failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected work.

K. Right to Audit Records

The County shall be entitled to audit the books and records of the Contractor or any subcontractor to the extent that such books and records relate to the performance of this Agreement or any subcontract to this Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing.

L. Time is of the Essence

The parties agree that time is of the essence in the completion of the work called for under this Agreement. The Contractor agrees that all work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

M. Information

All information and data furnished to or developed for the County by the Contractor or its employees pursuant to this Agreement, excluding previously copy written materials, shall be the sole property of the county and all rights therein are reserved by the county, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

N. Extra Work

The County, without invalidating this Agreement, may order changes in the work within the general scope of this Agreement consisting of additions, deletions, or other revisions. All such changes in the work shall be authorized in writing. No claim for extra work will be considered valid by the County unless first submitted in writing.

O. Familiarity With The Work

The Contractor, by executing this Agreement, acknowledges full understanding of the extent of the character of the work required and the conditions surrounding the performance thereof. The County will not be responsible for any alleged misunderstanding of the work to be furnished or completed, or any misunderstanding of the conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Agreement.

P. Title and Risk of Loss

The title and risk of loss to the work shall pass from the contractor to the County upon the County's final acceptance of the work.

Q. Maintenance and Support Services Schedule

Per Exhibit A (attached)

R. Severability

If any party of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

S. Attorney's Fees

In the event of any legal action to enforce the terms of this contract, each party shall bear its own attorney's fees and costs. This provision shall not be interpreted to be a pledge of ad valorem tax revenues.

T. Venue and Non-Jury Trial

Any legal action to enforce, interpret, or construe the terms of this Agreement, shall be in a court of competent jurisdiction in and for Brevard County, Florida and **any trial shall be a non-jury trial.**

U. Entirety

This Agreement represents the understanding and agreement of the parties in its entirety. There shall be not amendments to this Agreement unless such amendments are in writing and signed by both parties.

VI. MISCELLANEOUS PROVISIONS

- A. The Contractor shall not employ subcontractors without the advance written permission of the County.
- B. Assignment of this Agreement shall not be made without the advance written consent of the County.
- C. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of work under this Agreement.
- D. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Board of county Commissioners and/or County Manager.
- E. The Contractor is to procure all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by federal, state and local

laws, ordinances, rules, and regulations, for the proper execution and completion of the work under this Agreement.

- F. All disputes between the parties shall be resolved in accordance with County Policy BCC-25 (Brevard County Vendor Complaint).
- G. The Agreement is considered a non-exclusive Agreement between the parties.
- H. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Florida.
- I. Any litigation arising out of this Agreement shall be heard in the Courts of Brevard County, Florida.
- J. In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.
- K. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute same on behalf of the contractor as the act of said Contractor.
- L. This Agreement, including Exhibit A and Exhibit B, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bid either party hereto.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA



Curt Smith, Chairman

As approved by the Board on 2/21/17

APPROVED AS TO FORM AND CONTENT:



Assistant County Attorney

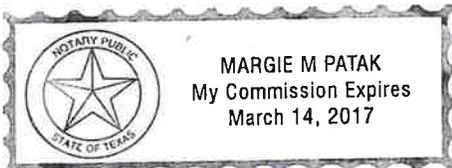
ATTEST:



Margie M. Patak

TRAFFICWARE, INC.



JOE CUSTER, Vice-President
CFO

STATE OF ~~FLORIDA~~ § TEXAS
COUNTY OF FT Bend §

I HEREBY CERTIFY that before me, an officer duly authorized to take acknowledgments, personally appeared JOE CUSTER to me known to be the CFO of TRAFFICWARE GROUP, INC., or provided as identification and who did (did not) take an oath, acknowledged before me that they executed the within instrument freely and voluntarily for the purposes therein expressed.

1ST WITNESS my hand and official seal in the State and County last aforesaid this 1ST day of FEBRUARY, 2017.

(SEAL)

Margie M Patlak
Signature

Margie M Patlak
Notary Name (typed or printed)

NOTARY
Title or Rank

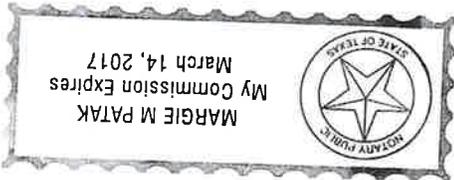


EXHIBIT A

MAINTENANCE AND SUPPORT SERVICES SCHEDULE



1. **GENERAL.** All definitions and terms of the Agreement apply to the Maintenance and Support Services Schedule described herein. Licensor will provide these Maintenance and Support Services conditioned upon Licensee (a) acquiring Maintenance and Support Services as authorized on an Order Schedule or LSO executed by the parties and (b) paying the required Maintenance and Support Services Fees while the Agreement is in effect.
2. **SOFTWARE SUPPORTED.** Licensor will support a version of the Software through one subsequent release (changes in the Software represented by a change in the first number to the right of the decimal point), or for one year after the Software is released, whichever is longer. Licensee is responsible for validating for compatibility of any computer hardware or operating system for which the Software or Equipment is procured. A list of Licensor's Standard Minimum Requirements is available upon request.
3. **SUPPORT HOURS.** Licensor technical support is available via phone or e-mail between the normal business hours of 8 a.m. and 5 p.m., Monday through Friday, Central Standard Time. Technical support issues can be logged via Licensor's on-line Customer Support Portal (CSP - located at www.Trafficware.com) on a 7 x 24 x 365 basis, these issues will be reviewed within two (2) hours during regular business hours and on the next business day if logged outside of regular business hours to determine the severity level and will then be handled per the procedures in Sections 10 and 11 as appropriate. Technical support is closed on all scheduled Licensor holidays (generally consistent with government holidays, as dictated by the country the call center supports). Technical support may also be closed because of unforeseen emergencies (e.g., weather conditions, power outages, etc.). In the event of such emergencies, diligent efforts will be made to modify the outgoing voice mail announcement on the telephone support line to provide reason for closure.
4. **ACCESS.** Licensee shall, upon the request of Licensor, provide general access to Licensee's environment for certain technical support issues that cannot be addressed in an alternative commercially reasonable manner. Should Licensee deny such access then Licensor may be required to remotely recreate the Licensee's environment. Such environment recreation will be performed on a time and material basis. No technical support will be performed on the particular issue until Licensee either grants access to or authorized recreation of Licensee's environment.
5. **TELEPHONE CONTACT.** Licensee is entitled to four (4) telephone conferences annually to address Severity 1 issues; additional support calls will be invoiced at a rate of \$150 each. Licensor uses voicemail as a backup when technical support representatives are assisting other subscribers or are otherwise not available. Licensor will use commercially reasonable efforts to return all voicemails within eight (8) business hours after the voicemail is recorded. During on-call support hours, if Licensee marks the voicemail "Urgent," Licensor will return the call within one (1) business hour. From the nature of the call and problems described, the Licensor technical support representative, in his or her discretion, will determine the appropriate level of support.
6. **ONLINE CONTACT.** Licensor has unlimited access to reporting issues via Licensor's on-line CSP. Licensor will use commercially reasonable efforts to provide an acknowledgement to emails sent via the CSP within eight (8) business hours after Licensor receives the email.
7. **LICENSEE REPRESENTATIVES.** Two (2) representatives of the Licensee will be designated as first level support representatives ("FLS Representative") to Licensor and may source Licensor's internal knowledge base, product documentation, and Licensor's second level support representatives. Designated FLS Representatives must receive a Licensor technical support certification through Licensor prior to contacting Licensor for help. The certification will allow the representatives the ability to facilitate and troubleshoot issues.
8. **FIRST LEVEL SUPPORT.** First level support is the responsibility of the Licensee and is also provided via the CSP (e.g., Tech Notes, FAQ documents, etc.), the relevant Trafficware Distributor (if applicable) and the Licensee's IT organization. If the issue cannot be answered by the first level support representatives, these representatives may escalate it to Licensor's second level support desk.
9. **SECOND LEVEL SUPPORT.** Second level support consists of Licensor Technical Support Representatives (TSR) who receive and record the FLS Representative's inquiries as described in Section 10 below. The TSR's will make every reasonable attempt to answer the problem during the same business day. If the second level support is unable to resolve an issue within one (1) business day, Second level support will escalate the issue following the escalation procedures described below. Licensor will notify the FLS representative by email or telephone of the estimated time of resolution. Licensor will send the FLS Representative additional messages as deemed necessary to ensure Licensee is properly informed.
10. **LICENSEE SUPPORT SEVERITY LEVELS.** Licensor will make commercially reasonable efforts to resolve Licensee's questions that are reported under Sections 5 and 6 in the time described below:
 - (a) **Severity 1 Problem - Two Business Days.** A Severity 1 Problem exists when important existing functionality is not available and no Licensee acceptable workaround exists. The first available TSR will work on the problem within eight (8) hours with the goal of resolving this issue within one (1) business day of the Licensee's call.
 - (b) **Severity 2 Problem - Three Business Days.** A Severity 2 Problem exists when a minor existing functionality is not available, or an important existing functionality is not available but there is a Licensee acceptable workaround. Standard questions are logged at this severity level by default. Examples of this are: Licensee needs clarification on how a product feature works, Licensee would like to know how to implement a topography design element. Licensee issue will be worked on by a TSR within eight (8) business hours with the goal of resolving this issue within four (4) business days.
 - (c) **Severity 3 Problem - Next Software Release.** A Severity 3 problem exists when there is an incorrect behavior, cosmetic problem or a documentation error that in no way impedes operation of the system and enhancement. Licensor will work on Licensee's issue with the goal of resolving this issue within the next software release.
11. **ESCALATION PROCEDURES:**
 - (a) The first TSR who is available after receipt of a question takes responsibility for it.
 - (b) TSR logs the incident into our call tracking system and contacts the Licensee to confirm receipt of the issue and to retrieve any information the TSR feels is important to resolve the problem. The TSR will decide on the severity level to be assigned to the issue after discussion with the Licensee.
 - (c) Issues that cannot be solved by the TSR responsible for the question are presented to the technical support team for resolution.
 - (d) Issues that indicate software problems are logged in the tracking system and escalated to the "Developer on Call" working in the engineering department.

12. **SERVICES WARRANTY.** Licensor will perform all Maintenance and Support Services in a professional manner, consistent with industry standards (the "Service Warranty"). Licensee's sole and exclusive remedy for Licensor's breach of the Service Warranty is to report the alleged breach to Licensor within ninety (90) days after the particular service is performed and to have Licensor re-perform the Service.
13. **DISCLAIMER OF WARRANTY.** LICENSOR DISCLAIMS, ON BEHALF OF ITSELF AND ITS SUPPLIERS, ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES RELATED TO THE MAINTENANCE AND SUPPORT SERVICES, EXCEPT AS SET FORTH IN SECTION 12, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
14. **EXCLUDED SERVICES.** Licensor is not responsible for causes external to the Software or Documentation, including but not limited to: fault or negligence of Licensee; failure of Licensee to incorporate Updates and Upgrades provided by Licensor; operation of the Software with other media not meeting or not maintained in accordance with the current System Requirements, or causes other than ordinary use; modifications, alteration or additions by parties other than Licensor; viruses; third party software or Equipment; telephone carriers or utilities. Any software maintenance or services required, as determined by Licensor, will be billed to the Licensee on a time-and-materials basis according to Licensor's then current rates.
15. **TERM.** Maintenance and Support Services will begin on the Effective Date of each LSO or Order Schedule and shall remain in force for the Initial Term and automatically renew for Renewal Service Period(s) unless terminated (i) as set forth in Section 8 (b) of the Agreement or (ii) by either party by written notice given at least ninety (90) days prior to the expiration of the then current Renewal Service Period.
16. Licensor may change its internal operating procedures without altering the level of service described herein.

EXHIBIT B				
ITEM	Software Description	Unit	Part #	Price
1	Trafficware Regional Traffic Signal Control	LS	50157-8000	\$80,000.00
2	Trafficware CCTV – Camera Control Module	LS	50157-8303	\$30,000.00
3	Trafficware Dynamic Message Signs Module	LS	50157-8302	\$30,000.00
4	Trafficware Parking Guidance Module	LS		\$40,000.00
5	Trafficware Adaptive Central Server Control Module	EA	97500-0015	\$300,000.00
6	Trafficware Transit Priority Module	LS	50157-8312	\$130,000.00
7	Trafficware Asset Management Module (TEAMS)	LS		\$125,000.00
8	Trafficware Local Adaptive Control Controller Firmware License & intersection integration	EA	97500-0030	\$18,100.00
9	Trafficware Local NTCIP Transit Priority Module (per Intersection License)	EA	97017-5400 (2070) or 97017-6400 (ATC)	\$1,800.00
10	Trafficware WEB.now	LS	50157-8100	\$62,250.00
11	Trafficware EMERGENCY.now	LS	50157-8301	\$2,500,000.00
12	Trafficware Advanced Communication Module (per 200 Drops)	LS	50157-8314	\$20,000.00
13	Trafficware StreetSync Server Software License	EA	97070-1000	\$15,000.00
14	Trafficware StreetSync laptop software (per laptop)	EA	97070-5000	\$1,000.00
15	Trafficware Enhanced Measures of Effective Server Module	EA	50157-8320	\$15,000.00
16	Trafficware Connected Vehicle Server Module	EA	50157-8317	\$80,000.00
Item	Labor Description	Unit	Part #	Price
17	Training Cost – Trafficware Central System (3 Days)	LS	96010-1000	\$7,500.00
18	Training Cost – Trafficware Field Hardware (3 Days)	LS	96501-1000	\$7,500.00
19	Professional Engineering Services on Trafficware Equipment	HR		\$175.00
20	Software Engineering Services on Trafficware software	HR	96809-0000	\$200.00
21	On-site service per day plus component expense for Trafficware equipment	EA		\$1,600.00
22	1 Day on-site (Traffic Engineering) plus Travel Expenses	EA		\$1,600.00
23	3 Day on-site install/test for Trafficware equipment	EA		\$4,800.00
24	5 Day on-site support (Traffic Engineering) including Travel Expenses	EA		\$8,000.00
25	Install Server Software for Trafficware equipment	EA		\$2,700.00
26	Install Workstation Software for Trafficware equipment	EA		\$1,300.00

27	Implement Adaptive per intersection for Trafficware Controllers	PI		\$4,800.00
28	EMERGENCY.now yearly maintenance	YR		\$220,000.00
29	PRIORITY.now yearly maintenance	YR		\$120,000.00
30	ATMS.now yearly maintenance, support & training – software upgrades, controller firmware upgrades, 1 day training and support per Exhibit A	YR		\$15,000.00
31	Adaptive Responsive yearly maintenance, support & training – software upgrades, remote server upgrades loaded by Trafficware, controller firmware upgrades, 1 day training and support per Exhibit A	YR		\$18,000.00
32	Adaptive Responsive yearly maintenance license per intersection	EA	97500-0055	\$950.00
33	TEAMS Annual Maintenance	YR		\$16,000.00
34	Repair Charge (parts not included) per hour	HR		\$80.00
Item	Field Hardware Description	Unit	Part #	Price
35	Trafficware 980 TS2-1 Controllers w/ Ethernet 2 Port	EA	50099-22300-1	\$2,350.00
36	Trafficware 980 TS2-2 Controllers w/ Ethernet 2 Port	EA	50099-20300-1	\$2,450.00
37	Trafficware 980 TS2-1 Controllers w/ Ethernet 4 Port	EA	50099-23300-1	\$2,850.00
38	Trafficware 980 TS2-2 Controllers w/ Ethernet 4 Port	EA	50099-21300-1	\$2,950.00
ITEM	Software Description	Unit	Part #	Price
39	Trafficware 980 ATC Controller TS2-1	EA	50280-2140	\$2,750.00
40	Trafficware 980 ATC Controller Upgrade TS2-1	EA	30962-2401	\$1,695.00
41	Trafficware 980 ATC Controller Upgrade for new cabinet purchase	EA	30962-2401	\$1,395.00
42	Trafficware BIU w/ RS232	EA	50096-2000	\$260.00
43	Trafficware Cabinet Power Supply	EA	50128-2101	\$365.00
44	Trafficware 16-Channel Detector Rack with interface panel	AS	50024-2169T-2PP-BLK/ 50030-2168-2P	\$975.00
45	Trafficware 16-Channel Detector Rack	EA	50030-2168-2P	\$360.00
46	2 CH Loop Amp, Standard	EA	50193-2020	\$215.00
47	2 CH LCD Loop Amp	EA	50180-2200	\$290.00
48	4 CH Loop Amp, Standard	EA	50194-2020	\$395.00
49	4 CH LCD Loop Amp	EA	50180-2000	\$350.00
50	Trafficware MMU LCD w/ Ethernet	EA	50155-2500	\$975.00
51	MMU2-16LEIPTW	EA		\$1,150.00
52	Trafficware ISO Interface Panel	EA	10097-2100	\$250.00
53	Trafficware Loop Interface Panel	EA	50024-2169T-2PP-BLK	\$950.00
54	Trafficware Communication Panels	EA	8005-2511-002P/ 8005- 2511-219T (2)	\$395.00
55	Trafficware SDLC Cable (Connectors on Both Ends)	EA	10224-2105	\$105.00
56	Trafficware SDLC Pigtail (Connector on One End)	EA	10413-2005-LUG	\$105.00
57	Trafficware DC Type School Flasher Assembly	AS	50040-2043	\$2,650.00

58	Trafficware AC Type School Flasher Assembly	AS	50040-2053	\$2,300.00
59	Ethernet Card for Trafficware Controller	AS	10628-2000P	\$775.00
60	Trafficware Type 4 Cabinet	EA	WC04010100	\$6,995.00
61	Trafficware Type 4 Cabinet & Trafficware TS2-1 Controller	EA	WC04010100/ 50099-22100-1/ 50128-2101	\$9,345.00
62	Trafficware Type 4 Cabinet & Trafficware TS2-2 Controller	EA	WC04010100/ 50099-20100-1/ 50128-2101	\$9,445.00
63	Trafficware Type 4 Cabinet & Trafficware TS2-1 Controller w/Ethernet	EA	WC04010100/ 50099-22300-1/ 50128-2101/ 50155-2500	\$10,320.00
64	Trafficware Type 4 Cabinet & Trafficware TS2-2 Controller w/Ethernet	EA	WC04010100/ 50099-20300-1/ 50128-2101/ 50155-2500	\$10,420.00
65	Trafficware Type 4 Cabinet & Trafficware TS2-1 Controller w/Ethernet/LCD	EA	WC04010100/ 50099-22300-1/ 50180-2200 (8)/ 50128-2101/ 50155-2500	\$11,370.00
66	Trafficware Type 4 Cabinet & Trafficware TS2-2 Controller w/Ethernet/LCD	EA	WC04010100/ 50099-20300-1/ 50180-2200 (8)/ 50128-2101/ 50155-2500	\$11,470.00
67	Trafficware Type 5 Cabinet	EA	WC52010100	\$7,800.00
68	Trafficware Type 5 Cabinet & Trafficware TS2-1 Controller	EA	WC52010100/ 50099-22100-1/ 50128-2101	\$10,150.00
69	Trafficware Type 5 Cabinet & Trafficware TS2-2 Controller	EA	WC52010100/ 50099-20100-1/ 50128-2101	\$10,250.00
70	Trafficware Type 5 Cabinet & Trafficware TS2-1 Controller w/Ethernet	EA	WC52010100/ 50099-22300-1/ 50128-2101/ 50155-2500	\$11,125.00
71	Trafficware Type 5 Cabinet & Trafficware TS2-2 Controller w/Ethernet	EA	WC52010100/ 50099-20300-1/ 50128-2101/ 50155-2500	\$11,225.00
72	Trafficware Type 5 Cabinet & Trafficware TS2-1 Controller w/Ethernet/LCD	EA	WC52010100/ 50099-22300-1/ 50180-2200 (8)/ 50128-2101/ 50155-2500	\$12,175.00
73	Trafficware Type 5 Cabinet & Trafficware TS2-2 Controller w/Ethernet/LCD	EA	WC52010100/ 50099-20300-1/ 50180-2200 (8)/ 50128-2101/ 50155-2500	\$12,275.00
74	Trafficware Type 6 Cabinet	EA	WC37010100	\$7,995.00
75	Trafficware Type 6 Cabinet & Trafficware TS2-1 Controller	EA	WC37010100/ 50099-22100-1/ 50128-2101	\$10,345.00
76	Trafficware Type 6 Cabinet & Trafficware TS2-2 Controller	EA	WC37010100/ 50099-20100-1/ 50128-2101	\$10,445.00
77	Trafficware Type 6 Cabinet & Trafficware TS2-1 Controller w/Ethernet	EA	WC37010100/ 50099-22300-1/ 50128-2101/ 50155-2500	\$11,320.00
78	Trafficware Type 6 Cabinet & Trafficware TS2-2	EA	WC37010100/ 50099-	\$11,420.00

	Controller w/Ethernet		20300-1/ 50128-2101/ 50155-2500	
79	Trafficware Type 6 Cabinet & Trafficware TS2-1 Controller w/Ethernet/LCD	EA	WC37010100/ 50099- 22300-1/ 50180-2200 (8)/ 50128-2101/ 50155-2500	\$12,370.00
80	Trafficware Type 6 Cabinet & Trafficware TS2-2 Controller w/Ethernet/LCD	EA	WC37010100/ 50099- 20300-1/ 50180-2200 (8)/ 50128-2101/ 50155-2500	\$12,470.00
81	Trafficware Type 6 Cabinet & Trafficware 980 ATC TS2-1 Controller w/Ethernet	EA	WC37010100/ 50280- 2140/ 50128-2101/ 50155-2500	\$11,820.00
82	Trafficware Type 6 Cabinet & Trafficware 980 ATC TS2-1 Controller w/Ethernet/LCD	EA	WC37010100/ 50280- 2140/ 50180-2200 (8)/ 50128-2101/ 50155- 2500	\$12,870.00
83	Trafficware Access Point kit (Pod™)	EA	50284-2103	\$2,750.00
ITEM	Software Description	Unit	Part #	Price
84	Trafficware Rack Mount Base Station Kit(Pod™)	EA	50311-2100-1	\$3,250.00
85	Trafficware Pod w/ Clamshell (Pod™)	EA	50285-2000	\$400.00
86	Trafficware Panel Antenna kit (Pod™)	EA	50398-2000	\$650.00
87	Trafficware Large Panel Antenna kit (Pod™)	EA	50287-2000	\$650.00
88	Lightning Suppression for Antenna (Additional)	EA	5400-0002	\$170.00
89	Antenna, Panel Directional, 900 MHz (Additional)	EA	9000-0352	\$217.50
90	RF Cable, 6 ft (Additional)	EA	8005-0301	\$70.00
91	TrafficwareTube of Epoxy Tube (Additional)	EA	9000-2000	\$40.00
92	Clamshell for Pod™ (Additional)	EA	50285-5002	\$9.00
93	Trafficware Epoxy Tube Gun (Additional)	EA	8020-0002	\$130.00
94	MDS E-NET RADIO NET-II 900	EA	9000-0316-AP/IP	\$1,937.00
NOTES:				
1) PRICES ARE FIXED UNTIL THE CONTRACT IS TERMINATED OR RENEWED.				
2) 30 DAYS BEFORE EACH OF THE RENEWAL DATES OF THE CONTRACT, TRAFFICWARE MAY SUBMIT FOR PRICE INCREASES WHERE THE MATERIAL OR PRODUCTION COST OF THE PRODUCT INCREASES.				
3) THE REQUESTED INCREASE SHALL NOT EXCEED THE PRODUCERS PRICE INDEX (PP) EXCEPT WHERE MATERIAL PRICES EXCEED IT. IN THOSE CASES, TRAFFICWARE WILL PROVIDE DOCUMENTATION TO CORROBORATE THE REQUEST (I.E. METALS INDUSTRY PRICING INDEXES FOR ALUMINUM, COPPER, ETC.				

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I - The following information must be completed on all new contracts submitted to the Board.

1. Contractor: Trafficware, Inc.	
2. Fund/Account #: 002/210191	Department Name: Public Works
4. Contract Description: Agreement – Traffic Signal Equipment (Software and Hardware Components)	
5. Contract Monitor: Jeanette Scott	6. Mail Stop #: EXT 52853
7. Dept./Office Director: John P. Denninghoff	8. Contract Type: Payable
ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Need complete data

SECTION II - The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	✓		tdw	2/1/17
Risk Management	✓		ML	12/5/2016
County Attorney	✓		Jeg	2/6/2017

If any office denies approval, the package will be returned immediately to the User Agency.

SECTION III - CONTRACT MANAGEMENT DATABASE CHECKLIST

DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund and GL Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional renewals/extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in database (Initial Contract Form with County Attorney/Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>
Note: Insurance Certificates uploaded under collapsible/expandable <u>Monitor Bar Section</u> Change Order/Task Order uploaded under collapsible/expandable <u>Monitor Bar Section</u> Contract Renewal documents uploaded under collapsible/expandable <u>Renewal /Bar Section</u>	

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form, Executed/Attested Contract to department for contract to be entered and uploaded into the Contract Management System. See AO-29 for additional information.

Trafficware®

March 23, 2016

RE: Sole Source Provider of Synchro / SimTraffic and Associated Training

To Whom It May Concern:

Thank you for your interest in Trafficware. This letter is to inform you that Trafficware software, Synchro and SimTraffic, is developed and marketed exclusively by Trafficware. In addition, all Trafficware copyrighted training materials and certified trainers are provided by Trafficware.

Trafficware software consists of the following unique, exclusive and/or proprietary characteristics, functions, and design elements:

- Synchro, for macroscopic modeling, software incorporates the Intersection Capacity Analysis (ICU) methodology for determining intersection capacity for single and/or multiple intersections (networks).
- Synchro software can provide both the ICU intersection capacity analysis and the HCM 2000/2010 intersection capacity for expanded analysis.
- The ICU objective function is volume to capacity ratios, rather than delay.
- Synchro and SimTraffic provide both macroscopic and microscopic analysis in one package.

Should you have any questions, please contact Trafficware.

Sincerely,

DIGITAL PHASE


Evelyn Bever

Operations Manager

Trafficware, LLC.

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FAX	281.240.0452
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E-Mail	sales@trafficware.com