



Invitation for Bid (IFB)  
SCATS Regional Software Maintenance and Licenses  
IFB No. 3085  
Annual Estimated Quantities  
NOVEMBER 1, 2022 through OCTOBER 31, 2023

**Due: TUESDAY, OCTOBER 11, 2022 2:30 p.m. Eastern Time**

_____ Company	_____ Street address	_____ City
_____ State, Zip	_____ Phone	_____ Company Website

Completed IFB document and pricing **must** be submitted through the BidNet Michigan Inter-governmental Trade Network (MITN) website <https://www.bidnetdirect.com/>

This IFB is for a one-year firm-fixed price blanket order for SCATS Regional Software Maintenance and Licenses as specified in the pricing section. Please submit a bid for firm-fixed pricing for the material described herein. Items bid must be manufactured by the original equipment manufacturer (OEM) or must be an approved equal.

All goods meeting specifications, brand, and part number shall be delivered in good condition as required, on the dates established. All goods must be tailgate delivered to the Warehouse at 2420 Pontiac Lake Road, Waterford, Michigan. Deliveries are accepted Monday through Friday between 8:00 a.m. and 2:30 p.m., with exception of RCOC observed holidays. RCOC item number and Purchase Order number must be on all packing slips and invoices.

## 1.00 SOLICITATION INFORMATION

### 1.01 COMMUNICATION

Purchasing Agent: Starr Wood  
248-858-4796 voice  
[purchasing@rcoc.org](mailto:purchasing@rcoc.org)

### 1.02 SOLICITATION SCHEDULE

Published on BidNet	FRIDAY, SEPTEMBER 23, 2022
IFB due date	TUESDAY, OCTOBER 11, 2022, 2:30 p.m., ET

### 1.03 BID AWARD

The contract will be awarded to the bidder who has offered the lowest price and has met the required specifications. RCOC reserves the right to award to more than one bidder, as it determines in its best interests. Unit prices on all items will prevail.

#### 1.04 BIDDER REJECTION

RCOC reserves the right to reject any and all bids or any part thereof. Any incomplete bid and any bid in which prices are obvious errors may be rejected. A non-conforming response to the specifications or terms and conditions will be considered non-responsive and may be rejected.

#### 1.05 PROTEST AND APPEAL PROCEDURES

Bidders aggrieved by the award of any solicitation or resulting contract, may file a written notice of protest with the purchasing agent within seven (7) calendar days of award by the Board of Road Commissioners for Oakland County.

#### 1.06 ALTERNATE BID

Bidders may submit an alternate bid. Alternate bids must be submitted as a complete and separate bid.

#### 1.07 INCURRED COSTS FOR BIDDING

RCOC shall not be responsible for costs incurred in the preparation and presentation of this bid.

#### 1.08 SAMPLES

Samples may be requested to facilitate the evaluation process, especially if bidding an alternate product. If required, the samples shall be provided to RCOC within 48 hours. RCOC item number, bidder name, and product number shall be clearly marked on samples. Bidders requesting samples be returned must include a pre-paid shipping label, or UPS account information with the samples.

### 2.00 INFORMATION FOR BIDDERS

#### 2.01 FINANCIAL DISCLOSURE REQUIREMENTS

RCOC requires that each bidder be financially capable of carrying out the terms of the contract. Bidders may be required to submit a copy of a recent financial statement or annual report. Such requests will be made in writing.

#### 2.02 SUBCONTRACTS

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation without prior written consent of the RCOC.

#### 2.03 EXEMPTION FROM TAXES

The RCOC is eligible for government pricing and is tax exempt.

#### 2.04 GOVERNING LAW

This contract and all actions hereunder shall be governed by, subject to, and construed according to the laws of the State of Michigan.

#### 2.05 CONTRACT COMMENCEMENT DATE

The contract commencement date shall be the date of the signing of the purchase order (PO) or execution of the contract, as set forth in the PO.

#### 2.06 PACKING SLIPS

The successful bidder shall indicate purchase order number and delivery location on all packing slips and invoices.

#### 2.07 INVOICING AND PAYMENT

Payment will be by ACH transfer or net thirty (30) days after acceptance by RCOC.

## 2.08 SERVICE CONTRACTS

Upon delivery, a signature of an RCOC employee must be obtained on the service ticket that states the quantity of material delivered. The signed delivery copy must be included with invoicing. RCOC will not be responsible for payment of invoices submitted without signed delivery tickets, or for any discrepancies not reported in writing within 30 days of occurrence.

## 2.09 HAZARDOUS SUBSTANCES

State law requires that shipments of hazardous substances shall include Material Safety Data Sheets (MSDS). If required, the website for the MSDS (or a paper copy) must be supplied prior to the first order shipped under any contract, and at any time the MSDS are revised.

## 2.10 CONFLICT OF INTEREST

It is RCOC's policy that no RCOC employees or businesses owned and operated by RCOC employees can be used in the performance of this contract. The services described in this bid may not be assignable without the prior written consent of the RCOC.

## 3.00 SCOPE AND PURPOSE

### 3.01 SCATS CONTROLLER TRAFF FIRMWARE MAINT

The scope for the SCATS controller firmware maintenance includes supporting the TRAFF firmware for the 2070/M52 and Linux M60 Controller. TRAFF firmware should be updated on as needed basis as per the request of RCOC. Requested updates need to be evaluated and implemented if feasible. RCOC may find and report bugs in the controller operation, which needs to be fixed after confirmation. Field controller installation shall be done by RCOC. Provide SCATS controller TRAFF firmware maintenance for one-year firm-fixed pricing for all SCATS intersections.

### 3.02 SCATS CENTRAL SOFTWARE MAINT

The scope for SCATS Central Software maintenance includes providing updates to SCATS-CORE (all Regions with 250 intersections each) and ADAPTIVE-CONNECT for the all SCATS intersections at RCOC. Bidder should procure necessary licenses and software patches as they are released by TfNSW. Server updates and installation shall be done by RCOC. Provide SCATS Central Software maintenance for the RCOC SCATS system for one-year firm-fixed pricing.

### 3.03 NGEN/WINTRAFF TRAFFIC SOFTWARE MAINT

The scope for NGEN and WinTraff software maintenance includes procuring new releases and software patches as released by TfNSW. Installation shall be done by RCOC. Provide NGEN/WinTraff traffic software maintenance for one-year firm-fixed pricing.

### 3.04 SCATS LICENSE FOR NEW INTERSECTIONS

The item will be requested by RCOC on as needed basis when adding new intersections to the SCATS system. The scope includes procuring the SCATS licenses (controller TRAFF and ADAPTIVE-CONNECT) for the new intersections. SCATS Licenses are maintained as inventory in the RCOC Warehouse. The quantities are estimated on an annual basis and used primarily by the Traffic Safety Department. New controller installation shall be done by RCOC. Provide SCATS controller TRAFF firmware and ADAPTIVE-CONNECT software License per intersection for one-year firm-fixed pricing.

#### 4.00 SPECIFICATIONS

The Sydney Coordinated Adaptive Traffic System (SCATS) software controls traffic signals through coordination on an area-wide basis and provides the interface and linkage between intersection controllers. Each signal requires a SCATS ADAPTIVE-CONNECT and controller TRAFF firmware license, which RCOC purchases on an as needed basis for anticipated growth and to update the existing signals. Additionally, the SCATS system requires an annual central software and controller TRAFF firmware maintenance contract. The Central software maintenance agreement is required for free of cost updates from TfNSW and technical support to the Traffic Safety Department through October 2023.

##### 4.01 SCATS CONTROLLER TRAFF FIRMWARE MAINT

Provide SCATS 2070/M52 and Linux M60 Controller TRAFF firmware maintenance subscription for one year. The maintenance covers any updates and upgrades to the current firmware on all controllers. This item is limited to the support for the TRAFF firmware on the local intersection controllers and does not include any of the central software elements.

##### 4.02 SCATS CENTRAL SOFTWARE MAINT

Provide SCATS software maintenance subscription for one year for SCATS Version 6.9. This includes the following modules:

- SCATS-CORE – Existing RCOC SCATS Regions
- ADAPTIVE-CONNECT - Central Manager for 819 adaptive intersections
- SCATSAccess
- SCATS Picture
- Traffic Reporter
- SCATS Log
- SCATS ITS Port

##### 4.03 NGEN/WINTRAFF TRAFFIC SOFTWARE MAINT

Provide NGEN and WinTraff traffic software maintenance subscription for one year. NGEN software allows users to create a new controller database (SCATS Personality) and WinTraff allows users to test the SCATS Personality in simulated mode.

##### 4.04 SCATS LICENSE FOR NEW INTERSECTIONS

Provide SCATS ADAPTIVE-CONNECT and controller TRAFF license for new SCATS intersections. ADAPTIVE-CONNECT license allows new intersections to be added to the existing RCOC SCATS system and runs the intersection in Adaptive mode. Controller license (2070/M52 and Linux M60 Controller) allows SCATS TRAFF firmware to be installed on the field controller. All licenses shall be supplied by the bidder. Installation shall be done by RCOC.

##### 4.05 SCATS CONTROLLER (2070/M52 AND Linux M60) TRAFF FIRMWARE LICENSE

The 2070 Traffic controller was specified in 1997 by the California Department of Transportation Department of Electrical and Electronic Systems (TEES) and revised in 1998. The 2070 specification includes a version that provides an interface to a NEMA TS1 cabinet via the standard A, B and C connectors. A “D” connector provides access to extra detectors and special I/O. Siemens ITS (Eagle) released the M52 and Linux M60 controller based on the 2070N Lite.

The Road Commission for Oakland County adopted the 2070 and later the Eagle M52 and Linux M60 series controller for use with the SCATS adaptive control system. This specification describes the minimum requirements for software for the 2070/M52 and Linux M60 controller to allow it to be used with SCATS.

#### A. FUNCTIONAL REQUIREMENTS

The software will allow an equipped 2070, M52 or Linux M60 controller to operate within a SCATS system with all SCATS facilities. The controller software must provide at a minimum firmware:

- Operation under the OS-9 or Linux real time operating system delivered with the SCATS TRAFF firmware,
- Operation in a "NEMA" cabinet configuration (i.e. with A, B, C and D connectors).
- Standard SCATS TRAFF VC5 controller features including:
  - VC5 SCATS communications protocol and data formats,
  - 12 Vehicle Phases
  - 8 Pedestrian Phases
  - Capability for Flashing Yellow Permissive and operation per NCHRP recommendation
  - Provide a field compatible device (small, rugged) for controller personality loading

#### B. LICENSES

The software shall come with appropriate license documentation.

#### C. FORMAT

Each controller TRAFF intersection license and firmware shall be delivered on individual flash drives or on a Hard Plastic Slim CD Storage Case (measured 5.59 inch x 4.92 inch) labeled with the following:

- SCATS Logo
- "SCATS 2070/M52 Controller License"
- Version (provide the version number)
- License Number (4-digit number supplied by RCOC and running consecutively) Space should also be left at the bottom to write in the intersection number and name.

## 5.00 INSURANCE

Successful bidders shall file with the Road Commission for Oakland County Board, copies of completed certificates of insurance as evidence that adequate insurance is carried and continuously maintain such insurance during the life of the contract. Insurance coverage shall be provided in accordance with the following:

### 1. Comprehensive General Liability and Auto Liability

Including coverage for owned, hired, and non-owned vehicles and Michigan no-fault coverage (PIP)

### 2. Bodily Injury and Property Damage:

The minimum limits of bodily injury liability and property damage liability shall be:

\$1,000,000/per person or occurrence/aggregate

OR Combined single limit: Bodily injury and property damage liability shall be \$1,000,000 per occurrence/aggregate. Such insurance shall include broad form contractual liability.

### 3. Products Liability/Completed Operation

\$1,000,000/ occurrence/aggregate

### Worker's Compensation Insurance – Bodily Injury – Statutory

Employer's Liability -- \$500,000/person

The successful bidders shall not cancel, reduce, or non-renew the coverage of any insurance required by this section without 30 days prior written notice to the Board. All insurance provided in accordance with this section shall include an endorsement whereby the insurer shall agree to notify the Board immediately of non-renewal or any reduction or cancellation of any coverage.

The successful bidder shall obtain owner's protective liability insurance with the Road Commission for Oakland County as the named insured.

The successful Bidder agrees to save harmless, indemnify, represent and defend the Board, its officers, agents and employees against any and all claims for personal injury, property damage, or any other claims of whatsoever nature arising out of or related to the performance or non-performance of the work by the Bidder, the Bidder's employees, agents and subcontractors.

RCOC must be listed as additional insured on General Liability and Auto Liability.

The successful bidder shall require subcontractors maintain insurance as stated above. All insurance shall be carried with insurance companies authorized to do business in the State of Michigan and acceptable to the RCOC. Alternate acceptable insurance may be approved by RCOC.

## 6.00 ORDER AND CONTACT INFORMATION

Please provide the following information for ordering and for customer service contacts.

### Order Desk

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone number

\_\_\_\_\_  
Email address

### Customer Service

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone number

\_\_\_\_\_  
Email address

## 7.00 INFORMATION FROM BIDDER

Is there an objection or deviation?

YES \_\_\_\_

NO \_\_\_\_

Specify: \_\_\_\_\_

Is pricing firm for the first year of the contract term? (2022 – 2023)

YES \_\_\_\_

NO \_\_\_\_

Minimum order requirements. \_\_\_\_\_

Indicate number of days for delivery to RCOC after receipt of order:

\_\_\_\_\_

Do you offer payment discounts? For example, 2% 10 Net 30

YES \_\_\_\_

If so, state discount \_\_\_\_\_

NO \_\_\_\_

The undersigned is authorized to represent the persons, firms and corporations joining and participating in the submission of this bid, and commits to meeting all aspects of the bid, terms and conditions, and agrees to deliver goods for one year.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City

\_\_\_\_\_  
State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Company Website

ROAD COMMISSION FOR OAKLAND COUNTY  
TERMS AND CONDITIONS

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Specification Deviation: Any deviation from this specification MUST be noted in detail and submitted in writing. Completed specifications should be attached for any substitutions offered. The absence of a specification deviation statement and accompanying specification will hold the solicitor strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with bids or proposals, the solicitor's name should be clearly shown on each document. The RCOC retains the right to determine the equivalency of any product or service.

Quantities: The RCOC requests purchase prices for the items identified in this solicitation, and in accordance with the specifications provided. The quantities provided may be given as a guideline only for the purpose of quote preparation. These quantities shall not be construed as the total number of purchases for the contract. This estimated figure may increase and/or decrease throughout the term. No guarantee is expressed or implied as to the total quantity of items to be purchased under this contract. The RCOC reserves the right to add or delete like or related items at any time during the term of this contract. The additions or deletions shall be incorporated into the contract in the form of an addendum.

Evaluation: It is RCOC's intent to award the contract to one supplier; however, RCOC reserves the right to award to multiple suppliers if RCOC, at its sole discretion, deems such action to be in the best interest of the public we serve. Contract award will be made to the lowest responsive/responsible supplier meeting all specifications.

Fiscal Funding: Funding of this contract is dependent on budget appropriations set each fiscal year. If necessary funds to continue with the specified equipment and services are not allocated by RCOC's Board, this contract shall be terminated at the expiration of the appropriated funds.

Delivery and Receipt of Goods: Accessibility for delivery purposes shall be between the hours of 7:30 a.m. and 2:30 p.m. Monday through Friday, with exception of RCOC observed holidays. All deliveries shall be received acceptance "subject to inspection". All goods must be tailgate delivered.

F.O.B. Destination Freight Prepaid: Title passes to the RCOC when goods are delivered to an RCOC location. The supplier shall pay all freight charges, owns the goods during transit and files claims, if any.

Performance: The supplier agrees to deliver all items meeting specifications, brand, and part number in good condition, on the dates established. For blanket orders, failure to comply with the above performance standards in excess of 5% may result in the cancellation of the order.

Hold Harmless: The supplier agrees to save harmless, indemnify, represent, and defend the RCOC Board, its officers, agents, and employees against any and all claims of whatsoever nature arising out of, or related to, the performance or non-performance of the work by the supplier, the supplier's employees, or agents.

MIOSHA Regulations: All equipment, machinery, tools and vehicles must meet all MIOSHA standards to be considered.

Compliance with Applicable Laws and Regulations: The supplier specifically agrees to comply with any and all applicable State, Federal, and Local statutes, ordinances, and regulations, and with RCOC regulations during performance of the services and will require compliance of all subcontractors. Additionally, the supplier shall comply with the following: In accordance with Michigan 1976 PA 453, the supplier hereto agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, national origin, age, sex, height, weight or marital status. Further, in accordance with Michigan 1976 PA No. 220, as amended, the parties hereby agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The supplier further agrees that it will require all subcontractors for this project comply with this provision.

Taxes: The RCOC, a government agency, is eligible for government pricing schedules and is tax exempt.

Payment: Payment shall be approximately 30 days after receipt of goods and correct invoice and all specifications herein being met. The purchase order number must appear on all invoices.

Termination for Convenience

RCOC may terminate this contract at any time for any reason by giving at least thirty (30) days' notice in writing to the supplier. If the agreement is terminated by RCOC, the supplier will be paid for all outstanding invoices as of the date of termination.