

Synchro Plus SimTraffic Support/Maintenance Annual Renewal Services

1. **REQUIREMENTS:** This SOW is to provide Synchro Plus SimTraffic Licenses, ongoing maintenance, and support services to ensure the software remains functional, secure and up to date.
 - 1.1. **FUNCTIONAL SPECIFICATIONS:** Synchro Software is used to optimize traffic signal timings to reduce delays and improve traffic flow. SimTraffic is used to simulate traffic flow based on the optimized timing plans from Synchro, allowing users to visualize and analyze the impacts of different signal timing strategies.
 - 1.2. **INSTALLATION AND CONFIGURATION:** Vendor must perform all installation, initial setup, and configuration tasks required to deliver a final product that has been piloted, tested and is fully functional for TxDOT users. Tasks may include, but are not limited to, developing reports, configuring and deploying standard workflows to meet TxDOT specific business needs and rules.
 - 1.3. **SYSTEM REQUIREMENTS:** Vendor must specify the method that will be used to deliver the software, login requirements, special system requirements or other requirements to ensure software is fully functional within the TxDOT environment. Reference the Delivery Methods Schedule.
 - 1.4. **WARRANTY:** Vendor must specify the Publisher's standard warranty, maintenance and support period and service levels including any limitations.
 - 1.5. **MAINTENANCE AND SUPPORT:** Vendor must:
 - Provide standard product maintenance and support services included with the standard license such as annual updates, patches and fixes needed to improve functionality and keep the software in working order.
 - Propose additional or enhanced maintenance and support plan options if available. TxDOT will select the level of maintenance and support needed. Reference Pricing Schedule.
 - Follow agreed upon Patching/Upgrade process and TxDOT CAB procedures.
 - Follow written approvals provided in the TxDOT Authorization To Operate (ATO), as directed by the designated TxDOT representative for installing the software product and providing standard software maintenance and support. Authorization to Operate form will be provided upon Project Team Kick-Off, if needed.
 - Provide support documentation, to include but not limited to: Support Policies, FAQ's, Support SLA's, Online Guides.

1.6. DELIVERABLES: The Vendor shall provide the following deliverables as part of the annual renewal of Synchro Studio and SimTraffic licenses, including support and maintenance services, for the duration of the renewal term:

- Valid software licenses and entitlements: Including license files, license keys, or account-based entitlements for Synchro Studio and SimTraffic.
- Annual subscription access: All items required to ensure uninterrupted access to the subscription for the renewal term, including licenses, license keys, and login credentials (if applicable).
- Software updates and patches: Access to all vendor-released patches, bug fixes, and minor version updates made available during the renewal period.
- Technical support services: Vendor technical support for the duration of the renewal term, including issue troubleshooting and resolution in accordance with the vendor's standard support policies.
- Support case documentation: Access to support logs, ticket history, and issue resolution documentation generated during the support period.
- Maintenance services: Ongoing product maintenance, including defect remediation and platform compatibility updates as provided under the support and maintenance agreement.
- Product documentation: Access to standard vendor documentation provided with the software, including installation guides, administrator guides, user guides, release notes, and other materials necessary for proper use and administration of the software.
- Renewal confirmation and administrative artifacts: Renewal confirmation, invoice, and documentation evidencing active support and maintenance coverage for the renewal term.

1.7. ACCEPTANCE CRITERIA: Acceptance of deliverables shall be based on the following criteria, as applicable to an annual software license renewal with support and maintenance services:

- License Validation: TxDOT confirms that valid licenses and entitlements for Synchro Studio and SimTraffic are active for the full renewal term and function without restriction.
- Subscription Access: Authorized users are able to access the software and any associated vendor portals or download sites using the provided credentials or license mechanism.
- Software Updates and Patches: TxDOT confirms access to vendor-released updates, patches, and minor version enhancements made available during the renewal period.
- Technical Support Availability: Vendor technical support is accessible through defined channels, and support requests can be successfully submitted and tracked in accordance with the vendor's standard support policies.

- Support Case Resolution: Submitted support cases receive responses and resolutions consistent with the contracted support level, and case documentation is available upon request.
- Maintenance Coverage: Maintenance services, including defect remediation and compatibility updates, are available and active for the duration of the renewal term.
- Product Documentation Access: TxDOT confirms access to standard product documentation such as installation guides, user guides, administrator manuals, and release notes.
- Administrative Confirmation: Receipt of renewal confirmation, invoice, and documentation verifying active license, support, and maintenance coverage constitutes administrative acceptance.

1.8. TRAINING: Vendor must provide standard functional and system user training along with comprehensive documentation, including methods of delivery, at no additional cost. If specified in the pricing schedule, the vendor must:

- Develop and present a detailed training plan outlining the training content, affected users or user groups, recommended training schedule, etc. to the designated TxDOT representative.
- Create and provide curriculum for training sessions. The materials must be tailored specifically for TxDOT use and software configuration – no generic training curriculum unless approved by the designated TxDOT representative.
- Conduct train-the-trainer or system user training sessions. The vendor must include a thorough outline of the level of training support that will be required, including methods of delivery and outcomes for training

NOTE: Vendor must not invoice, and TxDOT will not pay for, any additional charges associated with training such as travel costs, per diem expenses or other out-of-pocket expenditures.

2. DEFINITIONS OF TERMS AND ACRONYMS

- 2.1. ATO- An Authorization to Operate (ATO) is a formal declaration by a Designated Approving Authority, TxDOT ITD InfoSec that authorizes operation of a solution and explicitly accepts the risk to agency operations.
- 2.2. CAB-Change Advisory Board-Any information system solution that will be installed on any TxDOT owned equipment or that will access TxDOT network or will be accessed by TxDOT personnel or use or transmit data created by TxDOT may be subject to review and approval by the ITD Change Advisory Board ("CAB") prior to implementation or delivery.
- 2.3. Contract – Any Purchase Order (PO) or Blanket Purchase Order (BPO) resulting from this solicitation as listed in the Order of Precedence in the resulting PO or BPO.

- 2.4. BPOR – Blanket Purchase Order Release – A written authorization to perform work under the contract listing the items of work to be performed and the cost based on the prices established in the BPO.
- 2.5. FLSA – Fair Labor Standards Act.
- 2.6. PM – Project manager.
- 2.7. POC – Point-of-contact.
- 2.8. TxDOT – Texas Department of Transportation.
3. APPLICABLE LAWS AND STANDARDS: The vendor shall provide the specified service requirements in accordance with all federal, state, and local applicable laws, standards, and regulations necessary to perform the services, including, but not limited to:
 - 3.1. Title 42 U.S.C. §§ 2000d-2000d-7, with the exception of sections 2000d-5 and 2000d-6, also known as – Title VI of the Civil Rights Act of 1964, including any amendments.
 - 3.2. 1 TAC 206, aligns state web accessibility standards with the federal regulations set forth in Section 508 of the Rehabilitation Act of 1973.
 - 3.3. 1 TAC 213 enacted state standards for procurement, development, or usage of EIR for people with disabilities and also aligns accessibility standards with the federal regulations set forth in Section 508.
4. PRICING: Must be based on the pricing schedule.
5. ADDITIONAL INVOICING INSTRUCTIONS:
 - 5.1. Prior to submitting the invoice, the vendor must submit, via email, documentation validating the invoice charges to the designated TxDOT representative to include, but not be limited to:
 - 5.1.1. Hosting/Maintenance/Support service dates; or
 - 5.1.2. Project Deliverable Review Summary Form (PDRSF).
 - 5.1.3. Once TxDOT approves the deliverable(s) and sends the signed PDRSF to the Vendor, the invoice may be submitted.
 - 5.2. Vendor must attach the signed PDRSF for deliverable(s) invoiced.

NOTE: Invoices requiring correction must be resubmitted with the same invoice number and clearly marked “corrected”.
6. CONTRACT REMEDIES: In the event of a breach of contract or non-performance by the vendor, TxDOT may, at its sole discretion, require the vendor to pay damages not to exceed 10% of the total price for the line item referenced on the pricing schedule. Any line item that is more than 30 calendar days late will incur liquidated damages. Delays in deliverables caused by factors outside the vendor’s control are exempt from these liquidated damages.

This provision is for liquidated damages, not a penalty. If damages are assessed, the vendor may reimburse TxDOT by discounts, credits, refunds, or waived fees.

7. CONTRACT ADMINISTRATION: Administration of the contract is a joint responsibility of the TxDOT contract manager and TxDOT purchasing staff. Purchasing staff will be responsible for administering the contractual business relationship with the vendor.
 - 7.1. Any proposed changes to work to be performed, whether initiated by TxDOT or the vendor, must receive final written approval in the form of a Purchase Order Change Notice signed by the authorized TxDOT purchasing agent.
 - 7.2. Upon issuance of contract, TxDOT will designate an individual to serve as the contract manager and point of contact between the agency and the vendor. The contract manager does not have any express or implied authority to vary the terms of the contract, amend the contract in any way, or waive strict performance of the terms or conditions of the contract. This individual's contract management responsibilities include, but are not limited to:
 - 7.2.1. Monitoring the vendor's progress and performance and ensuring services conform to established specification requirements.
 - 7.2.2. Managing the financial aspects of the contract including approval of payments.
 - 7.2.3. Meeting with the vendor as needed to review progress, discuss problems, and consider necessary action.
 - 7.2.4. Coordinate access to TxDOT facilities, systems, and staff required to facilitate the work.
 - 7.2.5. Other areas as identified by the State of Texas Procurement and Contract Management Guide version 4.0.