

**REQUEST FOR PROPOSALS
FOR THE
DESIGN, IMPLEMENTATION, & MAINTENANCE
OF
TRAFFIC SIGNAL DESIGNING SOFTWARE**

ANNEX F – BID FORMS

Annex F-1

IRREVOCABLE POWER OF ATTORNEY FOR AUTHORIZED REPRESENTATIVE

I the undersigned, being legal counsel of _____ (insert name of Bidder) (the "**Bidder**"), hereby confirm the following and attach my signature below as testimony thereof:

The Bidder hereby (i) appoints _____ (insert name) as its Authorized Representative for the duration of the tender for the Design, Implementation, and Maintenance of Traffic Signal Designing Software (the "**Tender**"), and for the duration of the Contract to be signed with JTMT in the event the Bidder is chosen as the Preferred Bidder and awarded the Contract in accordance with the terms and conditions of the Tender, and (ii) authorizes the Authorized Representative in the Bidder's name or otherwise, and on its behalf:

1. To receive all Tender documents, instructions and all other material that may be issued by JTMT to the Bidders throughout the Tender Process.
2. To submit to JTMT all requests for clarification, proposed amendments and other inputs that JTMT may require from the Bidder from time to time throughout the Tender Process.
3. To consent to changes of schedule or other conditions of the Tender that may be required by JTMT from time to time throughout the Tender Process.
4. To consider, settle, sign, execute, deliver and/or issue all agreements, documents, certificates and instruments that the Authorized Representative in their absolute discretion consider(s) desirable in connection with the Tender and/or the Contract awarded pursuant thereto, including without limitation the following documents: services orders, framework agreements; service agreements and any and all other documents and contracts required to be signed in connection with the Tender or the Contract, subject to such amendments or variations as the Authorized Representative may agree.
5. To take any steps that the Authorized Representative in their absolute discretion consider(s) desirable in connection with the implementation and/or execution of the Services under the Tender and/or the Contract.
6. To appear on behalf of the Bidder before JTMT, the Tender Committee and/or any representative therefrom, in all matters, including and in addition to those set forth herein, affecting or connected with the tender process, and to sign and execute any document before JTMT and/or its representatives on behalf of the Bidder.

In accordance with the provisions of the Tender, this Irrevocable Power of Attorney may not be revoked, transferred or changed in any way without the prior written approval of JTMT.

[Insert name]

Signature: _____

Date: _____

Authorization by Attorney:

I the undersigned, being legal counsel of _____ (insert company name), hereby confirm and attach my signature below as testimony thereof that _____(insert name\s and position\s of Authorized Representative as indicated above) appeared before me on this ___day of the month of _____, _____, and signed this declaration in my presence after confirming, under penalty of law and after being dully warned of the consequences of rendering a fallacious declaration, that the contents of his/her declaration as detailed therein are true and correct.

_____ Adv.

[*Insert name*]

Signature: _____

Date: _____

Annex F-2

[Applies only to legal entities incorporated in Israel or registered Foreign Company as the term is defined in the Companies Law, 5759-1999]

תצהיר

בדבר העסקת עובדים זרים כדין ותשלום שכר מינימום לפי חוק עסקאות גופים ציבוריים, תשל"ו-1976

אני הח"מ, מר/גב' _____, נושא/ת ת.ז. שמספרה _____, לאחר שהוזהרתי כי עלי להצהיר את האמת וכי אהיה צפוי/ה לעונשים הקבועים בחוק אם לא אעשה כן, מצהיר/ה בזאת בכתב כדלקמן:

1. אני הוסמכתי כדין על ידי _____ (להלן: "**המציע**") לחתום על תצהיר זה בתמיכה להצעה למכרז מס' 028-2019 לאספקה, הטמעה ותמיכה של תוכנה לתכנון רמזורים (להלן: "**המכרז**").

2. הנני מצהיר כי מתקיים במציע אחד מאלה:

(א) המציע ובעל זיקה אליו לא הורשעו בפסק דין חלוט בעבירה לפי חוק עובדים זרים.

(ב) עד למועד האחרון להגשת הצעות במכרז לא הורשעו המציע ובעל זיקה אליו בפסק דין חלוט ביותר משתי עבירות לפי חוק עובדים זרים.

(ב) אם המציע או בעל זיקה אליו הורשעו בפסק דין חלוט בשתי עבירות או יותר לפי חוק עובדים זרים - כי חלפה לפחות שנה אחת מן ההרשעה האחרונה ועד המועד האחרון להגשת הצעות.

3. הנני מצהיר כי מתקיים במציע אחד מאלה:

(א) המציע ובעל זיקה אליו לא הורשעו בעבירה לפי חוק שכר מינימום.

(ב) עד למועד האחרון להגשת הצעות במכרז לא הורשעו המציע ובעל זיקה אליו בפסק דין חלוט ביותר משתי עבירות לפי חוק שכר מינימום.

(ג) אם המציע או בעל זיקה אליו הורשעו בפסק דין חלוט בשתי עבירות או יותר לפי חוק שכר מינימום - כי חלפה לפחות שנה אחת מן ההרשעה האחרונה ועד המועד האחרון להגשת הצעות.

לעניין סעיפים 2 ו-3 לעיל:

"**אמצעי שליטה**", "**החזקה**" ו"**שליטה**" - כמשמעותם בחוק הבנקאות (רישוי), התשמ"א-

; 1981

"**בעל זיקה**" - כל אחד מאלה:

(1) חבר בני אדם שנשלט על ידי הספק;

(2) אם הספק הוא חבר בני אדם, אחד מאלה: (א) בעל השליטה בו; (ב) חבר בני אדם שהרכב בעלי מניותיו או שותפיו, לפי העניין, דומה במהותו להרכב כאמור של הספק, ותחומי פעילותו של חבר בני האדם דומים במהותם לתחומי פעילותו של הספק; (ג) מי שאחראי מטעם הספק על תשלום שכר העבודה;

(3) אם הספק הוא חבר בני אדם שנשלט שליטה מהותית - חבר בני אדם אחר, שנשלט שליטה מהותית בידי מי ששולט בספק

"**הורשע**", בעבירה - הורשע בפסק דין חלוט בעבירה שנעברה אחרי יום כ"ה בחשון התשס"ג (31 באוקטובר 2002);

"**חוק עובדים זרים**" - חוק עובדים זרים (איסור העסקה שלא כדין והבטחת תנאים הוגנים), התשנ"א-1991.

"**חוק שכר מינימום**" – חוק שכר מינימום, התשמ"ז-1987;

"**שליטה מהותית**" – החזקה של שלושה רבעים או יותר בסוג מסוים של אמצעי שליטה
בחבר בני האדם;

4. זה שמי, זו חתימתי, ותוכן תצהירי דלעיל אמת.

חתימת המצהיר/ה

אישור

אני הח"מ _____, עורך דין, מרחוב _____, מאשר/ת בזאת כי ביום
_____ הופיע/ה במשרדי מר/גב' _____, המוסמך לחתום מטעם המציע, ושזיהה
עצמו באמצעות ת.ז. שמספרה _____, ואחרי שהזהרתיו/ה כי עליו/ה להצהיר את האמת
וכי יהיה צפוי לעונשים הקבועים בחוק אם לא יעשה כן, אישר את נכונות הצהרתו דלעיל וחתם
עליה בפני.

חתימה וחותמת עו"ד

Annex F-3

Pre-Qualifications Requirements Declaration

Bidder's Name: _____

Date: _____

I the undersigned, being the Authorized Representative of the Bidder, in accordance with the Power of Attorney attached to the Bidder's Bid, hereby declare on behalf of the Bidder as follows:

1. This declaration is submitted as part of the materials comprising the Bid of the Bidder for the tender for the Design, Implementation, and Maintenance of Traffic Signal Designing Software published by JTMT, as further detailed in the ITB and its annexes (the "**Tender**"). Capitalized terms undefined below have the meanings attached to such terms elsewhere in the RFP Documents.
2. I represent and warrant that the Bidder complies with the following Pre-Qualification Requirements:
 - 2.1. The Bidder is duly organized either under the laws of the State of Israel or another state as set forth in the RFP.
 - 2.2. The Bidder and/or its sub-contractors, any Related Entity and directors and managers thereof are not residents or nationals of a hostile state which does not have diplomatic relations with the State of Israel
 - 2.3. The World Bank under its fraud and corruption policy has not blacklisted either the Bidder or its sub-contractors.
 - 2.4. Neither the Bidder nor its sub-contractors or any directors or managers thereof, who may be involved in the submission of the Bid and/or the Tender Process and/or the provision of the Services as part of the proposed personnel and/or in any other form and/or manner have been convicted of an Offense the limitation period of which has not yet elapsed, and no criminal proceedings with respect to an Offense are being conducted against either of them at the date of submission of the Bid.
 - 2.5. The Bidder has submitted one Bid, and is not, directly or indirectly (as such term is defined in Section 5.2 of the RFP) otherwise participating in the Tender Process.
 - 2.6. The Bidder's latest audited financial statements do not include a going concern notice, and is not in administration, liquidation, receivership, bankruptcy or winding up process or the like and there are no pending applications or petitions with regard thereto and it is not insolvent.
 - 2.7. The Bidder has all the required approvals and affidavits under the Public Entities Transactions Law, 1976, valid as of the Submission Date [*applies only to legal entities incorporated in Israel or registered Foreign Company as the term is defined in the Companies Law, 5759-1999*].
 - 2.8. The Bidder is fully in compliance with all the requirements set forth below:
 - 2.8.1. The Bidder has at least three (3) years of experience as a Software House in developing the software used to create the Technical Bid (the "**Bid**

Bidder's Client Base During the Last Two (2) Years³

Client Name	Number of Licenses	Typical Use	Client Reference and Contact Details

2.8.5. The Bidder has read and fully understands each and every mandatory requirement listed in Annex E attached to the RFP (the “**Mandatory Requirements**”), and the Bid Software (even if in previous versions/releases from that included in the Bid) fully complies with each and every Mandatory Requirement.

Mandatory Requirement	Authorized Representative Signature Confirming Compliance
<u>1. General – Software Requirements, Import/Export, Layer Configuration, Printing</u>	
1.1. The Bid Software supports and produce Local Controller Logic Signal Timing Designs. (A software package that is intended for the design of Signal Timing Designs that rely on the logic of a central traffic management system shall not be acceptable.)	
1.2. The Bid Software produced traffic signal design that does not target only specific controllers or specific traffic signals framework.	
1.3. The Bid Software has been developed from native code (C++,C#, Java etc.) and has not been developed and run	

³ Bidder will attach recommendations if possible.

using macro code in an applications generator such as Ms-Access, Ms-Excel, Visio etc.	
1.4. No Third Party licenses are needed to be purchased separately in order to use the Bid Software.	
1.5. The Bid Software runs on all supported Windows OS, including the latest version.	
1.6. The intersection design shall be saved in one file/directory that includes all the design data.	
1.7. The Bid Software interface is functional for the user in either English or Hebrew	
1.8. The Bid Software includes a user manual and a help feature.	
1.9. The Bid Software enables the signal code generator to be used for signal control programming.	
1.10. The printout booklet is in English or Hebrew.	
2. <u>Design Capabilities</u>	
2.1. <u>Basic</u> . The Bid Software:	
2.1.1. Enables setting a minimum green time for a Signal Group (vehicles w/o flashing green, pedestrians) and warn about and / or prevent green time in case of deviations (for example during interstages, skeletons or Scenarios).	
2.1.2. Enables defining general description parameters for each intersection such as intersection ID, name, street, city, version, designer details, customer details, authority details, status and project.	
2.1.3. Enables defining Signal Groups of all kinds – vehicles, PT vehicles, pedestrian, bicycles, flashing amber, transit vehicle preemption signal including characteristics of each type.	

2.1.4. Enables defining Stages.	
2.1.5. Enables defining Stage Sequence and Stage Transition.	
2.1.6. Enables defining Pulses.	
2.1.7. Enables defining vehicle detectors, pedestrian push buttons, and PT detectors, including characteristics and parameters.	
2.2. <u>Inter-Green Times Matrix Data-Feeding and Calculations.</u> The Bid Software:	
2.2.1. Enables defining and calculating conflict matrices between movements and manual inputs of all conflicting movement data needed for inter green time matrix calculation.	
2.2.2. Enables defining characteristics for inter-green calculation, such as vehicle speed, acceleration, deceleration, pedestrian speed, vehicle length etc., for each movement.	
2.3. <u>Defining and Designing Stage Transition.</u> The Bid Software:	
2.3.1. Enables automatic calculation of Stage Transition.	
2.3.2. Enables auto calculation of minimum Signal Group timing designs (skeletons), according to the Stage Transition and Stage Sequence chart, and displays the relevant Signal Group Timing Charts.	
2.3.3. Enables defining multiple Programs, each with different parameters (e.g. cycle time, green times, offset...).	
2.4. <u>Design Methods.</u> The Bid Software enables Stage-based methods.	
2.5. <u>Timing Design Logic.</u> The Bid Software:	

2.5.1. Enables defining logic code for signal design, including all the necessary parameters and variables.	
2.5.2. Enables defining new functions that can be used for Timing Design Logic.	
3. <u>Quality Testing</u>	
3.1. <u>Defining and Runnings.</u> The Bid Software:	
3.1.1. Enables defining and/or generating a large number of Scenarios (more than 1000) for a design.	
3.1.2. Enables analyzing LRT delays based on the generated Scenarios.	

3. I represent and warrant that the information included in the table above/attached to this **Annex F-3** is true and accurate. I understand that the information contained in the table will be used to inspect whether the Bidder complies with the Pre-Qualification Requirements as set forth in the RFP and in order to score the Bid of the Bidder.
4. Furthermore, I represent and warrant that:
- 4.1. Each traffic signal plan designed in previous versions of the Bid Software shall always be recognized by, and function in, the most current Bid Software version.
 - 4.2. All Bid Software version changes shall always be clearly documented.
 - 4.3. All Bid Software versions shall always have backward compatibility management (breaking backward compatibility of the Israeli version shall be approved by JTMT).
 - 4.4. The Bidder will exert best efforts to ensure that the Bid Software will always enable upload of the signal design to any signal controller that JTMT will define.
 - 4.5. The Bidder will exert best efforts to ensure that that the Bid Software will always enable signal design export to traffic control centers (in the interface format that will be provided by JTMT)

This declaration is delivered and takes effect on the date first written above.

Name of Authorized Representative _____ :

Title _____ :

Signature _____ :

Authorization by Attorney:

I the undersigned, being legal counsel of _____ (insert company name), hereby confirm and attach my signature below as testimony thereof that _____ (insert name and position of Authorized Representative as indicated above) appeared before me on this ___day of the month of _____, _____, and signed this declaration in my presence after confirming, under penalty of law and after being dully warned of the consequences of rendering a fallacious declaration, that the contents of his/her declaration as detailed therein are true and correct.

Name of Legal Counsel _____ :

Signature _____ :

Date: _____

Annex F-4

Declaration Regarding Contacts and Absence of Conflicts of Interest

Name of Bidder: _____

Date: _____

I the undersigned, being the Authorized Representative of _____ (insert Bidder's name) (the "**Bidder**") in accordance with the Power of Attorney attached to the Bidder's proposal, hereby declare on behalf of the Bidder as follows:

1. This declaration regarding contacts and absence of conflicts of interest is being submitted as part of the materials comprising the Bid of the Bidder for the tender for the Design, Implementation, and Maintenance of Traffic Signal Designing Software published by JTMT, as further detailed in the ITB and its annexes (the "**Tender**").
2. I represent and warrant that I have read and understand this Declaration Regarding Contacts and Absence of Conflicts of Interest.
3. I undertake to maintain consistent knowledge (checking at least once a calendar quarter) of the list of companies listed on the JTMT website at <http://jet.gov.il/Items/02820/interests.pdf> (the "**Companies**"), and to report to JTMT immediately regarding anything that may result in a direct or indirect connection of any kind between the Bidder, any of its Member(s), or any Related Entity. Such reporting shall take place at any time, including following the commencement of the Services under the Tender and/or Contract, and immediately upon the Bidder becoming aware of such situation.
4. As of the date of the submission of the Bid by the Bidder [*Please choose the correct alternative.*]

The Bidder, its employees and consultants, its Member(s), or one of its Related Entities have a direct or indirect connection with one or more of the Companies. **Attached to this declaration is a document that details said direct or indirect connections between or among the Bidder and the Companies.**

None of the Bidder, its employees and consultants, its Member(s), or one of its Related Entities have a direct or indirect connection with any of the Companies.

This declaration is delivered and takes effect on the date first written above.

Name of Authorized Representative: _____

Title: _____

Signature: _____

Authorization by Attorney:

I the undersigned, being legal counsel of _____ (insert company name), hereby confirm and attach my signature below as testimony thereof that

_____ (insert name\ s and position\ s of Authorized Representative as indicated above) appeared before me on this ___ day of the month of _____, _____, and signed this declaration in my presence after confirming, under penalty of law and after being dully warned of the consequences of rendering a fallacious declaration, that the contents of his/her declaration as detailed therein are true and correct.

_____ Adv.

[*Insert name*]

Signature: _____

Date: _____

Annex F-5 (i)

Declaration Regarding Absence of Litigation

Name of the Bidder: _____

Date: _____

This declaration regarding absence of litigation is being submitted as part of the materials comprising the proposal of the Bidder for the tender for the Design, Implementation, and Maintenance of Traffic Signal Designing Software, as further detailed in the ITB and its annexes (the "**Tender**").

I the undersigned, being the Authorized Representative of _____ (insert name of Bidder) (the "**Bidder**"), in accordance with the Power of Attorney attached to the Bidder's proposal, hereby declare under penalty of perjury, on behalf of the Bidder the following litigation history:

On the attached page is the litigation history arising out of the performance of services similar to the Services detailed under this Tender Process for the 10 (ten) year period up to the submission of the Bid in which:

1. The Bidder, including any person who is in a management position with the Bidder or a Member, **or**

2. A person designated to perform the Services detailed in the Tender, including any such person when they were manager, owner, or responsible managing employee of a consulting contractor other than the Bidder;

was a named plaintiff or defendant in a lawsuit brought by or against the Bidder and/or its Members and/or its sub-consultants:
 - a. The name and court case identification number of each case
 - b. The jurisdiction in which it was filed
 - c. The outcome of the litigation (whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed).

This declaration is delivered and takes effect on the date first written above.

Name of Authorized Representative: _____

Title: _____

Signature: _____

Authorization by Attorney:

I the undersigned, being legal counsel of _____ (insert company name), hereby confirm and attach my signature below as testimony thereof that _____(insert name\s and position\s of Authorized Representative\s as indicated above) appeared before me on this ___day of the month of _____, _____, and signed this declaration in my presence after confirming, under penalty of law and after being dully warned of the consequences of rendering a

fallacious declaration, that the contents of his/her declaration as detailed therein are true and correct.

Name of legal counsel: _____

Signature: _____

Date: _____

Annex F-5(ii)

Bidder Litigation History

[To be completed if applicable]

[NOTE: Where no prior and/or current and/or pending relevant litigation exists against the Bidder for the 10 (ten) year period up to the submission of the Bid, state this fact below.]

Annex F-6

Confidentiality Undertaking

Name of the Bidder: _____

Date: _____

This confidentiality undertaking (the “**Undertaking**”) is being submitted as part of the materials comprising the proposal of the Bidder for the tender for the Design, Implementation, and Maintenance of Traffic Signal Designing Software as further detailed in the ITB and its annexes (the “**Tender**”).

I the undersigned, being the Authorized Representative of _____ (insert Bidder's name) (the “**Bidder**”), hereby declare, warrant and undertake on behalf of the Bidder as follows:

The Bidder and its personnel and managers and shareholders and sub-consultants, representatives and privies shall safeguard keep confidential and not disclose or convey or inform or transfer or bring to the attention of any person or body, either during the term of the Tender Process and the Contract and following the expiration of the term of the Contract to be awarded to the preferred Bidder in accordance with the provisions of the Tender, any information or data or programmes or software of any kind received or made known to it in whatever way in the course of the Tender Process or, in the event the Bidder is awarded the Contract, during the term of such Contract, and shall also see to it that its employees and consultants also observe such confidentiality both during the Tender Process or the term of the Contract, as well as following the expiration thereof.

The Bidder undertakes to keep confidential all information, whether written or oral, concerning the Services that it receives or obtains from JTMT pursuant to the RFP, or in discussions related thereto.

The Bidder shall not disclose or publish any information with regard to its work related to the Services, including, without limitation, information regarding the results of its work, or any details of such work without the prior written consent of JTMT.

The Bidder or its personnel or managers or shareholders or sub-consultants, representatives and privies undertakes not to use, without written approval by the executive director of the JTMT from time to time, whether directly or indirectly, outside its work for JTMT, any professional or commercial information or intellectual property which serves or will serve it in the Tender Process or the performance of the Services. Any such use may be permitted only with the authorization of the JTMT executive director.

Notwithstanding the above, it is explicitly set forth that the disclosure of such information as directed by any Laws and Regulations shall not be considered a breach of this Undertaking provided, however, that JTMT receives sufficient prior forewarning of such disclosure.

In the event of the Bidder being barred from continuing in the Tender Process for any reason, and/or termination or expiration of the Contract executed following the Tender Process, unless otherwise specifically directed by JTMT, the Bidder hereby undertakes to deliver to JTMT, not later than upon the date such termination or expiration comes into effect, the RFP and the accompanying documents attached thereto and any other

document and/or material received during the Tender Process and/or the term of the Contract and/or in connection thereto, together with a detailed inventory thereof.

The Bidder undertakes to ensure that all its personnel and/or managers and/or shareholders and/or sub- consultants and advisers and privies abide by the terms of this Undertaking.

The Bidder hereby agrees to indemnify JTMT for all damages incurred by it as a result of a breach by the Bidder or any of its employees and consultants the declarations, warranties and undertakings contained herein.

The Bidder acknowledges that a breach or threatened breach of its obligations under this Undertaking would or may result in irreparable harm to the JTMT, the causes it seeks to advance, and the goals it seeks to reach, that cannot be adequately relieved by money damages alone. Therefore, the Bidder acknowledges that JTMT may request any applicable equitable remedies from any court of applicable jurisdiction, including injunctive relief, without the need for that JTMT to post any security.

This declaration is delivered and takes effect on the date first written above.

Name of Authorized Representative: _____

Signature: _____

Authorization by Attorney:

I the undersigned, being legal counsel of _____ (insert company name), hereby confirm and attach my signature below as testimony thereof that _____(insert name and position of Authorized Representative as indicated above) appeared before me on this ___day of the month of _____, _____, and signed this declaration in my presence after confirming, under penalty of law and after being dully warned of the consequences of rendering a fallacious declaration, that the contents of his/her declaration as detailed therein are true and correct.

[Insert name]

Signature:_____

Date: _____