Contract # _____

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:
Department Name: __Department of Technology Services (DTS)__ Agency Code: __110__, and the __Department of Transportation__ , referred to as (STATE), and the following CONTRACTOR:

			LEGAL STATUS OF CONTRACTOR
Digiwest LLC			☐ Sole Proprietor
Name			☐ Non-Profit Corporation
610 SW Alder St STE 700			☒ For-Profit Corporation
Address			☐ Partnership
Portland	OR	97205	☐ Government Agency
City	State	Zip	

Contact Person Paul White Phone #503-516-5270 Email paul@digiwest.com
Vendor #VC0000147716 Commodity Code #55080, 55081, 55082, 55090

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide hardware units and hosted backend processing to calculate travel times for traffic management. For additional information, see *Attachment B: Scope of Work, Contract Pricing, and Contract Payments* .

3. PROCUREMENT: This contract is entered into as a result of the procurement process on RQM #, __N/A__ , FY 14
Bid: __DOT14-409PT__ or a __pre-approved__ sole source authorization (from the Division of Purchasing) #SS__N/A__ in accordance with Utah Code Title 72.

4. CONTRACT PERIOD: Effective Date__07/15/2014__ Termination Date__07/14/2017__ unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any) __two 1-year options__. All payments under this contract will be completed within 90 days after the Termination Date.

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of $ **Requirements** for costs authorized by this contract. Additional information regarding costs: *see Attachment B: Scope of Work, Contract Pricing, and Contract Payments* .

6. *ATTACHMENT A: State of Utah Standard IT Terms and Conditions*
ATTACHMENT B: Scope of Work, Contract Pricing, and Contract Payments
ATTACHMENT C: Special Terms and Conditions
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A, C then B

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid # __DOT14-409PT__ dated __5/8/2014__ .

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR		STATE	
signature	9/17/14	*signature*	23 September 2014
Contractor's signature	Date	UDOT Procurement Services	Date
Paul R. White Director		Jason Davis, Director of Operations	9/53/14 Date
Type or Print Name and Title			
		Executive Director, DTS / CIO	10-2-14 Date
		UDOT Title 72	
		Director, Division of Purchasing	OCT 0 2 2014 Date
		Director, Division of Finance	Date

ATTACHMENT A
STATE OF UTAH STANDARD INFORMATION TECHNOLOGY TERMS AND CONDITIONS
(FOR DTS RELATED CONTRACTS ONLY)

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63G-6a, Utah Code, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.

2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.

4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to other types of procurement processes, including but not limited to Invitation for Bids or to Multiple Stage Bids.

   1. Status Verification System
   (1) Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA Section 63G-12-302.
   (2) The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including UCA Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
   (3) The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
   (4) Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-12-302.

   2. Indemnity Clause for Status Verification System
   (1) Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
   (2) Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code, as amended.

7. **CONFLICT OF INTEREST WITH STATE EMPLOYEES:** In addition to the provisions of State of Utah Terms and Conditions # 6, Conflict of Interest, the Contractor certifies that no person in the State's employment, directly or through subcontract, will receive any private financial interest, direct or indirect, in the contract. The Contractor will not hire or subcontract with any person having such conflicting interest.

8. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.

9. **CONTRACTOR ACCESS TO SECURE STATE FACILITIES, DATA, AND TECHNOLOGY / CRIMINAL CONVICTION INFORMATION / FORMER FELONS:** Any agents or employees, and the agents and employees of a subcontractor (if any) are required to complete federal criminal background check, in accordance with DTS Policy 2000-0014 Background Investigations, if they will A) enter upon secure premises controlled, held, leased, or occupied by the State, B) have access to, maintain, or develop any hardware, software,

firmware, or any other technology, that is used by the State, or C) have access to or receive any State data, during the course of performing this contract. A federal criminal background check may be completed by the Contractor (at its own expense) and the results provided to the State, or the Contractor may provide the State with sufficient personal information (at its own expense) so that one may be completed by the State, at State expense. Contractor will provide results of said background checks before work is started by the agent or employee and said background check must have been completed within the two years prior to the contract effective date. The Contractor will notify the State of any negative results (such as conviction of a felony) found during the agent or employee's background check. The State reserves the right to conduct additional background checks on agents or employees whose provided background checks were deemed out of compliance with State standards. If an additional background check is needed, the Contractor will provide the State with sufficient personal information (at its own expense) for a federal criminal background check to be completed, at State expense, on such personnel by the State. "Sufficient personal information" about its agents or employees, and the agents and employees of its subcontractors (if any) means for the Contractor to provide to the State Project Manager, in advance of any work, a list of the full names of the designated employees, including their social security number, driver license number and the state of issuance, and their birth date. Thereafter, one week prior to starting work, each contractor employee shall be fingerprinted by the State, and the State is authorized to conduct a federal criminal background check based upon those fingerprints and personal information provided. The State will use this same information to complete a Name Check in the Utah Criminal Justice Information System (UCJIS) every two years and reserves the right to revoke any access or security rights granted in the event of any negative results. Contractor, in executing any duty or exercising any right under this contract, shall not cause or permit any of its agents or employees, and the agents and employees of its subcontractors (if any) who have been convicted of a felony and misdemeanors other than minor misdemeanors to A) enter upon secure premises controlled, held, leased, or occupied by the State, B) have access to, maintain, or develop any hardware, software, firmware, or any other technology, that is used by the State, or C) have access to or receive any State data. A felony and misdemeanor are defined by the jurisdiction of the State of Utah, regardless of where the conviction occurred. Upon request, DTS agrees to provide Contractor with a copy of the latest version of the DTS Policy 2000-0014 Background Investigations.

10. **DRUG-FREE WORKPLACE:** The Contractor agrees to abide by the Department of Technology Services (DTS) drug-free workplace policies while on State of Utah premises. DTS will provide the Contractor with a copy of these written "drug-free workplace policies" upon request.

11. **CODE OF CONDUCT:** When Contractor employees are working on-site, the Contractor agrees to follow and enforce DTS Policy 2000-001 Code of Conduct. If Contractor is working at facilities controlled by other State agencies, Contractor agrees to follow and enforce the Code of Conduct Policy of these other State agencies when Contractor is providing services at these facilities under provisions of this contract. The Contractor will assure that each employee or volunteer under Contractor's supervision receives a copy of such Code of Conduct, and a signed statement to this effect must be in each Contractor or Subcontractor employee's/volunteer's file and is subject to inspection and review by the State's monitors. Upon request, DTS agrees to provide Contractor with a copy of any applicable codes of conduct. If a Contractor or Subcontractor is working at any State agency which has a Code of Conduct applicable to this Contract, the DTS Project Manager will provide the Contractor with a copy in advance of the Contractor's on-site contract services performance.

12. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.

13. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place.

14. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

15. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.

16. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

17. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

In the event of such termination, and professional services apply to the contract; the Contractor shall be compensated for services properly performed under this Contract up to the effective date of the notice of termination. The Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State is limited to full payment for all work properly

performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of the Contractor having to terminate contracts necessarily and appropriately entered into by the Contractor pursuant to this Contract. Contractor further acknowledges that in the event of such termination, all work product, which includes but is not limited to all manuals, forms, contracts, schedules, reports, and any and all documents produced by Contractor under this Contract up to the date of termination are the property of the State and shall be promptly delivered to the State.

18. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State to suspend the work, but not terminate the contract, this will be done by formal notice. The work may be reinstated upon advance formal notice from the State.

19. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:**

19.1 Upon thirty (30) days written notice delivered to the Contractor, this contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of the contract.

19.2 Upon thirty (30) days written notice delivered to the Contractor, this contract may be terminated in whole or in part, or have the services and purchase obligations of the State proportionately reduced, at the sole discretion of the State, if the State reasonably determines that a change in available funds affects the State's ability to pay under the contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

19.3 If a notice is delivered under paragraph 1 or 2 of this Section 19 "NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW," the State will reimburse the Contractor for products properly delivered or services properly performed up until the effective date of said notice. The State will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said notice.

19.4 Notwithstanding any other paragraph or provision of this Section 19 "NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW," if the State in said notice to the Contractor indicates that the Contractor is to immediately cease from placing any orders or commitments with suppliers, subcontractor or other third parties, the Contractor shall immediately cease such orders or commitments upon receipt of said notice and the State shall not be liable for any such orders or commitments made after the receipt of said notice.

20. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is 11736850-010-STC, located at http://purchasing.utah.gov/contract/documents/salestaxexemptionformsigned.pdf. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.

21. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the solicitation response said it would do, (2) the product will live up to all specific claims that the manufacturer made in their solicitation response, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

22. **SECURE PROTECTION AND HANDLING OF DATA:**

1. **Network Security:** Contractor agrees at all times to maintain network security that - at a minimum - includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Likewise Contractor agrees to maintain network security that conforms to one of the following:

    a. Those standards the State of Utah applies to its own network, found outlined in *DTS Policy 5000-0002 Enterprise Information Security Policy* (copy available upon request)

    b. Current standards set forth and maintained by the National Institute of Standards and Technology, includes those at: http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf; or

    c. Any generally recognized comparable standard that Contractor then applies to its own network and approved by DTS in writing.

2. **Data security:** Contractor agrees to protect and maintain the security of the State of Utah data with protection that is at least as good as or better than that maintained by the State of Utah. These security measures included but are not limited to maintaining secure environments that are patched and up to date with all appropriate security updates as designated, (ex. Microsoft Notification).

3. **Data Transmission**: Contractor agrees that any and all transmission or exchange of system application data with the State of Utah and/or any other parties expressly designated by the State of Utah, shall take place via secure means, (ex. HTTPS or FTPS).

4. **Data Storage**: Contractor agrees that no State of Utah data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless such medium is part of the Contractor's designated backup and recovery process.

5. **Data Encryption**: Contractor agrees to store all State of Utah backup data as part of its designated backup and recovery process in encrypted form, using no less than 128 bit key.

6. **Password Protection**. Contractor agrees that any portable or laptop computer that has access to a State of Utah network, or stores any non-public State of Utah data is equipped with strong and secure password protection.

7. **Data Re-Use**: Contractor agrees that any and all data exchanged shall be used expressly and solely for the purpose enumerated in this Contract. Contractor further agrees that no State of Utah data of any kind shall be transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by DTS.

8. **Data Destruction**: The Contractor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all State of Utah data from all non-state computer systems and backups, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of DTS, whichever shall come first.

23. **NOTIFICATION AND DATA BREACHES:** Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other events requiring notification in accordance with *DTS Policy 5000-0002 Enterprise Information Security Policy* (copy available upon request). In the event of a data breach of any Contractor's security obligations or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al), Contractor agrees at its own expense to assume responsibility for informing all such individuals in accordance with applicable laws and to indemnify, hold harmless and defend the State of Utah against any claims, damages, or other harm related to such Notification Event.

24. **CHANGE MANAGEMENT:** Contractor agrees to comply with DTS Change Management Policy 4000-0004. This DTS policy requires that any work performed by the Contractor that has the potential to cause any form of outage, or modify the State's infrastructure architecture must first be reviewed by the DTS Change Management Committee, and coordinated accordingly. The DTS Project Manager will inform the Contractor if this change control requirement is applicable. Following this notification, any failure by the Contractor that causes outages or data security breaches caused by the Contractor as a direct result of failure to comply, will result in the Contractor's liability for the damages.

Upon request, DTS agrees to provide Contractor with a copy of the latest version of DTS Change Management Policy 4000-0004.

25. **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor also agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

26. **CREDITING DEPARTMENT IN ADVERTISING / PUBLICITY:** Any publicity given to the project or services provided herein shall identify the State of Utah's managing agency as the sponsoring agency and shall not be released without prior written approval by that State agency's Project Manager.

27. **STATE AGENCY WEB SITE BRANDING:** The Contractor agrees to use the DTS logo, or a newer version if replaced in the future, on websites produced under terms of this contract. Contractor further agrees to allow a State agency to also utilize their own web site branding and logo, if requested by that State agency.

28. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.

29. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.

30. **PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. Contractor shall list Payment Discount Terms on invoices. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

31. **PAYMENT:**

1. Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed

similarly as the requirements of Utah Code Section 15-6-3. The IRS interest rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue.

2. The contract total may be changed only by written amendment executed by authorized personnel of the parties. Unless otherwise stated in the Contract, all payments to the Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's purchasing card (major credit card). The State of Utah will not allow the Contractor to charge end users electronic payment fees of any kind.

3. The acceptance by the Contractor of final payment without a written protest filed with the State within ten (10) working days of receipt of final payment shall release the State from all claims and all liability to the Contractor for fees and costs of the performance of the services pursuant to this Contract.

4. Notice: Wherever under this contract one party is required to give formal notice to the other, such notice shall be deemed given upon receipt of electronic mail and e-mail attachments. Formal Notices to the Contractor and to DTS shall be addressed as follows:

Contractor:
E-mail sent to Contact person at Contractor's named e-mail address as indicated on signed State of Utah Contract (Cover) Page of this Contract.

State of Utah - DTS:
E-mail sent to dtsreceiving@utah.gov

5. Overpayment: The Contractor agrees that if during or subsequent to the contract performance, a CPA audit, or a State agency audit determines that payments were incorrectly reported or paid the Department may adjust the payments. The Contractor shall, upon written request, immediately refund to DTS any such overpayments. The Contractor further agrees that the Department shall have the right to withhold any or all-subsequent payments under this or other contracts that the Contractor may have with the State until recoupment of overpayment is made.

6. Payment withholding: the Contractor agrees that the adequate reporting, record keeping, and compliance requirements specified in this contract are a material element of performance and that if the Contractor's record keeping practices, compliance, and/or reporting to DTS are not conducted in a timely and satisfactory manner, DTS may withhold part or all payments under this or any other contract until such deficiencies have been remedied. This includes, but is not limited to, Contractors failure to provide timely invoicing, and/or other requirements described elsewhere within this contract. In the event of the payment(s) being withheld, DTS agrees to provide ten (10) day advance Notice to the Contractor of the deficiencies that must be corrected in order to bring about the release of withheld payment. Contractor shall have ten (10) days thereafter to correct the cited reporting or record keeping practice deficiencies or the contract may be terminated.

32. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

33. **COPYRIGHT:** The contractor agrees that any and all Deliverables prepared for the State of Utah as required by this contract, to the extent to which it is eligible under copyright law in any country, shall be deemed a work made for hire, such that all rights, title and interest in the work and Deliverables shall be exclusively owned by the State of Utah. State of Utah reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal or State Government purposes, such software, modifications and documentation. To the extent any Deliverable is deemed not to be, for any reason whatsoever, work made for hire, Contractor agrees to assign and hereby assigns all right title and interest, including but not limited to copyright patent, trademark and trade secret, to such Deliverables, and all extensions and renewals thereof, to the State of Utah. Contractor further agrees to provide all assistance reasonably requested by the State of Utah in the establishment, preservation, and enforcement of its rights in such Deliverables, without any additional compensation to Contractor. Contractor agrees to and hereby, to the extent permissible, waives all legal and equitable rights relating to the Deliverables, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

34. **OWNERSHIP, PROTECTION AND USE OF RECORDS:** Except for confidential medical records held by direct care providers, the State shall own exclusive title to all information gathered, reports developed, and conclusions reached in performance of this Contract. The Contractor may not use, except in meeting its obligations under this contract, information gathered, reports developed, or conclusions reached in performance of this Contract without the express written consent of the State. The improper use or disclosure of any information concerning a State of Utah client, or a State of Utah employee for any purpose not directly connected with the administration of the State, or the Contractor's responsibilities with respect to services purchased under this agreement, is prohibited except on written consent of the state agency employee, state agency client, their attorney, or their responsible parent or guardian. The Contractor will be required to sign a Confidential Information Certification form in situations where they will be given access to confidential computerized records. The Contractor agrees to maintain the confidentiality of records it holds as agent for the State as required by Government Records Access and Management Act ("GRAMA"), or other applicable federal or state law. The State of Utah shall own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by the Contractor under the Contract. The Contractor, and any subcontractors under its control, expressly agrees not to use confidential client, or confidential federal, state, or local government data, without prior written permission from the State of Utah Project Manager and appropriate officials of the State Agency.

35. **OWNERSHIP, PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, STATE, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES:** The improper use or disclosure by any party of protected internal Federal or State business processes, polices, procedures, or practices is prohibited. Confidential federal or state business processes, policies, procedures, or practices shall not be divulged by the Contractor, Contractor's employees, or their Subcontractors, unless prior written consent has been obtained in advance from the State of Utah Project Manager.

36. **OWNERSHIP, PROTECTION, AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR COMPLETION:** All documents and data pertaining to work required by this contract will be the property of the State and must be delivered to the State within 30 working days after termination or completion of the contract, regardless of the reason for contract termination, and without restriction or limitation to their future use. Any State data that may be returned under provisions of this clause must either be in the format as originally provided, or in a format that is readily usable by the State or that can be formatted in a way that it can be used. Costs for all of these described items will be considered as included in the basic contract compensation of the work described used by the State.

37. **CONFIDENTIALITY:** Contractor, and anyone for whom the Contractor may be liable, must maintain the confidentiality of any non-public personal information. Personal information includes, but is not limited to, names, social security numbers, birth dates, address, credit card numbers and financial account numbers. The State reserves the right to identify additional reasonable types or categories of information that must be kept confidential by the Contractor and anyone for whom the Contractor may be liable. This duty of confidentiality shall be ongoing and survive the term of this contract.

38. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.

39. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.

40. **TERMINATION UPON DEFAULT:** In the event this contract is terminated as a result of a default by the Contractor, the Department may procure or otherwise obtain, upon such terms and conditions as the Department deems appropriate, services similar to those terminated, and Contractor shall be liable to the Department for any and all damages arising there from, including, but not limited to, attorneys' fees and excess costs incurred by the Department in obtaining similar services.

41. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

42. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6a-2304.5, Utah Code, as amended).

43. **WORKERS' COMPENSATION:** The Contractor shall furnish proof to the State, upon request and maintain during the life of this contract, workers' compensation insurance for all its employees as well as any subcontractor employees related to this contract.

44. **LIABILITY INSURANCE:** The Contractor agrees to provide and to maintain during the performance of the contract, at its sole expense, a policy of liability insurance. The limits of the policy shall be no less than $1,000,000.00 for each occurrence and $3,000,000.00 aggregate.

It shall be the responsibility of the Contractor to require any of their Subcontractor(s) to secure the same insurance coverage as prescribed herein for the Contractor.

45. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Attachment A: State of Utah Standard IT Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. State Additional Terms and Conditions; 4. Contractor Terms and Conditions.

46. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

47. **SURVIVORSHIP:** This paragraph defines the specific contractual provisions that will remain in effect after the completion of or termination of this contract, for whatever reason: (a) State of Utah Standard IT Terms and Conditions # 2, Contract Jurisdiction, Choice of Law, and Venue; (b) State of Utah Standard IT Terms and Conditions # 22, Secure Protection and Handling of Data; (c) State of Utah Standard IT Terms and Conditions # 23, Notification and Data Breaches; (d) State of Utah Standard IT Terms and Conditions # 33, Copyright; (e) State of Utah Standard IT Terms and Conditions # 34, Ownership, Protection, and Use of Records, including Residuals of such records; and (f) State of Utah Standard IT Terms and Conditions # 35, Ownership, Protection, and Use of Confidential Federal, State, or Local Government Internal Business Processes, including Residuals of such confidential business processes; (g) State of Utah Standard IT Terms and Conditions # 36, Ownership,

Protection, and Return of Documents and Data Upon Contract Termination or Completion; (h) State of Utah Standard IT Terms and Conditions # 37, Confidentiality; (i) State of Utah Standard IT Terms and Conditions # 45, Conflict of Terms.

48. **WAIVER:** The waiver by either party of any provision, term, covenant or condition of this Contract shall not be deemed to be a waiver of any other provision, term, covenant or condition of this Contract nor any subsequent breach of the same or any other provision, term, covenant or condition of this Contract.

If professional services are applicable to this solicitation/contract, the following terms and conditions apply:

49. **TIME:** The Contractor shall complete the scope of services work in a manner to achieve any milestones identified in the procurement documents related to this Contract and the attachments to this Contract. The full scope of services work shall be completed by any applicable deadline stated in the solicitation.

50. **TIME IS OF THE ESSENCE:** For all work and services under this Contract, time is of the essence and Contractor shall be liable for all damages to the State of Utah and anyone for whom the State of Utah may be liable, as a result of the failure to timely complete the scope of work required under this Contract.

51. **CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by duly authorized representatives of both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.

52. **PERFORMANCE EVALUATION:** The State of Utah may conduct a performance evaluation of the Contractor's services, including specific personnel of the Contractor. References in the Contract to Contractor shall include Contractor, Contractor's subcontractors, or subconsultants at any tier, if any. Results of any evaluation will be made available to the Contractor.

53. **WAIVERS:** No waiver by the State or Contractor of any default shall constitute a waiver of the same default at a later time or of a different default.

54. **INSURANCE:**

1. To protect against liability, loss and/or expense in connection with the performance of services described under this Contract, the Contractor shall obtain and maintain in force during the entire period of this Contract without interruption, at its own expense, insurance as listed below from insurance companies authorized to do business in the State of Utah. If the solicitation document has qualification requirements for the financial stability of the insurance company, these requirements must be met.

2. The following are minimum coverages that may be supplemented by additional requirements contained in the solicitation for this Contract or provided in an Attachment to this Contract; if no insurance limits are identified in the solicitation, insurance minimums will default to Section 44. Liability Insurance Requirements:
(1) Worker's Compensation Insurance and Employers' Liability Insurance. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction.
(2) Professional liability insurance in the amount as described in the solicitation for this Contract, if applicable.
(3) Any other insurance described in the solicitation for this Contract, if applicable.

3. Any type of insurance or any increase of limits of liability not described in this Contract which the Contractor requires for its own protection or on account of any statute, rule, or regulation shall be its own responsibility, and shall be provided at Contractor's own expense.

4. The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order.

55. **STANDARD OF CARE:** The services of Contractor and its subcontractors and subconsultants at any tier, if any, shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude and complexity of the services that are the subject of this Contract. The Contractor shall be liable to the State of Utah for claims, liabilities, additional burdens, penalties, damages or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors or omissions that do not meet this standard of care.

56. **STATE REVIEWS, LIMITATIONS:** The right of the State to perform plan checks, plan reviews, other reviews and/or comment upon the services of the Contractor, as well as any approval by the State, shall not be construed as relieving the Contractor from its professional and legal responsibility for services required under this Contract. No review by the State or any entity/user, approval or acceptance, or payment for any of the services required under this Contract shall be construed to operate as a waiver by the State of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the wrongful acts, errors and/or omissions of the Contractor or its subcontractors or subconsultants at any tier, if any.

(Revision Date: 25 Mar 2014)

ATTACHMENT B:
Scope of Work, Contract Pricing, and Contract Payments

I. Scope of Work

SECTION 1 – POTENTIAL DEPLOYMENT AND FIELD CONDITIONS

The value and desire to obtain travel times on road segments is not limited to any specific location or condition, so it is conceivable and desired that these MAC reader devices will operate in both urban and rural areas under a variety of challenging conditions. Site conditions will range from areas having low volumes of Wi-Fi or Bluetooth enabled devices to measure; to segments of closely spaced intersections where interference from other radio sources may exist. Hence the ability of these units to adapt and support a wide and varying range of conditions, as well as an ability to remotely monitor and detect failures of devices that are located in distant rural areas will be important.

Specifically, UDOT will likely deploy and monitor the travel time measurements from these MAC readers at locations possessing the following features:

Road Type	Location	Anticipate Volume of Traffic and Enabled Wi-Fi / Bluetooth Devices	Field Infrastructure & Potential Constraints
Freeway / Highways	Urban	High	• AC power source • Fiber / Ethernet based communications
Freeway / Highways	Rural	Low	• Solar Power • Cellular Communications • Remote and difficult to maintain due to long distances from maintenance stations • Maintenance may need to be performed by personnel that are untrained in ITS type electronics
Arterials	Urban	High	• Mounted in Traffic Signal Cabinets with AC power and Ethernet Communications • ¼ to 1 mile spacing of intersections • High potential of 2.4 GHz interference from local businesses, wireless radios or other access points

Arterials	Rural	Low	• Mounted in Traffic Signal Cabinets or as stand-alone units mounted on existing poles • AC or Solar Power • Cellular Communications • Maintenance may need to be performed by personnel that are untrained in ITS type electronics
Construction Work Zones	All	Low to High	• Temporary mountings (poles, trailers) • AC or Solar Power • Highly variable congestion with short to long periods of delay • Susceptible to same conditions and constraints as noted above in urban / rural and on freeway / arterial type roads

SECTION 2 – FUNCTIONAL REQUIREMENTS

The functional requirements are divided into the following two sections (Wi-Fi and/or Bluetooth Sensor Hardware, and Backend Travel Time Processing System).

If there is a conflict between the stated requirements of the RFP and the product offered in the vendor's proposal, the vendor shall supply the product offered in their proposal.

2.1 – Wi-Fi and/or Bluetooth Sensor Hardware

General Overview:

MAC sensors shall be capable of monitoring and measuring vehicular and pedestrian movement by identifying and comparing unique MAC (Media Access Control) addresses associated with Wi-Fi and/or Bluetooth-enabled electronic devices. Proposed uses will be to collect and disseminate travel time to the public via traditional Advanced Traveler Information Systems (ATIS) such as signs, websites or phone apps. Potential uses may consist of estimating segment travel times, Origin-Destination splits, segment (freeway, highway, arterial or work zone) congestion, and delay times.

2.1.1 Minimum Technical Specification Requirements:

Temperature Range	-30° to 65° C
Relative Humidity Range	10% to 90% non-condensing
Dimensions (Max)	16 in x 13 in x 8 in
Power consumption (Max)	10 Watts
Power Options:	Hardwire: • AC (110-220 VAC) or • Power over Ethernet (PoE) Solar: • Complete system (panels, long-life or deep cycle battery, cables, mounting hardware and all appurtenant parts) sufficient to operate proposed MAC Reader for 7 days without sun • Capable of maintaining full charge based on 5 hours of sun / day
Connectivity (wired)	• 10/100BaseT • RS-232 Serial
Connectivity (cellular)	• Support GSM • Support CDMA 3G
Wi-Fi *and / or* Bluetooth	• 2.4Ghz Spectrum and/or • Class 1
Data Latency	< 45 seconds
Data Storage Capacity (Min)	2GB

2.1.2 Deployment Locations:

Readers shall be capable of working in rural areas where the volume of MAC enabled units from which to calculate accurate travel times is limited. The volume of successful MAC ID pairings and the accuracy of the processed data under low volume conditions will be evaluated.

2.1.3 Interference:

Readers shall be capable of working in a congested urban environment and at closely spaced intersections where the readers might be subjected to 2.4 GHz interference from another closely spaced reader and/or from local businesses, wireless radios or other access points within the area. This interference may result in a degradation of data, thereby reducing the number of successful pairings and statistical significance of the travel time, O-D and intersection delay calculations.

2.1.4 Lag, Latency and Accuracy

The inherent lag time for a reader to scan and process all device inquiries can both decrease accuracy and increase the chance that detection of a MAC ID might be missed. Due to the desire to install readers on signalized arterials with closely spaced intersections, this latency may impact the accuracy of delay and travel time calculations.

2.1.5 Installation Limitations, Maintenance and System Support:

UDOT's intent is to use these MAC readers to collect travel time data throughout the State. This however results in the need to use maintenance resources from all regions of the State to maintain or troubleshoot the field equipment.

Likewise, there may be deployments in challenging areas that may require special attention to ensure units are optimally installed.

2.1.6 Example Data Reports:

Provide reports from other system deployments to provide data for a 24 hour period. The intent of these reports is to illustrate the type and quality of data currently being collected from active field deployments under similar conditions to those anticipated in Utah. Data shall be generated from a live or recent deployment, and reports shall be provided for travel time systems that are/were deployed on the following road types:

1) Rural highway;
2) Signalized arterial; and
3) Freeway

Include with this data:

A. Measured traffic volumes;
B. # of MAC reads;
C. # of successful pairings;
D. Road location / name and agency contact information

2.2 – Backend Travel Time Processing System

The system provider shall be responsible for the hosting and processing of all MAC Reader data in a secure and redundant environment. This processing system, working in conjunction with all field deployments of the MAC Reader hardware and communications equipment / network, must be able to support the data collection and processing that is necessary to deliver accurate and real-time speed and travel time information for the road(s) where the sensors are deployed. The system shall be able to accommodate the addition of an unlimited number of sensors (constrained solely by the back end hardware) to form a network of manageable travel routes. Each route will display data for each sensor (i.e., local delay / congestion and O-D splits) and travel times for each segment in the network.

Mandatory and desired outputs of the analyzed and processed data follow:

2.2.1 Mandatory Requirements:

Processed data shall include:

- Segment travel times shall be provided between multiple reader pairs (i.e., a one-to-many relationship) to provide travel times for short individual segments, and for the entire network as a whole. Reader pairs to define the segment and network shall be user configurable.

- Segment travel time between any pair of readers shall be in seconds (or decimal units that can be converted to seconds).

- A time or timestamp with each sample.

- Delay time measurements at all reader locations.

- O-D splits shall be provided between multiple reader pairs (i.e., a one-to-many relationship) to provide O-D splits from one reader to a minimum of 3 downstream routes. O-D pairs to define the segments shall be user configurable.

- O-D splits shall be provided as a percentage.

- Collection period duration (i.e., the number of seconds samples were collected for each time stamped segment data sample).

- System health and status definition.

- Web based user configuration screens to allow end users to enter all required setup parameters (i.e. lane geometrics, distance).

- GPS location of deployed units.

2.2.2 Optional Requirements:

Identify all other processed and analyzed data feeds that will be included with their hosted data processing. Examples of data elements that are considered useful include:

- Travel Times for different percentiles (i.e., an array) to differentiate between defined patterns of vehicle classifications. For example, slow moving trucks vs cars.

- Levels of Service (LOS).

- Numbers of unique MAC ID's that are read in each data sample.

- Number of successful pairings per data sample.

- Number of all MAC ID's read in each data sample.

2.2.3 Processed Data Format and Access

Processed data shall be made available to UDOT for subsequent integration with their Advanced Traffic Management System (ATMS). UDOT shall be able to poll the hosted data for integration into the ATMS for purposes of enhancing their traveler information. All data (raw or processed) shall be the sole and exclusive property of UDOT without any limitations of use or additional cost, unless otherwise specified or agreed to by UDOT.

Flexibility will be allowed in how this data will be made available, however the following features are expected to be provided as a minimum baseline:

- Data Collection – Collect, process, and timestamp data at regular intervals (i.e., every N seconds, where N is programmable and N is an offset from 00:00 such as 00:00:00, 00:00:20, 00:00:40, 00:01:00, etc.).

- Real-time - Processed data should be available in real-time (i.e., as it is collected, such that the previously collected sample set becomes available before the current sample's collection period has expired).

- Access - The processed data should be available via a network accessible service such as an HTTP-based web service or raw TCP/IP socket.

- Availability - The service must be available over the Internet, 24 hours / day, 7 days a week.

- Data Types - The provided data as stated above (2.2.1 – required, and 2.2.2 optional) shall be include within the message set for each defined segment.

2.2.4 Provider Hosted Website

In addition to the data processing and analysis transmissions to UDOT, a secondary vendor maintained web-based application shall also be made available to UDOT and authorized personnel to provide remote access to the processed data for viewing and downloading of performance metrics, system health and vendor generated reports. The hosted website shall provide access to the processed data in graphical or tabular format from the vendor's website. As a minimum, this information shall consist of:

- Travel time data for all defined segments.

- Sensor and paired data for all defined segments.

- Statistical metrics of data reads / matches for all defined segments.

- Delay calculations at sensor locations.

- Origin-Destination splits.

- Mapping display to graphically show processed data in real-time.

2.2.5 Data Encryption

It is imperative that sensor reads of all MAC ID's not be associated with any specific user account or any specific vehicle, hence all MAC reads shall be encrypted at the server prior to processing, by use of a salted hash (or approved equivalent) cryptographic function to preserve anonymity of the source. To further preserve and protect the anonymity of sources, a new "Salt" shall be randomly generated every 24 hours at a configurable time of day.

MAC addresses that are read shall be modified into a new string of data as a repeatable, but non-reversible process. A salted hash function is intended to take the item to be hashed (the MAC address) and add "salt" (which is another string of text) to it. This same salt and hash function is then applied to all other MAC address reads throughout the day so that a comparison and match can be made.

The ability to safeguard a specific MAC address and/or to associate it to a particular user is accomplished by randomly changing the salt on a daily basis. This change shall occur at some configurable off peak time period (most likely 2 a.m.). Although the change in salt will make it impossible to match pairs at this cutover time, this is precisely the security feature that is desired as it will also prevent the modified string of data from being reversed back into an identifiable MAC address.

2.2.6 Data Access, Security and Archiving

Hosted data shall be stored and archived in a secure facility with backup power and internet connectivity to ensure system redundancy and unrestricted polling access by UDOT to the processed data.

Data shall be archived and made available to UDOT for downloading throughout the life of the contract plus an additional 60 days after Contract termination. Downloads shall be accessible at minimum intervals of 24 hours. This historical data is intended to allow UDOT to recreate a travel time or O-D analysis from historical MAC ID reads, and therefore only needs to consist of the encrypted MAC ID's from successfully paired reads. This data shall be output into a format that can be opened and analyzed from a spreadsheet, and aside from the encrypted MAC ID's, shall contain any other relevant information that is required to analyze and recreate travel times and/or O-D splits between readers (i.e., timestamp, location).

II. Detailed Responses for Scope for Work

Digiwest Services

Our current services meet or exceed all qualifications currently established for DOT14-409PT for all aspects of travel time and Origin-Destination. In addition to the basic requirements, our system was designed for real-time reporting of any size sample set within just a few seconds, making it possible for users to evaluate multiple speed, travel or origin-destination scenario's within seconds. Our web interface allows for:

- -New project setup and takes less than 15 seconds
- -Data report updates to the server every 1, 5 or 15 minutes
- -Real-Time reports on the fly for both travel Time and Origin-Destination
- -The State OWNS the data
- --Comparative view and analysis capabilities
- -Compete API documentation for machine to machine report data
- -Built in GPS for automatic lat/long coordinates
- -Remote device update and connection capabilities
- -Remote monitor for device temperature, battery power (on solar model) and radio antenna strength
- -Multiple filter capabilities allows user to see ALL MAC data and ALL matched pair data for Travel Time and or O-D
- -The BlueMAC Bluetooth default detection diameter of 300 feet can be adjusted to maximum of 1000'
- -All BlueMAC reader enclosures are NEMA certified, treaded poly-carbonate with additives to withstand extreme hot and cold temperature. All enclosures are water proof with water sealed connection ports.

The BlueMAC webserver and web services, in an eloquent yet professional manner, can present data quickly and with flexible access to real-time as well as archived data reporting. Data feeds are parsed and encrypted at collection. Individual device backup provides 5 or more years of data storage and continues collecting even when the network is unavailable.

Functional Requirements: Section 2.1 – Sensor Hardware

All device requirements are currently supported in our basic level package of services

Section 2.1.1 Digiwest Meets the Minimum Technical Specification Requirements:			
	Minimum	**Y/N**	**BlueMAC Capabilities and Notes**
Temperature Range	-30 degrees to 65 degrees C	Yes	BlueMAC uses only Industrial grade components
Relative Humidity	10% to 90% non-	Yes	See brochure with design specifications
Dimensions (Max)	16 in x 13 in x 8	Yes	BlueMAC devices are very small, measuring 8 in x 6 in x 4 n
Power consumption	10 Watts (Max)	Yes	BlueMAC devices operate at 1 watt (one) allowing for a much smaller solar panel
Power Options:	**Hardware**: AC (110-220 VAC) or Power over Ethernet (PoE) **Solar:** As detailed	Yes Yes Yes	BlueMAC can use either method for power Solar panel attaches to housing body (please see image) There is no need for a separate installation of the solar panel assembly
Connectivity (wired)	10/100BaseT	Yes Yes	Dual RS-232 ports, dual USB ports micro USB, Ethernet port all located on device
Connectivity (cellular)	Supports GSM Supports CDMA	Yes Yes	Edge, and 3G are both fully supported
Wi-Fi and/or Bluetooth	2.4 Ghz Spectrum Class	Yes Yes	Variable power settings 0 thru 4, user adjustable
Data Latency	< 45 Seconds	Yes	BlueMAC data process latency less than 4 seconds
Data Storage Capacity (min)	2GB	YES	4GB Standard, (provides min 5 years storage)

2.1.2 Capable of working in locations of low volume MAC enabled devices

1. BlueMAC Bluetooth devices use the most powerful Bluetooth radio collector allowed by law. In addition to the available 1000' device capture radius, the power setting can be adjusted up or down remotely to increase or decrease the area of coverage based on local conditions, traffic patterns and deployment location.
2. Standard deviation information is provided on all travel time reports. Server system will calculate report data on any segment data is captured
3. Some types of readers will require several times more power to operate and collect a much larger range making close-in and portable deployment more problematic, even when there are fewer devices to capture. Basically, a greater range is not always the best solution to data capture since collected data may be outside the sturdy area.
4. For O-D study, deployments should be as consistent as possible, using the same type gear at the same power setting and if possible, in the same proximity to the roadway. This to provide the most accurate and consistent data collected between all sites.

2.1.3 Capable of working on arterials where the device might be susceptible to interference

1. Again, BlueMAC Bluetooth devices use the most powerful radio collector allowed by law allowing for the best opportunity to collect available data.
2. Individual filter options available on each report allow the user to identify and filter out unusually or inaccurate date base on interference or deployment anomalies.
3. Filter options allow access to compete data, not pre-sorted or partial data order to allow the user to gauge and evaluate the level on outside interference to the study area.

2.1.4 Latency of data and limitations of monitoring data in real-time

1. Our Bluetooth driver is customized to use the maximum inquiry window and interval available in the Bluetooth Core specification. Extended inquiry features to request additional information from discoverable devices is removed from our driver in order to focus on maximizing the number of devices which can be discovered within the available inquiry slots by using rapid successions of basic Inquiry. In addition, our driver considers every possible inquiry response as valid data, even from the same device in the same inquiry window.

   Data signal strength is also collected. This information allows the BlueMAC device to estimate relative distance from the device and calculate travel time data from the capture within the closest proximity to the BlueMAC reader.

2.1.5 Maintenance and Support Services

1. Digiwest provides an extensive Helpdesk system for opportunity tracking and results reporting. The Digiwest Helpdesk is manned Monday through Friday from 5:00 am to 6:00 pm (PST).
2. Digiwest also maintains 24-hour on-call services and off-hour support.
3. Additional benefit includes, the previously mentioned on-site support for hardware assistance as well as next-day replacement of both permanent and portable collection gear.
4. Device firmware and server software updates are handled automatically. Once approved by your administrator, updates automatically download to the individual devices through the network and install. In this manner new features and patches are instantly available.
5. Server updates are provided free of charge over the first years, and include any and all new features and enhancements to current offerings.

2.1.6 Report Features for 24 hour period to illustrate data quality (See attached report section)

Section 2.2 Backend Travel Time Processing System

All backend requirements are currently supported in our basic level package of services

2.2.1 Mandatory Requirements

	Y/N	BlueMAC Capabilities and Notes
Segment travel time shall be provided between multiple reader pairs	Yes	On BlueMAC, called "Routes" Up to the total number of devices in a project can be user defined as a combination of segments called route and combine all of their data into a single report
Segment travel time between any pair of readers shall be in seconds	Yes	All BlueMAC report features include GUI, table and report data in seconds, as well as all in speed.
A timestamp with each sample	Yes	Each sample data receives a timestamp and signal strength indicator
Delay time measurements at all reader locations	Yes	Intersection delay data available from downloadable .CSV file samples
O-D split shall be provided between multiple reader pairs one to many	Yes	All O-D calculations provide the ability to identify any locations origin and the balance destination, next, allow a change of choices in seconds to view a different origin and related results.
O-D Splits shall be provided in percentages	Yes	O-D splits are provided in percentages and number of samples
Collection period duration	Yes	Collection period is user definable by segment or project. All sample data is collected and time stamps in seconds
System health and status definition	Yes	Health available per device, project or by client combined devices. All data available in aggregated on individual (summary) views
Web based user configuration screens allow all required setup	Yes	BlueMAC project and device setup user configurable from web site services.
GPS Location of deployed units	Yes	Automated GPS on board all cellular and portable systems and available on permanent system. User definable parameters on all devices for GPS

2.2.2 Optional Requirements

1. Standard deviation as well as 15, 85 and 95% data automatically calculated for all project segments and routes
2. LOS indicators including; device "up" time history, connectivity legend, battery power sample collection history and reporting, snapshot sample history view, device temperature history and snapshot plus to other reports
3. Multiple report view features require very little setup.
4. Capabilities to identify and separate pedestrian and vehicle.
5. Detailed individual device report features for command and control.
6. Battery management features.
7. Multiple level of downloadable datasets for captured data.
8. Number of successful parings per data sample, number of unique MAC ID's that are read in each data sample.
9. Number of all MAC ID's read in each data sample.

2.2.3. Processed Data Format and Access

1. All data collected is owned and controlled by UDOT and for their exclusive use.
2. Digiwest provides a fully documented API with instructions, and cut and paste in code to integrate any report information from the BlueMAC server into any software program
3. The connection and transfer of data is controlled by a 36 Digiwest client key code.
   All data is collected, processed and received a timestamp each individual second.
4. Data is collected in real time. Report generation can be provided in real-time meaning the time to travel the segment + the reporting schedule + approximately 4 up to 15 seconds data processing time.
5. Website and processed data is accessible by HTTP based web service and raw TCP/IP socket with credentials.
6. All data types included under mandatory requirements are provided in each defined segment.

2.2.4 Provider Hosted Website

1. All mandatory requirements are currently part of the BlueMAC basic level package of services.
2. See "Report Section" for visual representation of TT and OD report capabilities
3. All sensor and paired data is provided for all segments
4. Mapping is displayed graphically and can show all processed data in real-time or historically
5. Statistical metrics or data reads & matches are provided for all defined segments
6. Website services are updated with new features for all clients throughout the year.

2.2.5 Data Encryption

1. System updates scheduled prior to deployment to accommodate required encryption method.
2. Method outlined in the solicitation bid response

2.2.6 Data Access, Security and Archiving

1. All data systems and storage maintained in a Digiwest maintained and controlled data center, with multiple backup systems and redundant 100Mb Internet connectivity.
2. All data; raw and filtered are available 24-7 by download from the BlueMAC server as .CSV format files. This includes hits, matched pair and O-D data.
3. All data from client owned device is the property of that client for their exclusive use.
4. All raw and processed data is available immediately from the website 24 hours a day.
5. Downloaded file output is delivered as .CSV for use in any spreadsheet.
6. All collected data archived daily and stored in three separate locations should device data recover be necessary.

2.2.7 Value Added Features

1. Small and very compact lightweight devices (3or lbs. respectively). Easy & fast to install. Low profile
2. Multiple power and cellular connectivity options for both portable and permanent deployments
3. Single component installation for portable devices small size solar panel fits directly to the device
4. BlueMAC provides complete documented API for machine to machine access of data for TMC/TCC, roadway signage and public facing websites for traffic information.
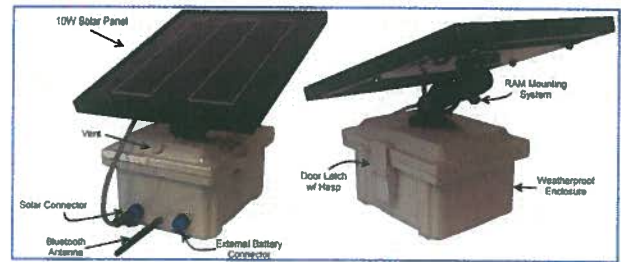5. Origin-Destination data

BlueMAC

Introduction

BlueMAC data collectors capture unique Bluetooth identifier information from discoverable Bluetooth enabled devices such as automobiles, smart phones, GPS navigation units or wireless headsets passing within range. In addition to the unique Bluetooth identifier, the BlueMAC data collector attaches a date, timestamp, signal strength, and location identifier. When the information is combined with similar observations from multiple devices, the operator can then accurately determine travel times between two locations during any time period the devices were active. The data collector pushes data into the BlueMAC server system either wirelessly, though a connected cellular network or directly over the LAN. Standard configurations include wireless setup and configuration to upload automatically.

Travel Time

Travel time reports can be generated at any time once data is received from two deployed devices. Data can be evaluated in the report section through a variety of filters and is updated with the newest data through Operator defined schedules. Further analysis can be done offline by exporting matched pairs of travel time observations. Travel time data is also available over the web services, SOAP and JSON methods, which are outlined in the accompanying API documentation.


Origin-Destination

Data collected from multiple devices can be combined into a single project allowing the evaluation of the origin of travelers and their destination or exit points throughout a specific study area. Data collected for origin-destination studies can be filtered and reported in a variety of graphs or tables, and will continue to update as long as the project continues.

Device Overview

Alert notices are available to Operators and defined based on device status and health, including capture rate, battery voltage, internal temperature, device storage, and GPS coordinates. Alerts allow the Operator to quickly identify anomalies and other situations of interest over a larger number of device settings.
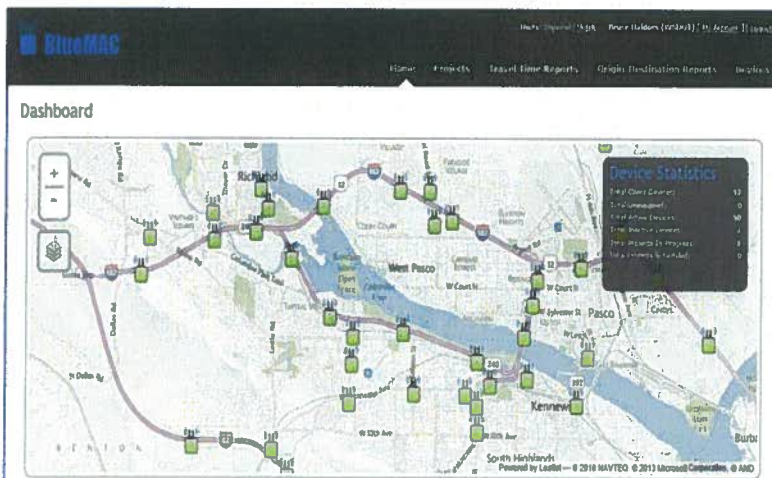
Total Performance

BlueMAC data collection systems combine state-of- the-art technologies to provide the Operator with the ultimate collection of features and performance. The BlueMAC Bluetooth module uses the most current technologies available to insure the highest possible collection rate for roadway data while providing among the lowest power requirements in the market for Bluetooth gear. BlueMAC gear combined with the appropriate solar attachment may provide continuous performance in the harshest environments.

Total Security

BlueMAC data collection components collect the MAC address data from devices traveling within range of the device. In addition to standard safety protocols, data collected by BlueMAC devices are truncated of their first 24 bits. The data is then converted into a binary code, encoded for compression, and then finally communicated through the Client's private APN over wireless or hard wired network. These added steps provide a very high level of data security and privacy while still providing match-able data with complete traveler anonymity.

Total Coverage

BlueMAC provides outstanding Bluetooth signal coverage with up to beyond 100 meters on a standard antenna. For areas requiring greater coverage, reliable range can be extended to over 300 meters with upgraded antenna equipment.

BlueMAC

Field Device Hardware Features
The following information is a summary of the features of the BlueMAC, Bluetooth data collection hardware

BlueMAC Bluetooth Field Devices are Class 1 rated.

Devices have a standard user adjustable detection radius up to 300 feet (distance based on a dipole antenna detecting Class 2 devices). Different antennas may be installed at individual sites to better suit local conditions.

Devices use TCP/IP and/or UDP/IP communications protocols over 10/100-BaseTX Ethernet network.

Device network settings are user configurable.

Permanent devices can operate from 120V AC power source with a 5V adapter or from a 12V DC power supply. Portable devices can be powered in the same manner and include an on-board 5-day or longer battery supply, a solar charger panel, and a solar charger controller inside the device.

BlueMAC portable and external mount devices have waterproof NEMA enclosures for external mounting on vertical traffic support structures (signal supports, luminaire poles, sign supports, wood poles, Falcon Eye).

Devices collect and archive, using unique device identifier based on MAC address using encryption or data degradation

Each device collects and archives all detections. Systems record multiple hits as a device travels through a device's area of detection and maintain the strongest hit entry per Bluetooth device per device.

Devices collect and report data continuously, 24/7. Devices may be taken offline in user definable settings as power conservation measure or remain online continuously.

Devices upload data to a data collection server or optional cloud site at a regular operator defined schedule at the start of a project, and can be edited at any point through the life of the project. Reporting schedules can be preset to several options, including; upload only, daily, hourly, every 15 minutes, 5 minutes or every minute depending on power consumption limitations for continuously running projects.

      Data is uploaded to the server automatically

      System has provisions for not losing data if upload fails by backing up data to an on-board SD Card.

The operating temperature range of all components is -22° to 185° F (-30° to 85°C) or better.

Each device checks with the central server each day to synchronize internal clock and prevent daily time drift. In addition, each device carries a battery backed real-time clock source, 32.768 KHz main oscillator with +/- 10 ppm worst-case accuracy, or .86 seconds per day without any network time sync.

Each device supports replaceable external antennas. The external RF connector for Bluetooth signal is an N- type or RP-SMA connector. Omni-directional antennas are provided.

Received Signal Strength Indicator (RSSI) is recorded with each detection as reported by Bluetooth module firmware.

All MAC data is parsed and data is binary encoded for transmission over a private APN network.

      Device degrades all MAC data to eliminate ability to confidently trace stored data to private devices while maintaining dataset quality. Example: truncation, division, randomization, or similar forms of data scrubbing. MAC address truncation occurs before the partially degraded MAC address is recorded to disk. Dataset quality is maintained by discarding 24 of 48 bits, which leaves 16,777,216 possible bit combinations to represent MAC addresses. If at the peak period 1000 unique MAC address detections occur per hour, the chance of collision is only 0.006%, yet high enough to cast reasonable doubt on definitively linking a truncated MAC address to a full MAC address.

Devices scan all frequency channels. 32 channels are defined by the universal General Inquiry Access Code and divided in to 2 "trains" of 16 channels each. During device inquiry, the Devices will inquire sequentially on the first group of 16 channels 100 times taking a total of 2.56 seconds after which the next groups of 16 channels are sequentially used 100 times. In this way all 32 channels are scanned at least once within 2.6 seconds.

Devices cache raw data in non-volatile local memory until uploaded to data collection system. Raw data (after MAC truncation) is written to SD storage in addition to being transmitted to the server. If transmission acknowledgement from the server does not occur after reporting, prior data is re-tried each sequential reporting interval until an acknowledgement is received for all data. Minimum 4GB of SD storage is provided, which can hold a minimum of 3 years capture data from a single station.

610 SW Alder St. STE 700 Portland, OR 97205 I 503.224.2765 I sales.digiwest.com I www.mybluemac.com

BlueMAC
## Backend Software & Server Features

Raw and processed data is stored and permanently accessible at a data warehouse. Raw data includes original collected unique device identifier with time stamps. Processed data includes matched unique device identifier and estimated travel times.

Operators can define a travel time route between any two devices.

Operators can create origin-destination (O-D) reports. Operators are able to define O-D routes based on device placement.

System generates route travel time estimate from unique device identifier matches suitable for near real-time analysis. Near real-time is defined by "Data that depicts an event as it existed at the current time plus the processing time. The data varies from real time data because it is dependent on the type and speed of transmission. This data is useable for identifying changes in traffic flows."
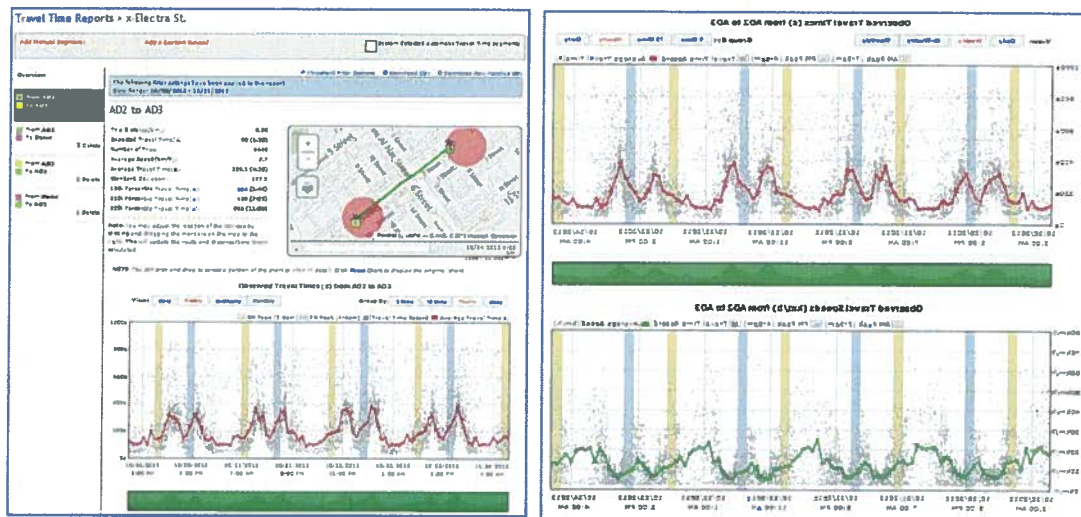
The agency has access to all raw and processed data and maintains data on a local server.

System supports concurrent logged in Operators.

Operators can create travel time reports on-the-fly once a pair of devices in the same project report in with project data.

Server automatically backs up archived data on regular schedule.

System generates alerts based on user defined criteria. Examples

    Travel time for route exceeds 20 minutes.

    Sensor communications fail.

    System alert notifications, such as sensor fail, are user configurable.

    Traffic Incident Detection alerts such as "travel time exceeding 150% of historical travel time for this time of day" is also user configurable.

The system logs changes or edits to system configuration, including change, time, and user. All database deletes, updates, and inserts are minimally logged. It can be expanded to log more detailed information such as original value in the case of updates, with a small performance hit.

The system is capable of providing an XML or Json feed with near real-time travel times for traveler information systems. Most recent match per travel time segment can be made available as an XML feed for any segment.

BlueMAC
## Backend Software & Server Features (Continued)

Sensors and routes can be identified with user definable logical names for each deployment. Each location name can be user defined, and pairs will be displayed with both location names.

System management has a web/server-based management, data, and reports interface where access is provided or available. The system is managed over a web interface compatible with all modern web browsers. Flash / Java is not required. Systems with cloud-based services can be managed by a smartphone device or tablet.

System management shows system and sensor status. System and sensor status is displayed on the web interface.

System shows recent travel times on a map. Routes are color coded routes red, yellow and green with user- defined thresholds. Routes on a map will appear as a gradient of color between red, yellow and green as a proportion of the expected travel time versus the observed travel time.

System shows multiple sensors concurrent to display current travel times for multiple routes. The Travel Time Overview page displays a map with each color-coded segment and route on it, plus a table of most recent travel times, speeds, and last observation.
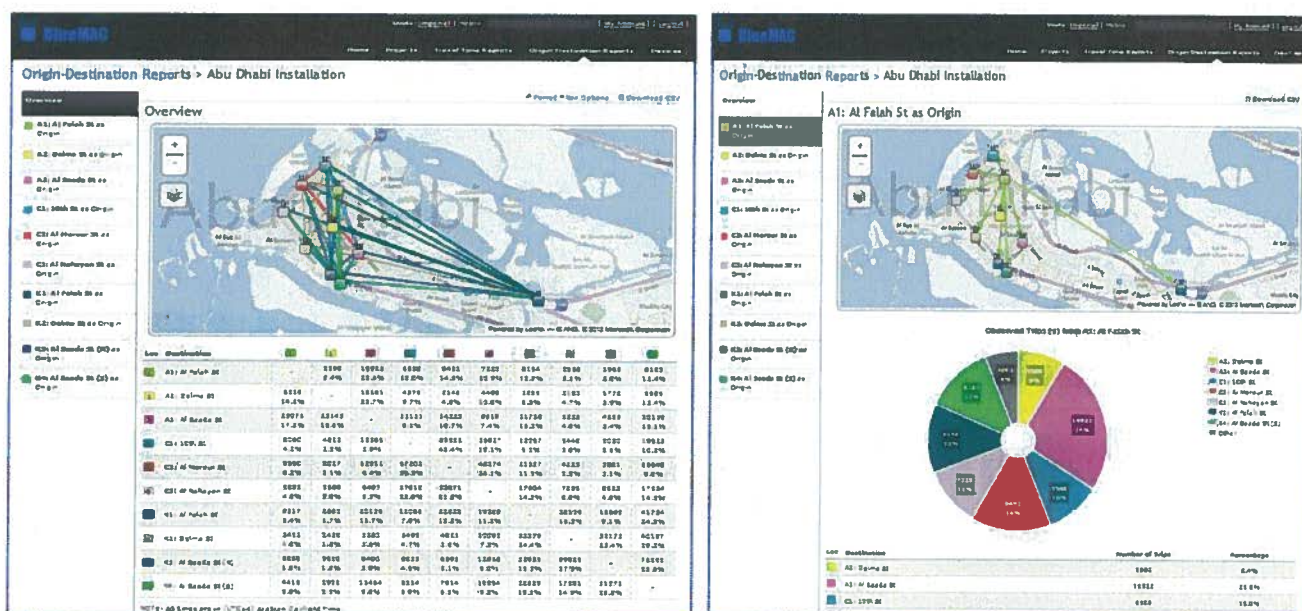
The system supports multiple users at the same time for different locations.

The system supports multiple user accounts access rights levels. Example: Administrators and read-only accounts. Administrative functions are available through the web interface, and the web services are a read- only interface. A read-only website user login option is also under development.

The system generates travel time summaries by route for hour, day, month, and year. Travel time summaries can be filtered for any date and time range, and will calculate travel time summary information (time, speed, standard deviation, 15th, 85th, 95th percentiles) for that defined time period only.

Reports are user configurable using 5, 15, and 60 minute data bins with daily groupings as an option.

O-D routes can be defined and analyzed using archived data.

21. All reports include sample size under the heading "number of trips" on the travel time summary.

III. Contract Pricing

PRICE ITEM DEFINITIONS:

1. **Basic MAC Reader Unit:** A unit bid price for a single, fully functional MAC Reader field unit that meets or exceeds the requirements of this RFP. This bid item assumes all appurtenances (i.e., cables, reader enclosure, antenna, mounting hardware, etc.) that are needed to procure a functional MAC Reader unit will be included in this bid item. The communications interface shall consist of a 10/100 Ethernet interface. The power provided for this unit will be a 120 VAC source.

2. **System and Encryption Set Up:** A one-time price to implement, integrate, test, coordinate with UDOT's IT and Software support team, and train users on the basics of this system. This bid item shall also include all costs associated with the development, testing and verification of the salted hash function.

3. **Data Processing and Hosting Service:** A price to host and process the data from the field MAC reader units as defined in Section 2.2 – Backend Travel Time Processing System. This bid item should include all communication, maintenance, support and incidental costs needed to provide a fully functional backend host and processing system complete with the required data export feed and secondary web-based access.

4. **Cellular Communications Option:** A unit price to add or deduct to item #1 above to enable this MAC Reader unit to communicate via a cellular service to the offerors hosting center that is fully paid, managed and configured by the offeror. This bid item should include all hardware, cellular service provider connections, and monthly communication fees as needed to enable a fully functional and remote connection between the field unit and the backend processing system.

5. **Solar Power Option:** A unit price to add or deduct to item #1 above to convert the power source to solar. The solar equipment to be included in this bid item must comply with the minimum power and hardware requirements as defined in Section 2.1.1 Minimum Technical Specification Requirements.

6. **Value-Add:** Optional components and parts that do not fit within the hardware or operational considerations listed in this document.

Quantity	Volume Discount	Cost
Item 1 – Basic MAC reader unit (hardwired)		
Units 1-15		$1,200/unit
Units 16-45	-10%	$1,020/unit
Units 46-80	-20%	$960/unit
Units 100-149	-25%	$900/unit
Discount off of replacement component parts: 100% (warranty first year) (25% discount thereafter is extended warranty not purchased)		
Item 2 – System and Encryption Setup		
Lump Sum	$3,500	
Item 3 – Data Processing and Hosting Service		
Back end Data and Support Fees	$19/unit/month	
Item 4 – Cellular Communication Option (service + hardware)		
Cellular Communication Option	$15/unit/month	
Item 5 – Solar Power Option		
Units 1-15		$1,200/unit
Units 16-45		$1,080/unit
Units 46-100	-20%	$960/unit
Discount off of replacement component parts: 100% (warranty)		

Delivery time from receipt of order: 30 days

Optional replacement parts (*Common replacement parts)

Item	Model #	Price (1)	Per Device
Nanos G20	DIGI-NG20	$450.00	1
SIM5320 Small Breakout	DIGI-S5320	$200.00	1
Assembled Carrier Board	DIGI-CB4	$700.00	1
SunSaver Gen 3	DIGI-SS6	$100.00	1
Attabox Enclosures (8x6x4)	DIGI-AB1084	$150.00	1
Internal Plate Sets	DIGI-IP5	$250.00	1
Blue Nanos Enclosure	DIGI-BNE	$40.00	1
IPX to RP-SMA Jumper*	DIGI-UFL1	$6.00	1
IPX to SMA Jumper*	DIGI-UFL2	$6.00	1
RP-SMA Jumper (14in.)*	DIGI-RPSMA16	$50.00	1
Omni-Directional Antenna*	DIGI-OA1	$25.00	1
GPS/GSM Antenna	DIGI-GGA1	$85.00	1
10W Solar Panel*	DIGI-SP10	$110.00	1
Alternative 15W Solar Panel	DIGI-SP15	$155.00	0
Alternative 20 W Solar Panel w/Mount	DIGI-SP30	$275.00	0
Alternative 50 W Solar Panel w/Mount	DIGI-SP50	$325.00	0
RAM Mounting Bracket	DIGI-AMB	$70.00	1
10/15W Solar Panel Mounting Plate	DIGI-SPMP	$25.00	1
SD Card*	DIGI-SD8	$20.00	1
Pole Mounting Bracket*	DIGI-PMB	$75.00	1
Mounting Straps*	DIGI-MSL	$8.00	2
Vent	DIGI-BV1	$10.00	1
Rubber Grommets	DIGI-GR2	$1.50	3
Battery Strap*	DIGI-BS1	$8.00	1
Battery Plug	DIGI-BP1	$20.00	1
Battery Receptacle	DIGI-BR1	$15.00	1
Bottom Solar Plug*	DIGI-SP1	$45.00	1
Bottom Solar Receptacle*	DIGI-SR1	$45.00	1
1/4"-24 1" Hex Bolt	DIGI-TC1	$2.00	4
#10-32 1/2" Pan Head Screw	DIGI-TC4	$1.00	4
#10 Lock Washer	DIGI-TC5	$0.25	4
1/4" Lock Washer	DIGI-TC6	$0.25	4
#10-32 Nut	DIGI-TC7	$0.25	4
#10-32 Wing Nut	DIGI-TC8	$0.25	2

IV. Contract Payments

   a. For purchases and services pursuant to this contract, invoices shall be submitted as outlined in Attachment C - "Invoicing".

ATTACHMENT C

1. Invoicing

Contractor shall submit invoices to State:

Utah Department of Transportation
Traffic Operations Center
c/o Richard Shelley
2060 S 2760 W
Salt Lake City, UT 84104-4592

Or via email to Richard Shelley at the Utah Department of Transportation:
rshelley@utah.gov

The Contract number and PO number shall appear on all invoices and correspondence.

Billings must be itemized identifying clearly all items, time and service fees. Invoices shall be submitted in a timely manner.

The State reserves the right to adjust incorrect invoices. State will remit payment by mail or electronic commerce.

2. Non-Compete Clause

The Contractor represents its officers and employees are free to contract with State and are not subject to restrictions by the terms of their present or past employment, including, but not limited to an agreement not to compete for a period of time unless disclosure has been made. Contractor must disclose to the State any possible conflicts in writing, before the contract is signed, and the State will evaluate whether to continue with contract execution. State may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to the State. If the State elects to terminate a contract for this reason, the State will supersede paragraph # 13 in Attachment A – Standard Terms and Conditions and will not provide 60-day prior notice to the Contractor.

4. Responsibility for Wages

Contractor is responsible for all applicable company wages in accordance with the Federal, State and local laws and ordinances.

5. Confidential Information

To the extent work under this contract requires that the parties may be given access to confidential or proprietary business, technical or financial

information the parties shall, after receipt thereof, treat such information as confidential. Both parties shall maintain, as confidential, and shall not disclose to any person outside its employ, nor use for the purpose other than performance of this Contract, any specifications, drawings, blueprints, data, business information or other confidential information which is learned by virtue of this contract, except where required by law. The parties agree not to appropriate such information to their own use or disclose such information to their own use or disclose such information to other parties unless specifically authorized in writing. The foregoing obligations, however, shall not apply to:

* Information which, at the time of receipt by the Contractor, is public domain.
* Information which is published after receipt by the Contractor, or otherwise   becomes part of the public domain through no fault of the Contractor.
* Information which the Contractor can demonstrate was already in the possession at the time of receipt, and was not acquired directly or indirectly from the State.
* Information, which the Contractor can demonstrate, was received from a third party who did not require the Contractor to hold such information in confidence.

6.   Quality of Service

Contractor represents to State that it is experienced in and familiar with all aspects of the services required. Contractor will keep the State advised as to all new technology in all aspects of service. No changes in service provided by the Contractor under this Contract shall be made without the States prior written approval.

7.   Assignment of Contract

The Contractor shall not sublet, assign or transfer any part of this contract without prior written approval from State. Neither shall the provision of monies due under this contract be assignable without prior written approval from State.

8.   Intellectual Property Indemnity

Upon State's written notification to Contractor, Contractor shall defend, at its expense, any claim against State alleging the services, or any part thereof, infringement on any patent, copyright, trademark, trade secret, mask work or other intellectual property interest in any country and shall pay all costs and damages awarded. If an injunction against State use,

sale, lease, license, other distribution of services and product, or any part thereof, result in such a claim (or, if State reasonably believes such an injunction is likely), Contractor shall, at its expense, (and in addition to the contractor's other obligations hereunder) and as State requests, obtain for State the right to continue using, selling, leasing, licensing or otherwise non-infringing but functionally equivalent. The provisions of this section shall not apply to any claim of infringement resulting solely from Contractor's compliance with State's detailed design specifications, were provided.

9. Facilities and Materials

The Contractor and all personnel working under this contract shall not acquire, borrow, copy or use in any manner software, documentation or data on any State data processing facility for use other than as required to complete this contract with the exception of items covered in the Scope of Work.

11. Right of Future Development

The State reserves all rights to future development of this system and is in no way required to obtain the services of the Contractor for these developments or release these developments to the Contractor.

12. Similar Products

Should the State independently design, develop or acquire ideas and concepts identical of similar to those provided by or contained in the Contractor's product, Contractor agrees this Contract shall not prevent State from using ideas or concepts to design, develop or acquire hardware or software for its use, provided the State does not copy the Contractor's product.

13. Non-Performance

If, at any time, Contractor fails to demonstrate the required expertise (as represented in the Contractor's proposal) or fails to meet acceptable standards of performance, the State reserves the right to require the Contractor to replace individual(s) with competent individual(s). The State Project Manager must approve this replacement. If the Contractor fails to provide competent individuals the contract may be cancelled immediately. If the State elects to terminate this contract for this reason, the State will supersede paragraph #13 in Attachment A- Standard Terms and Conditions, and will not provide 60 days prior notice to the Contractor.

14. Waiver

The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect to it, or the failure to exercise any election provided for in it, will in no way be considered a waiver of such provisions, rights or elections, or in any way affect the validity of this Agreement.

STANDARD INSURANCE REQUIREMENTS

GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES

A.   Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the Utah Department of Transportation.

B.   All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah and either:

    (1)   Currently rated A- or better by A.M. Best Company; *and*
       (1A)   The insurer must also have an A.M. Best Company financial size category rating of not less than VII.

               ---or---

    (2)   Listed in the United States Treasury Department's current *Listing of Approved Surities (Department Circular 570), as amended.*

C.   The Contractor shall furnish certificates of insurance, acceptable to the Utah Department of Transportation, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

D.   In the event any work is subcontracted, the contractor shall require its subcontractor, at no cost to the Utah Department of Transportation, to secure and maintain all minimum insurance coverages required of the contractor hereunder.

E.   In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Contractor shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the Utah Department of Transportation, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the Utah Department of Transportation.

F. All required certificates and policies shall provide that coverage there under shall not be canceled or modified without providing 30 days prior written notice to the Utah Department of Transportation in a manner approved by the Assistant Attorney General for the Utah Department of Transportation.

REQUIRED INSURANCE POLICIES

The Contractor, all its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

A. Worker's compensation and employer's liability insurance sufficient to cover all of the Contractor's employees pursuant to Utah law. If covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.

  1. Including Coverage B. Employer's Liability
  2. $100,000 limit each accident
  3. $500,000 limit per disease-policy limit
  4. $100,000 limit per disease-each employee

This requirement includes those who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, the Contractor shall require its subcontractor(s) similarly to provide worker's compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

The Utah Department of Transportation should not be an additional insured for workers' compensation insurance

B. Commercial General Liability
  Commercial general liability (CGL) insurance with the Utah Department of Transportation as an additional insured, in the minimum amount of:
  $1,000,000 per occurrence
  $3,000,000 general aggregate
  $3,000,000 products and completed operations aggregate.
  These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy and/or a CGL insurance policy and an excess insurance policy. The policy shall protect the Utah Department of Transportation, the contractor, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the contractor's operations under this Agreement, whether performed by the contractor themselves, and subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, products and completed operations.