A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and TransCore ITS, LLC, a Delaware limited liability company registered to do business in Colorado, whose address is 8158 Adams Drive, Hummelstown, PA 17036 ("Vendor" or "TransCore"), jointly "the parties."

1.   SOFTWARE LICENSE, SUPPORT AND MAINTENANCE TO BE PROVIDED AND SERVICES TO BE PERFORMED:

A.   Vendor, under the general direction of, and in coordination with, the City's Manager of Public Works or other designated supervisory personnel (the "Manager") agrees to provide the Software licensed in Article 2 below, and perform the technology related services described on attached **Exhibit A** (the "Statement of Work" or "SOW") and provide the Software support and maintenance services described on attached **Exhibit B ("Annual Service Agreement")**.

B.   As the Manager directs, the Vendor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth **in this Agreement** to the City's satisfaction.

C.   The Vendor is ready, willing, and able to provide the services required by this Agreement.

D.   The Vendor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in this Agreement and in accordance with the terms of this Agreement.

2.   GRANT OF LICENSE; RESTRICTIONS:

A.   Definitions.

"Computer Software" shall mean both source and object code and all data sets and auxiliary files used by such code, along with any media on which they reside and documentation related thereto, together with the proprietary information and trade secrets contained therein.

"Licensee Facilities" shall mean space, environment, and other facilities, which are to be provided by Licensee in connection with the installation, operation, or maintenance of the System.

"Software" shall mean the Computer Software developed and owned by TransCore. This consists of the following modules:

♦   TransSuite® ATMS Map

♦   TransSuite® ATMS Explorer
♦   TransSuite® Traffic Control System (TCS)
♦   TransSuite® Unified Controller Manager (UCM)

"Specific Equipment" shall mean that which is either provided by TransCore or recommended by TransCore for use as a platform for the Software and is located at the Licensee's Facilities.

B.   Vendor hereby grants to City a perpetual, limited, non-exclusive right and license to: (a) install, display, perform, and use the Software; and (b) use all intellectual property rights necessary to use the Software as authorized in this paragraph for City's own operations on the Specific Equipment. This License is limited only in the event that City commits a Material Breach of this Agreement. A "Material Breach" by City includes any of the following events:
♦   Failure to comply with payment requirements in Article 5
♦   Knowing or grossly negligent disclosure or use of confidential information of Vendor not justified by the license of Software
♦   Knowing infringement of Vendor's intellectual property rights not authorized by the terms of the license

City shall have the right to relocate the Licensed Software to a backup Central Processing Unit, in the event that the licensed Central Processing Unit fails or is withdrawn from service. Vendor authorizes City to copy the Licensed Software solely for its own internal use. City shall not re-sell, supply or give the Software (source or executable code) to other parties. City shall not reverse compile, reverse engineer, modify, disassemble, translate, copy or in any way duplicate the Licensed Software, in whole or in part. Vendor hereby authorizes City to copy the Software solely for City's own internal use for restart purposes or to replace worn copies, provided the Software is used only on the Specific Equipment. City shall not export or re-export outside the United States, the Software, in whole or in part.

C.   Title to and ownership of the Software will remain with Vendor.   City will not remove, obscure or deface any proprietary notice or legend contained in the Software or documentation without Vendor's prior written consent. The Software and related materials and any copies, in whole or in part made pursuant to this Agreement shall be the sole and exclusive property of Vendor. City shall not sell, lease, assign, sublicense, or otherwise transfer to any third party, directly or indirectly, the Software or any license or right granted hereunder, in whole or in part.   City acknowledges by execution of this Agreement that the Software and documentation provided by Vendor constitute valuable assets of Vendor and are to be considered proprietary information of Vendor, and that, by virtue of this Agreement, City shall acquire only the right to use the Software under the terms and conditions hereof and shall not acquire any rights of ownership in or title to the Software.

D.   City acknowledges that unauthorized disclosure of the Software will diminish substantially the value of the Software. If City violates the provisions of the License granted in Article 2 of this Agreement, Vendor shall be entitled to obtain equitable relief and/or monetary damages to protect its interest herein. City warrants that all persons who it has

authorized to use the Software will observe and perform the covenants set forth in this Agreement. City agrees to maintain the Software in secure premises, heretofore agreed to by the Vendor, to prevent any unauthorized person from gaining access thereto and to give Vendor written notice of any unauthorized disclosures or use of the Software as soon as City becomes aware of it. City shall notify and inform its employees and any third parties having access to the Software of City's limitations, duties and obligations regarding non-disclosure and copying of the Software. The Software shall be used only by employees of the City and any third parties who are necessary to City's exercise of its rights hereunder and then only at the location of the Specific Equipment. Any agent or third party City desires to use the Licensed Software will first execute a non-disclosure agreement in a form acceptable to Vendor prior to commencing use of the Licensed Software. City shall take reasonable security measures to protect the Licensed Software from being accessed by unauthorized third parties.   Notwithstanding any termination provisions of this Agreement, the obligations set forth in this Paragraph C shall survive the termination of this Agreement.

E.   In the event of a Material Breach by City as defined in Paragraph 2.B., Vendor may also terminate this License if City fails to correct such noncompliance after receipt of written notification from Vendor. Within 30 days after any termination of this License, City shall return to Vendor all copies of the Software and all documentation supplied or made under this Agreement together with a signed letter certifying that City has discontinued all further use of the Software and that all copies of the Software and Vendor documentation have been returned to Vendor or that they have been destroyed.

F.   Except as otherwise set out herein, Vendor will, within thirty (30) days after the signing of this Agreement and continuously thereafter, deposit the Software in source code form, including all enhancements, in escrow pursuant to a source code escrow agreement ("Escrow Agreement") acceptable to City. The following events automatically will give City the right to cause the release of the applicable source code from Vendor or the escrow agent, whether or not contained in the Escrow Agreement, upon notice to Vendor or presentation of this Agreement to the escrow agent: (i) the institution by or against Vendor of insolvency, receivership or bankruptcy proceedings; (ii) Vendor's making an assignment for the benefit of creditors; (iii) Vendor's dissolution or ceasing its ongoing business operations or sale, licensing, maintenance or other support of the Software; or (iv) Vendor failing to pay the applicable fees due under the Escrow Agreement.

G.   Vendor warrants for a period of one (1) year after 'Go-Live' that the Software will operate according to the specifications provided by Vendor. After the expiration of the one (1) year period, and if requested by City, Vendor may provide maintenance services for the Software at Vendor's established prices. Any changes, modifications or maintenance or repairs not authorized by TransCore to the software or operating environment to which it has been installed, including additional and/or unauthorized programs to systems hardware and/or workstations that result in system problems, shall automatically void any Vendor warranties herein provided.   THE WARRANTIES OF VENDOR CONTAINED HEREIN ARE APPLICABLE ONLY IF THE SOFTWARE IS USED ON THE SPECIFIC EQUIPMENT AT CITY'S FACILITIES VENDOR MAKES NO WARRANTY, IMPLIED OR OTHERWISE, IF THE SOFTWARE IS USED ON .ANY OTHER EQUIPMENT OR AT A LOCATION OTHER

THAN THAT IDENTIFIED BY VENDOR. VENDOR HEREBY OTHERWISE DISCLAIMS ALL WARRANTIES OF THE SOFTWARE FURNISHED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE.

DELIVERY AND ACCEPTANCE:

A.   Vendor shall deliver the Software and perform the services in accordance with the SOW. Vendor will pack, mark, label, document and deliver all Software in accordance with the City's instructions and accepted industry standards.

B.   Vendor and City will establish and agree upon a Software Acceptance Test Plan that conforms to the requirements contained in the City's request for proposal prior to installation and configuration.   Upon installation and configuration of the Software and completion of the implementation services contained within the SOW, Vendor will test the Software in accordance with the established Acceptance Test Plan prior to "Go-Live." City will review acceptance test results and accept or reject those results within thirty (30) days of receipt. If results of Acceptance Testing are rejected by City, Vendor will correct all Software deficiencies identified in the Software Acceptance Testing and correct any services necessary to "Go-Live.".

4.   TERM: The term of the Agreement is January 1, 2014 through December 31, 2018.

5.   COMPENSATION AND PAYMENT:

A.   **Fee:** City shall pay to Vendor the fee for the software and services described in the Exhibit A SOW presented for "City & County of Denver" in the Cost Schedule (the "Fee"). The Fee shall be paid pursuant to the City's Prompt Payment Ordinance.

B.   **Reimbursement Expenses:**   The fees specified above in the Cost Schedule include all expenses, and no other expenses shall be separately reimbursed hereunder.

C.   **Invoicing:** Vendor must submit an invoice which shall include the City contract number, clear identification of the deliverable that has been completed, and other information reasonably requested by the City. Payment on all uncontested amounts shall be made in accordance with the City's Prompt Payment Ordinance.

D.   **Maximum Contract Liability:**

(i) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **NINE HUNDRED TWENTY ONE THOUSAND ONE HUNDRED AND ONE DOLLARS AND THIRTY THREE CENTS ($921,101.33)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Vendor beyond that specifically described in **Exhibits A and B.** Any services performed

beyond those in Exhibits A and B are performed at Vendor's risk and without authorization under this Agreement.

(ii) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

6.   STATUS OF VENDOR: The Vendor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Vendor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

7.   TERMINATION:

A. The City has the right to terminate the Agreement with or without cause upon twenty (20) days' prior written notice to the Vendor. -.

B. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Vendor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Vendor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

C. Upon termination of the Agreement, with or without cause, the Vendor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

8.   EXAMINATION OF RECORDS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Vendor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

9.   WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more

covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

10. **<u>INSURANCE</u>:**

A. **<u>General Conditions:</u>** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. **<u>Proof of Insurance:</u>** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit B, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C. **<u>Additional Insureds:</u>** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D.   Waiver of Subrogation: For general liability coverage, automobile liability coverage, and workers' compensation coverage required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

E.   Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor unless otherwise approved by City.   Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages.   Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

F.   Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims.   Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

G.   Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of $1,000,000 for each occurrence, $1,000,000 for each personal and advertising injury claim, $2,000,000 products and completed operations aggregate, and $2,000,000 policy aggregate.

H.   Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of $1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement

I.   Technology Errors & Omissions: Vendor shall maintain Technology Errors and Omissions insurance including network security, privacy liability and product failure coverage with limits of $1,000,000 per occurrence and $1,000,000 policy aggregate.

J.   Additional Provisions:

(a)   For Commercial General Liability, the policies must provide the following:

(i)	That this Agreement is an Insured Contract under the policy;
(ii)	Defense costs are outside the limits of liability;
(iii)	A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
(iv)	A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:

(i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

(ii) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

11. **REPRESENTATION AND WARRANTY:** Vendor represents and warrants that:

A. All services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards;

B. All services will conform to applicable specifications and the Exhibits attached hereto;

C. it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to the software and services free and clear from any and all liens, adverse claims, encumbrances and interests of any third party;

D. there are no pending or threatened lawsuits, claims, disputes or actions: (i) alleging that any software or service infringes, violates or misappropriates any third party rights; or (ii) adversely affecting any software, service or supplier's ability to perform its obligations hereunder;

E. the Software will not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party;

F. the Software will contain no malicious or disabling code that is intended to damage, destroy or destructively alter software, hardware, systems or data; and

G. the media on which all Software is furnished are and will be, under normal use, free from defects in materials and workmanship.

12. **DEFENSE AND INDEMNIFICATION:**

A. Vendor hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments,

suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed by Vendor, its employees, agents, and subcontractors under this Agreement ("Claims"), unless and until such Claims have been specifically determined by the trier of fact to be due to the negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Vendor or its sub-contractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. Vendor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Vendor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

C. Vendor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Vendor under the terms of this indemnification obligation. The Vendor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

F. Vendor will, at Vendor's expense, indemnify, defend and hold harmless the City, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney's fees and awarded damages) arising out of a claim that the Software, services, or their use by the City, infringe, violate or misappropriate a patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party. The City will promptly notify Vendor in writing of any claim and cooperate with Vendor and its legal counsel in the defense thereof. Vendor may in its discretion (i) contest, (ii) settle, (iii) procure for the City the right to continue using the Software, or (iv) modify or replace the infringing Software so that it no longer infringes (as long as the functionality and performance are not degraded as reasonably determined by the City). The City may participate in the defense of such action at its own expense. If Vendor concludes in its reasonable judgment that none of the foregoing options are commercially reasonable, then Vendor will refund a pro rata portion (based on a 5 year straight line depreciation running from City's final acceptance of the Software) of the Software license fee(s) paid by the City under this Agreement and reimburse the City for all reasonable expenses for removal and replacement of the Software.

13. **COLORADO GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. (2003).

14. **TAXES, CHARGES AND PENALTIES:** The City shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115.

15. **ASSIGNMENT:** Vendor covenants and agrees that it will not assign or transfer its rights hereunder without first obtaining the written consent of the Manager. Any attempts by Vendor to assign or transfer its rights hereunder without such prior written consent of the Manager shall, at the option of said Manager, automatically terminate this Agreement and all rights of Vendor hereunder. Such consent may be granted or denied at the sole and absolute discretion of said Manager. A change in control of Vendor shall not constitute an assignment hereunder.

16. **THIRD PARTY BENEFICIARIES:** It is the express intention of City and Vendor that the Denver Regional Council of Governments ("DRCOG") municipalities and counties listed below shall receive the benefit of a Grant of License of the Software as presented in Article 2 of this Agreement without further cost. No other services or benefits shall be received by the DRCOG municipalities and counties as part of this Agreement and must be purchased separately from Vendor pursuant to the Cost Schedule presented in Exhibit A SOW.

DRCOG List of Participating Governments

Counties
Adams County, Arapahoe County, Boulder County, City and County of Broomfield, City and County of Denver, Clear Creek County, Douglas County, Jefferson County, Gilpin County

Municipalities
City of Arvada, City of Aurora, Town of Bennett, City of Black Hawk, City of Boulder, Town of Bow Mar, City of Brighton, Town of Castle Rock, City of Centennial, City of Central City, City of Cherry Hills Village, Town of Columbine Valley, City of Commerce City, City of Dacono, Town of Deer Trail, City of Edgewater, Town of Empire, City of Englewood, Town of Erie, City of Federal Heights, Town of Firestone, Town of Foxfield, Town of Frederick, Town of Georgetown, City of Glendale, City of Golden, City of Greenwood Village, City of Idaho Springs, City of Lafayette, City of Lakewood, Town of Larkspur, City of Littleton, City of Lone Tree, City of Longmont, City of Louisville, Town of Lyons, Town of Mead, Town of Morrison, Town of Nederland, City of Northglenn, Town of Parker, City of Sheridan, Town of Silver Plume, Town of Superior, City of Thornton, City of Westminster, City of Wheat Ridge

17. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** Vendor has no authority to bind the City on any contractual maters. Final approval of all contractual matters which obligate the City must be by the City, as required by Charter and ordinance.

18. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** This Agreement, including the exhibits attached hereto (each of which is specifically incorporated herein) is intended as the complete integration of all understandings between the parties. No prior contemporaneous or subsequent addition, deletion, or other amendment hereto shall have any force or effect, unless embodied herein in writing, and executed in the same manner as this Agreement.

19. **SEVERABILITY:** The parties agree that if any provision of this Agreement or any portion thereof is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected.

20. **CONFLICT OF INTEREST:**

A. The parties agree that no employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein; and Vendor further agrees not to hire or contract for services any employee or officer of the City which would be in violation of the Denver Revised Municipal Code, Chapter 2, Article IV, Code of Ethics, or Denver City Charter §§ 1.2.8, 1.2.9, and 1.2.12.

B. Vendor agrees that it will not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. Vendor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of Vendor by placing Vendor's own interests, or the interests of any party with whom Vendor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given Vendor written notice which describes the conflict. Vendor shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

21. **NOTICES:** Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

> By Vendor to:
> Manager of Public Works
> 201 West Colfax Avenue, Dept 608
> Denver, Colorado 80202
> AND TO:
> Traffic Engineer: James M. Fox
> Email: James.Fox@denvergov.org
> Phone: 720-865-3155

And by the City to:
TransCore ITS, LLC
8158 Adams Drive,
Hummelstown, PA 17036
AND TO:

TransCore ITS, LLC
Attn: Christine K. Faschini, Director of Contracts
9440 Carroll Park Drive, Suite 150
San Diego, California 92121
858-736-8236
Email: ckfaschini@transcore.com

22.   **DISPUTES:**   All disputes of whatever nature between the City and Vendor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code, § 56-106(b), et seq. For the purposes of that procedure, the City official rendering a final determination shall be the City representative identified in Paragraph 1 hereof.

23.   **GOVERNING LAW; VENUE:**   This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted and/or promulgated pursuant thereto, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

24.   **NO DISCRIMINATION IN EMPLOYMENT:**   In connection with the performance of work under this Agreement, Vendor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor further agrees to insert the foregoing provision in all subcontracts hereunder.

25.   **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:**   Vendor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Vendor from City facilities or participating in City operations.

26.   **CONFIDENTIAL INFORMATION; OPEN RECORDS:**

A.   **City Information:**   Vendor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Vendor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third

parties. Vendor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Vendor shall be held in confidence and used only in the performance of its obligations under this Agreement. Vendor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Vendor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Vendor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

B.   Use and protection of Proprietary Data or Confidential Information:

(i)   Except as expressly provided by the terms of this Agreement, Vendor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any data, including Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. Vendor further acknowledges that by providing data, Proprietary Data or confidential information, the City is not granting to Vendor any right or license to use such data except as provided in this Agreement. Vendor further agrees not to disclose or distribute to any other party, in whole or in part, the data, Proprietary Data or confidential information without written authorization from the Manager and will immediately notify the City if any information of the City is requested from the Vendor from a third party.

(ii)   Vendor agrees, with respect to the Proprietary Data and confidential information, that: (1) Vendor shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Manager; (2) Vendor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) Vendor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

(iii)   Vendor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of City. It is the responsibility of the Vendor to ensure that all possible measures have been taken to secure the computers or any other storage devices used for City data. This includes industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.

C.   Employees and Sub-Contractor: Vendor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Vendor under this Agreement shall survive the expiration or earlier termination of this Agreement. Vendor shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict

as those contained in this Agreement.

D.   Disclaimer: Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. Vendor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, Vendor agrees to contact the City immediately.

E.   Vendor's Information: The City shall endeavor, to the extent provided by law, to comply with the confidentiality provisions set out in Article 2 of this Agreement, provided, however, that The City understands and agrees that the Vendor software and documentation including, but not limited to, the Source Code, Object Code, the Interface Requirements Document(s) Acceptance Test Procedures, the Statement of Work, the software design, structure and organization, software screens, the user interface and the engineering know-how implemented in the software (collectively "Vendor Confidential Information") constitute the valuable properties and trade secrets of Vendor, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to Vendor a competitive advantage. The City agrees during the term of this Agreement and the license granted hereunder, and thereafter, to hold the Vendor Confidential Information including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for the City's exercise of the license rights granted hereunder, and except as required by the parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S. (2003). In the event of a request to the City for disclosure of such information, the City shall advise Vendor of such request in order to give Vendor the opportunity to object to the disclosure of any of its documents which it marked as proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Vendor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Vendor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Vendor's intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

27.   LEGAL AUTHORITY:

A.   Vendor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken to enter into this Agreement.

B. The person signing and executing this Agreement on behalf of Vendor does hereby warrant and guarantee that he has been fully authorized by Vendor to execute this Agreement on behalf of Vendor and to validly and legally bind Vendor to all the terms, performances and provisions herein set forth.

C. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either Vendor or the person signing the Agreement to enter into this Agreement.

28. **NO CONSTRUCTION AGAINST DRAFTING PARTY:** Each of the Parties acknowledge that they and their respective counsel have had the opportunity to review this Agreement, and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

29. **ORDER OF PRECEDENCE**: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

30. **SURVIVAL OF CERTAIN PROVISIONS:** The parties understand and agree that all terms and conditions of this Agreement together with the exhibits and attachments hereto which, by reasonable implication, contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise) shall survive such termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Vendor's obligations for the provision of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

31. **INUREMENT:** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

32. **TIME IS OF THE ESSENCE:** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

33. **FORCE MAJEURE**: Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other party or its officers, directors, employees, agents, Vendors or elected officials and/or other substantially similar occurrences beyond the party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.

34. **PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

35. **CITY EXECUTION OF AGREEMENT:** This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

36. **COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

37. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Vendor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Background

The City and County of Denver, hereinafter referred to as the "City", solicited proposals related to the procurement of an Advanced Traffic Management System (ATMS). The procurement of this system will allow for the replacement of the City's current traffic signal system software.

The selected vendor, TransCore, will supply the City with the following software systems:
- TransSuite® ATMS Map
- TransSuite® ATMS Explorer
- TransSuite® Traffic Control System (TCS)
- TransSuite® Unified Controller Manager (UCM)
- ACDSS Traffic Adaptive

Project Tasks

Task 1 - Initiation, Management and Administration

The Vendor shall designate a Project Manager (PM) for this project who shall be the single point of contact for the City and shall be responsible for coordinating all efforts involved in this project.

TransCore will conduct a kick off meeting with personnel from the City. At this meeting the project team will establish the lines of communications for the project and refine the project scope, objectives and deliverables. This will include finalization of optional work tasks that may be affected by construction schedule for other projects. TransCore will supply the City with a project schedule that will be updated as needed throughout the project. These initial activities will set the baseline for the project schedule and deliverables that will guide the project delivery.

Throughout the development and implementation period, the Vendor will be required to prepare and submit monthly written progress reports to the City PM. The monthly reports shall, at minimum:
- Update the project schedule indicating progress for each task; percent complete, and milestone dates;
- Identify and report the status of all tasks that have fallen behind schedule and the reason and cure period;
- Identify and summarize all risks and problems with costs identified by the Vendor which may affect the Project; For each risk and problem, identify the action and person(s) responsible for mitigating the risk, resolving the problem, costs, the completion date and state the impact on the project schedule; and

- Identify all changes in the project schedule that affect personnel, equipment, facilities and resources of the City, which will be required for the Vendor to perform its services a minimum of 2 weeks in advance of the need.
- The deployment progress should also include the following:
    - Integration of the ATMS software with existing traffic signal controllers and local controller firmware.
    - Status of any software customization activities being performed.
    - An updated list of Vendor and City action items with status and required completion dates.
    - A description of current and anticipated project problem areas and steps required to address each problem.
    - A summary of completed and upcoming Vendor activities.

TransCore will conduct bi-monthly progress meetings at the Denver offices or via teleconferences. For each progress meeting, TransCore will provide the meeting agenda and minutes. The minutes will include a "rolling" Action Item list that identifies and summarizes the Action Item (what needs to be done), Responsible Parties (who needs to do it), Resolution Dates (when will it get done), and End Result (how was it accomplished).

The City PM will administer the Vendor's contract and will monitor project progress, schedule and budget. The City PM will review and approve all deliverables and documentation submitted by the Vendor. The City PM will also serve as the single point of contact for the Vendor and will participate in acceptance testing, review and approve the results of each test, and take part in any software customization review activities (including coordination of City staff to take part in reviews). The City PM must approve training courses and documentation as well as participate in appropriate training courses. The City PM will review and approve submitted invoices for payment to the Vendor.

Deliverables:
- Updated Project Schedule and Work Scope
- Monthly Invoices
- Monthly Progress Reports
- Bi-Monthly Progress Meetings

Task 2 - System Requirement Documentation

Within the System Requirement Documentation phase, TransCore will work with the City to finalize the following information
1. Appendix B: Functional Requirements Matrix,
2. Appendix C: NTCIP 1201 – Global Object Definitions,
3. Appendix D: NTCIP 1202 – ASC Object Definitions,
4. System architecture and deployment approach,
5. System software requirements,
6. Operation and maintenance plan, training overview ,
7. System acceptance and testing plan, and
8. Migration requirements of Denver signals from existing system to TransCore system

The various plans will be based on TransCore's standard documentation customized for the particular requirements of this project. For each of the above plans, TransCore will prepare a draft document which will be submitted to the City for review. Upon receipt of comments from the City, TransCore will conduct the "Denver ATMS Workshop" with the City to review the comments, discuss project status/direction, and set the stage for implementation of the TransSuite system. TransCore will then prepare the final documents working with City personnel and according to a pre-determined schedule. The City PM will need to approve the final documents.

In addition, the Vendor will perform system validation testing of the City's existing communication system (LAN and WAN), as it pertains to this project, using its own network testers and protocol analyzers similar to WireShark and other applications that can be configured to record and allow review of low level communication packets to determine timing and content of messages to / from individual controllers. The intent of the system validation testing would be to identify any current networking problems prior to the implementation of the new ATMS. The Vendor shall be responsible for identifying any critical problems that would impact the performance of its system, in writing, to the City so that a plan of action to ameliorate the problems can be identified and resolved by City staff, if any. The Vendor shall also be responsible for arranging a meeting with City staff to review any existing network diagrams and signal flow paths between devices prior to the initiation of any system validation testing. Prior to conducting system validation testing activities, the Vendor shall submit a request to the City, for approval, containing proposed tests it intends to perform, anticipated impacts to existing traffic signal operations, and a schedule of dates for tests.

Deliverables:
- Central Hardware Specifications
- Communication System Validation Report
- Draft and Final System Requirements Documents
- System Integration & Deployment Plan including Configuration Management Plan
- Draft Operations & Maintenance Plan including Training
- Draft System Acceptance and Testing Plan

Task 3 - Furnish Denver Advanced Traffic Management System
TransCore will supply the City with the following software systems:

- TransSuite ATMS
  - Traffic Signal Control
  - Unified Controller Manager
  - ATMS Explorer
  - ATMS Map
  - ACDSS Traffic Adaptive (see Section 8 for specific details)

The Vendor shall furnish the specifications for the server, workstation, cabling, data backup system, and other related networking hardware specifications and quantities it proposes for this project to the City for review. The City in turn will obtain quotes for the server, workstation, cabling, data backup system, and other related networking hardware and provide the corresponding submittals to the Vendor for review. The servers and workstations will be purchased by the City and shipped directly from the manufacturer to the Vendor's designated facility for setup, configuration and testing prior to future installation at the City's TMC.

The Vendor shall propose a system backup scheme that provides the most storage reliability. As part of the system backup scheme, the Vendor shall provide the City with a list of equipment it proposes to perform this function for the servers, workstations, and laptops. The list shall include the proposed storage types along with the capacity required for each storage type. Catalog cut-sheets of specific storage devices are encouraged to help the City in obtaining quotes. The Vendor shall determine what equipment and backup functionality is needed to restore operations from a catastrophic failure. This shall include consideration for a minimum down-time and shall also include what support would be available to the City to restore any servers.

Task 3.1 - Set Up Hardware In-House
TransCore will receive, unpack, assemble and checkout all central computer hardware and peripherals procured for the Denver ATMS. This will include the TCS servers and central communications servers, workstations, network hardware, and backup disks. This streamlines on-site integration. All central hardware, commercial software and auxiliary equipment will be delivered to TransCore's Atlanta Technical Center (ATC) for this initial configuration and testing.

Task 3.2 - Set Up Denver Database
TransCore will investigate the existing Denver signal system database and submit a migration plan including the implementation time schedule for associated activities for City PM approval that will outline the transfer of data to the proposed *TransSuite*® TCS. This database will consist of central configuration items including intersection, section, system detector and scheduler. TransCore understands that subsequent to the transfer, the City will review the new database for accuracy and completeness and shall report all deficiencies to TransCore for correction. Prior to City review, TransCore understands that it is expected to conduct its own review to ensure for accuracy and completeness. TransCore understands that there may be a lag between the time the snapshot of the City's existing database is taken, and the time the new database is returned, TransCore should recommend to the City how any changes should be tracked after the initial snapshot and update responsibilities. Transferring of the local intersection timing bases will be performed as part of the system integration. This will be achieved by uploading the local

controller database once the intersection is brought online. This will ensure that the latest intersection database is uploaded into the system.

Task 3.3 - Set Up Software In-House

TransCore staff will install and configure all commercial software procured for this project including the operating system on the TCS Servers, central communications servers, and the Microsoft Windows 7 software on each workstation. Windows Remote Desktop Connections will be configured for each of the workstations for access to the system. The proposed *TransSuite®* TCS will be installed after all initial operating system and database configuration is complete. TransCore will perform a preliminary acceptance test based on the procedures developed in Task 2. This test will be performed prior to shipping the system to the City for installation and will include representative communications equipment and sample ASC/2 and ASC/3 controllers provided by the City to the Vendor to fully exercise the system. Any problems found with the fully configured system will be corrected prior to delivery.

Task 3.4 - Install Computer and Network On-Site

TransCore will pack and ship all of the computer hardware and software to the City, subsequent to successful completion of the preliminary in-house acceptance test. The City will provide a current, correct shipping address and proper receiving facilities. Inside delivery will be specified. TransCore will unpack and set up the equipment and software at the designated locations. Any damage shall be reported by TransCore to the carrier for repair. In addition to setting up the central computers, TransCore will work with the City's IT staff to connect the servers and workstation to the local area network. A connection to the City's wide area network will also be made, allowing remote workstations access to the system if properly authorized. Finally, the system will be connected to the City's existing communications plant as part of this task prior to intersection pickup.

Deliverables:
- Central Hardware and Software configured and installed in the City of Denver Traffic Engineering facilities.
- Vendor to submit completed request for VPN access form to the City.

Task 4 - Integrate Traffic Signal Controllers

The new central computer and software will be integrated with the City's existing communications plant. The vendor will provide a controller changeover plan (included in the migration plan previously identified) to the City for review and approval by City PM. This plan will ensure that the latest field changes are captured in the *TransSuite* TCS. Once controller databases are uploaded and verified, the intersections will be brought online. At this point, TransCore will run an initial acceptance test based on the procedures developed in Task 5 of this scope. Upon successful completion of the acceptance test, the backup system will be tested. This will fully test the operation of the system before committing to a full scale intersection pick-up and migration off of the existing system. Any problems found in the hardware, software, or database shall be corrected before proceeding with the changeover.

Full scale intersection pick-up will commence after successful completion of the initial acceptance test. TransCore has currently planned and is allowing for a 3-month a migration plan. This plan assumes working with the City to determine an appropriate and manageable workload. During the intersection pick-up period, it is assumed that City staff will assist by visiting each intersection and changing the controller parameters to support the NTCIP protocol. Once this change is made, TransCore staff will bring the intersection on line and verify communications.

Subsequent to the successful changeover, the backup system capability shall be activated. A final acceptance test will be run including testing of the backup system. Upon successful completion of the final acceptance test, the system support period will begin.

Assumptions:
- Communications cables are in place to each of the traffic signal cabinets and the communications cables are in good working order.
- The local controllers are capable of NTCIP communications.
- Intersections will have the appropriate communications modules in place.

Deliverables:
- 400 existing signal controllers integrated and operational within TransSuite TCS.

Task 5 – Generate Databases, Maps and Configuration Files

Subtask 5.1. Color-Graphic Map Displays

TransCore will work with the City to obtain available GIS data from the City's system in the form of an ESRI shapefile based map database for implementation within the TransSuite ATMS Map. This will form the basis of the GIS based capabilities of ATMS Map. TransCore will provide the City with a list of required layers for a properly configured ATMS Map database. At a minimum, these layers will cover the City of Denver area. The map will identify major streets. Signalized intersections will be added to the ATMS Map database based on the City's existing inventory.

TransCore will develop ATMS Explorer documents for 400 of the existing Denver signalized intersections. ATMS Explorer documents will include phasing, number of lanes and other available parameters for each intersection. The static portion of each ATMS Explorer document will be developed in a standard graphics package or will include a City provide aerial of the individual intersections. Source drawing will be provided on CD allowing the City to modify the drawings in the future if desired.

Subtask 5.2. System Configuration

TransCore will verify all the system configurations that were developed in TransCore's ATC. Any changes or corrections will be accomplished on the system in Denver and a complete database backup will be collected and stored off-site.

Assumptions:
- Local controller databases and system configuration information will be provided by the local agencies

Deliverables:
- System-wide Map display
- 10 Corridor Graphics
- 400 Intersection graphics
- System and local intersection databases

Task 6 – System Acceptance and Validation

Task 6.1 Acceptance Test Plan
TransCore will document the system Acceptance Test Plan based on the TransCore completed Functional Requirements matrix, as provided in Appendix B of the Denver ATMS RFP documentation This plan will be submitted to the City for review and approval.

Task 6.2 Software Testing
Once the Denver ATMS has been installed and signalized intersections have been integrated into the system per the migration plan and are deemed fully operational, TransCore will perform the system acceptance test per the test steps contained within the City approved Acceptance Test Plan (ATP). Each section within the ATP will have a witness signature and comments section that both the City and TransCore will sign upon the successful completion of each section. The complete documentation will be submitted for City PM review and approval.

Deliverables:
- Submission of a system acceptance and validation plan
- Successful completion of Environmental Testing elements of ATP
- Successful completion of Functionality Testing elements of ATP
- Successful completion of Performance Testing elements of ATP
- Successful completion of Hardware Testing elements of ATP
- Successful completion of 30-day Error-free Operations

Task 7 – Training

The City has decided upon the regional approach with regards to training. This will allow for multiple agencies to attend any City training sessions and receive any materials. TransCore will work with the City and County of Denver to schedule a mutually agreeable training session(s) for the deployed TransSuite products. These training sessions will be open to any regional partners that are also using, or in the process of procuring, the TransSuite products. The training facility will be provided by a local agency.

TransCore will develop a training plan to be approved by the City's PM. The Training Plan will be developed by TransCore and reviewed and approved by City PM. The plan will focus on the overall training curriculum and how it is divided as outlined in the Request for Proposal into the following training modules.
- Basic (Executive and System Introduction) Training - this training is provided at the time of initial system installation. It is intended to provide an installed system overview and provide sufficient information to "operators" to begin to explore using the system.
- Intermediate Training - this training is provided at the time that several field intersections are brought on-line into the system. This training will provide additional details in configuring and operating the system and will provide additional answers and information based on questions developed by the "operators" that have been exploring using the system.
- Advanced Training - this training is provided following a critical mass of field intersection are brought on-line and operating in the system. This training will provide additional details in the configuration and operation of the intersections and will include sections focused on on-going maintenance also.

The training plan will include the following information for the project:
- Purpose/training objectives
- Curriculum/training scope
- Subject matter/materials to be provided/presented
- Requirements
- Roles and responsibilities
- Techniques and tools to be used (instructional, hands-on, etc.)
- Potential participant pre-requisites
- Equipment set-up needed
- Schedule
- Preliminary indication of how many hours per subject matter are envisioned

The curriculum discussion will break out the individual training modules, the material to be included in the module, and the expected duration.

Deliverables:
- Training Plan
- Draft Training Materials
- Final Training Materials

- Initial Training Sessions
- Post Installation Training Sessions

8.0   ACDSS Traffic Adaptive

The City has chosen to implement the traffic adaptive software in a two-step process. As a part of the initial deployment of the TransSuite system Transcore will complete tasks as noted in sections 8.1 and 8.2. At a later time the City will request the Vendor to complete the remaining tasks in sections 8.3 through 8.7.

Task 8.1 ACDSS System Configuration

The web services interface is configured to access the data feeds from the detectors and establish communication to the controller. The web services interface as part of TransSuite will be used. This involves setting up the inventory of the controller IP addresses, downloading the signal timing plans currently stored in the controller, and priming the database tables with the detection zones.

Task 8.2 ACDSS Installation

The ACDSS software system will be installed on City Windows servers meeting the following general requirements, minimum 16GB RAM, 2TB hard drives and quad-core CPU of 2GHz or above. The system installed and configured with connectivity to TransSuite.

Task 8.3 Define Project Objective and Detection

The City will provide drawings of detector locations (loops and video) and will be reviewed and supplemented via Google Street View to determine extent and type of existing detection available. If appropriate existing detectors are available and functional, TransCore and subconsultant KLD will determine if they are sufficient to provide the needed information for ACDSS. However, in the event that some of the required detectors are not installed or are not working, TransCore and subconsultant KLD will recommend additional installation of detectors in order to gain the complete benefit from the full functionality of the ACDSS. TransCore and subconsultant KLD will work with the City to determine the any additional detection to be installed.

Task 8.4 ACDSS Integration

The identified intersections to have ACDSS adaptive control will be configured within TransSuite with the appropriate detectors and parameters to allow for the sharing of data between the TransSuite servers and the ACDSS server. Additionally, the intersection graphics (ATMS Explorer intersections) in TransSuite will be created for the intersections that are being brought into TransSuite.

Task 8.5 ACDSS Testing

After the system is configured and installed, the TransCore and subconsultant KLD will test the system using "dummy" controllers. These are controllers that have mirror images of the controller databases in the field. The data feeds from the field are used to generate new signal timing plans that are then sent to the "dummy" controllers. This allows refinement of the system constraints. The test results will be documented and presented to the City. Upon acceptance, the system will be ready to go "live". Following acceptance testing, the system will be ready to "go live".

Task 8.6 ACDSS As-built & Documentation

The system manuals, training and installation guides will be provided to the City as part of the system documentation. The A-built report will describe the system installation, testing and initial results. This will be provided following the first month of system operation.

Task 8.7 ACDSS Training

A training session will be provided as a one-day session. The session will describe ACDSS and its features including the user interface, the configuration settings, and system operation and troubleshooting procedures.

Deliverables:

- Configuration and verification of web services data transfer
- Installation and configuration of software on server
- Technical memo/report detailing findings and providing recommended upgrades of detection along the deployment area
- Develop intersection graphics
- Set-up of timing and coordination parameters for intersections
- Field deployment of 8 intersections and adaptive operation
- System manuals, training and installation guides, and as-built report
- 2 offerings of a 1-day ACDSS training session

Software Licensing

As a component of this project the City will purchase a software license under the RFP licensing scenario 2, with expanded regional capabilities. This will allow other agencies in the Denver Metro area to procure an ATMS for their use without any license fee. The other agencies within the DRCOG region will be able to execute an identical license without any additional license costs, but any costs associated with software, hardware, support, and system implementation will be incurred by the deploying agency. Each agency will enter into separate contracts with TransCore based on cost information provided in the Cost Schedule of this contract.

The Vendor will provide the City with a license to operate the TransSuite software systems. The Vendor shall provide all necessary software licenses, including for database, middleware, and other third-party software, used for this project including installations of software in servers, workstations, and field laptops.

TransCore will execute a TransSuite Software License with the City of Denver. Based on the single regional license purchased by the City of Denver, any and all other deploying agencies will also execute a separate, yet identically termed TransSuite Software License.

Service and Maintenance Agreement; Software License

The Vendor will Execute with the City a Service and Maintenance Agreement, based on the document included in Exhibit B for years 2 through 5 to begin after the final acceptance. TransCore will provide a 1-year warranty for the supplied TransSuite software following Article 2 of the executed software license with the City.

Software Customization – Special Event Signal Timing (Optional)

The City may exercise the option to have the Vendor develop software customization to schedule and activate traffic signal timing plans during the management of special events and incidents.

The customized software will provide the tools for an appropriately privilege user to create a set up actions for TransSuite TCS, referred to as a ***Command List***. The Command List Editor will allow the user to create or edit a Command List and then insert a series of TransSuite actions into the Command List. Any action that can be put into the TransSuite TCS Scheduler will be available for insertion into one or more Command Lists. A user, with appropriate privileges, will be able to manually invoke a Command List or schedule the invocation of a command list. The user must assume that all commands in a command list will be executed at the same time, not necessarily in the order in which they appear in the Command List.

Payment Milestones

City and County of Denver: Request for Proposal 6999 - Advanced Transportation Management System					
Task Description	Cost Schedule Item	Unit	Qty	Unit Price	Extended Price
1.1 Updated Project Schedule and Work Scope	1	Mon	9	$ 1,457.14	$ 13,114.25
1.2 Monthly Invoices	1	Mon	9	$ 1,457.14	$ 13,114.25
1.3 Monthly Progress Reports	1	Mon	9	$ 1,457.14	$ 13,114.25
1.4 Bi-Monthly Progress Meetings	1	Mon	9	$ 1,457.14	$ 13,114.25
2.1 Central Hardware Specifications	3	LS	1	$ 18,342.00	$ 18,342.00
2.2 Communication System Validation Report	2	LS	1	$ 19,689.00	$ 19,689.00
2.3 Draft and Final System Requirements Documents	3	LS	1	$ 27,513.00	$ 27,513.00
2.4 System Integration & Deployment Plan including Configuration Management Plan	13	LS	1	$ 7,680.00	$ 7,680.00
2.5 Draft Operations & Maintenance Plan including Training	13	LS	1	$ 7,680.00	$ 7,680.00
2.6 Draft System Acceptance and Testing Plan	19	LS	1	$ 6,946.95	$ 6,946.95
3.1 Central Hardware and Software configured and installed in the City of Denver Traffic Engineering facilities.	6, 7	LS	1	$ 30,764.00	$ 30,764.00
4.1 400 existing signal controllers integrated and operational within TransSuite TCS.	6	LS	400	$ 108.81	$ 43,524.00
5.1 System-wide Map display	11	LS	1	$ 1,165.75	$ 1,165.75
5.2 10 Corridor Graphics	11	EA	10	$ 233.15	$ 2,331.50
5.3 400 Intersection graphics	11	EA	400	$ 43.72	$ 17,486.25
5.4 System and local intersection databases	11	LS	1	$ 2,331.50	$ 2,331.50
6.1 Submission of a system acceptance and validation plan	19	LS	1	$ 6,946.95	$ 6,946.95
6.2 Successful completion of Environmental Testing elements of ATP	19	LS	1	$ 4,631.30	$ 4,631.30
6.3 Successful completion of Functionality Testing elements of ATP	19	LS	1	$ 4,631.30	$ 4,631.30
6.4 Successful completion of Performance Testing elements of ATP	19	LS	1	$ 4,631.30	$ 4,631.30
6.4 Successful completion of Hardware Testing elements of ATP	19	LS	1	$ 4,631.30	$ 4,631.30
6.5 Successful completion of 30-day Error-free Operations	19	LS	1	$ 13,893.90	$ 13,893.90
7.1 Training Plan	20.1	LS	1	$ 3,988.20	$ 3,988.20
7.2 Draft Training Materials	20.1	LS	1	$ 3,988.20	$ 3,988.20
7.3 Final Training Materials	20.1	LS	1	$ 1,994.10	$ 1,994.10
7.4 Initial Training Sessions	20.1	LS	1	$ 9,970.50	$ 9,970.50
7.5 Post Installation Training Sessions	20.2	LS	1	$ 9,970.50	$ 9,970.50
8.1 Configuration and verification of web services data transfer	32.13, 32.22	LS	1	$ 37,000.00	$ 37,000.00
8.2 Installation and configuration of software on server	32.15, 32.22	LS	1	$ 25,750.00	$ 25,750.00
8.3 Technical memo/report detailing findings and providing recommended upgrades of detection along the deployment area	32.11, 32.23	LS	1	$ 23,500.00	$ 23,500.00
8.4 Develop intersection graphics	32.16, 32.23	LS	1	$ 21,625.00	$ 21,625.00
8.5 Set-up of timing and coordination parameters for intersections	32.16, 32.25	LS	1	$ 19,125.00	$ 19,125.00
8.6 Field deployment of 8 intersections and adaptive operation	32.17, 32.25	LS	1	$ 21,000.00	$ 21,000.00
8.7 System manuals, training and installation guides, and as-built report	32.19, 32.20	LS	1	$ 5,500.00	$ 5,500.00
8.8 2 offerings of a 1-day ACDSS training session	32.19, 32.20	EA	2	$ 2,750.00	$ 5,500.00
8.9 Optional - Review Historcal Supplemental Data	32.12	LS	1	$ 6,000.00	$ 6,000.00
8.10 Optional - Adapt Tools for Denver System	32.14, 32.24	LS	1	$ 33,000.00	$ 33,000.00
8.11 Optional - Before / After Study	32.18, 32.26	LS	1	$ 32,000.00	$ 32,000.00
Year 2 - Central Systen Support & Maintenance	15	LS	1	$ 35,000.00	$ 35,000.00
Year 3 - Central Systen Support & Maintenance	15	LS	1	$ 35,000.00	$ 35,000.00
Year 4 - Central Systen Support & Maintenance	15	LS	1	$ 23,987.00	$ 23,987.00
Year 5 - Central Systen Support & Maintenance	15	LS	1	$ 23,987.00	$ 23,987.00
Software License - TransSuite	4	LS	1	$ 120,000.00	$ 120,000.00
Software License - COTS Database	5	LS	1	$ 9,957.00	$ 9,957.00
Software License - COTS Workstation	9	EA	10	$ 285.00	$ 2,850.00
Software License - ACDSS	32.1	LS	1	$ 16,000.00	$ 16,000.00
Escrow Year 1	24	YR	1	$ 4,146.00	$ 4,146.00
Escrow Year 2	25	YR	1	$ 3,577.00	$ 3,577.00
Escrow Year 3	26	YR	1	$ 3,684.31	$ 3,684.31
Escrow Year 4	27	YR	1	$ 3,794.84	$ 3,794.84
Escrow Year 5	28	YR	1	$ 3,908.68	$ 3,908.68
Special Event Signal Timing - Requirement Document	36	LS	1	$ 14,379.30	$ 14,379.30
Special Event Signal Timing - New Build Version Created	36	LS	1	$ 14,379.30	$ 14,379.30
Special Event Signal Timing - Installed on-site in Denver	36	LS	1	$ 9,586.20	$ 9,586.20
Special Event Signal Timing - Verfication Testing Completed	36	LS	1	$ 9,586.20	$ 9,586.20
TransCore - Maintenance On-line Management	29	LS	1	$ 48,135.00	$ 48,135.00
				TOTAL COSTS	$ 919,146.33

Cost Schedule

Item	Description	RFP Reference Section(s)	City & County of Denver (up to 2,500 Traffic Signal Controllers)	≤ 50 Traffic Signal Controllers	51 - 150 Traffic Signal Controllers	151 - 500 Traffic Signal Controllers	501 - 1,000 Traffic Signal Controllers	> 1,000 Traffic Signal Controllers	Vendor Comments
			Cost to Operating Agency						
1	Project management.	3	$ 52,457.00	$ 15,000.00	$ 15,000.00	$ 22,000.00	$ 30,000.00	$ 40,000.00	
2	Existing communication system validation testing (optional by vendor).	5.2	$ 19,689.00	$ -	$ -	$ -	$ -	$ -	Note: Assume smaller system do not require communications verfication.
3	Furnish and install central system software, including database, middleware, and other 3rd party software. Please list in Vendor Comments section.	5.3	$ 45,855.00	$ 45,855.00	$ 45,855.00	$ 45,855.00	$ 45,855.00	$ 45,855.00	Note: Costs are for stand alone system installation. If any Jursidiction add controller under a new jurisdiction to an eixsitng City / County or DRCOG server, there is NO ADDITIONAL COST
4	Software licensing fee for central system.[1]	8.1	$ 120,000.00	$ -	$ -	$ -	$ -	$ -	1. License fee for DRCOG is a regional license that can be used for all agencies.
5	Software licensing fee for database, middleware, and other 3rd party software.[2]	8.1	$ 9,957.00	$ 9,957.00	$ 9,957.00	$ 9,957.00	$ 9,957.00	$ 9,957.00	Note: Costs are for stand alone system installation. If any Jursidiction add controller under a new jurisdiction to an eixsitng City / County or DRCOG server, there is NO ADDITIONAL COST
6	System configuration and integration.	5.3	$ 66,960.00	$ 20,290.91	$ 21,798.00	$ 50,000.00	$ 66,960.00	$ 66,960.00	Assume the same number of 400 intersections to be configured and integrated for systems sized to be greater than 400.
7	Data backup system, cabling, and networking hardware.[3]	5.7.1	$ 7,328.00	$ 7,328.00	$ 7,328.00	$ 7,328.00	$ 7,328.00	$ 7,328.00	Propose 5 portable harddisks, and automated scripts to complete daily back-ups and manually cycle harddisks to off-site location.
8	Hardware licensing fee for central system-related servers. Please explain in Vendor Comments section.	8.1	$ -	$ -	$ -	$ -			No additional costs for additional users
9	Workstation licensing fee. (quantity of 10) Please describe in Vendor Comments section.	8.1	$ 2,850.00	$ 285.00	$ 285.00	$ 285.00	$ 285.00	$ 285.00	COTs license costs per workstation
10	Concurrent user fee. Please describe in Vendor Comments section.	8	$ -	$ -	$ -	$ -			
11	Generate databases, maps, intersection graphics, configuration files, and integration.	5.6	$ 23,315.00	$ 6,603.97	$ 7,771.67	$ 21,195.45	$ 23,315.00	$ 23,315.00	Assume the same number of 400 intersections to have graphics developed for systems sized to be greater than 400.
12	Timing plan conversion for agency controllers with new firmware (ASC/3, ATC, 170, and 2070).	4.6	$ -	$ -	$ -	$ -			
13	System documentation.	7.4	$ 15,360.00	$ 11,520.00	$ 11,520.00	$ 11,520.00	$ 12,545.00	$ 15,360.00	
14	Central system software warranty (1st year)	8.2	$ -	$ -	$ -	$ -	$ -	$ -	
15	Central system software maintenance agreement (2nd year). For agencies other than Denver, assume 180 hours of support plus face-to-face visit per year.	8.3	$ -	$ -	$ -	$ -	$ -	$ -	
15	Year 2 - Regional System Software Maintenance (250 hours of support plus 3 on-site visits)		$ 35,000.00	$ -	$ -	$ -	$ -	$ -	Regional System Software Maintenance (250 pooled hours of support plus 3 on-site 1 - week visits)
15	Year 2 - Limited System Software Maintenance (installation of software updates, twice annually)		$ -	5,606.66	$ 5,606.66	$ 8,409.99	$ 9,811.66	$ 11,773.99	Assumes time to arrange a time with the individual jurisdiction, prepare the systems for upgrade (backup etc), deploy the upgrade and verify correct operation following upgrade.
16	Central system software maintenance agreement (3rd year). For agencies other than Denver, assume 180 hours of support plus face-to-face visit per year.	8.3	$ -	$ -	$ -	$ -	$ -	$ -	
15	Year 3 - Regional System Software Maintenance (250 hours of support plus 3 on-site visits)		$ 35,000.00	$ -	$ -	$ -	$ -	$ -	Regional System Software Maintenance (250 pooled hours of support plus 3 on-site 1 - week visits)
15	Year 3 - Limited System Software Maintenance (installation of software updates, twice annually)		$ -	$ 5,830.93	$ 5,830.93	$ 8,746.39	$ 10,204.12	$ 12,244.95	Assumes time to arrange a time with the individual jurisdiction, prepare the systems for upgrade (backup etc), deploy the upgrade and verify correct operation following upgrade.
17	Central system software maintenance agreement (4th year). For agencies other than Denver, assume 180 hours of support plus face-to-face visit per year.	8.3	$ 23,987.00	$ -	$ -	$ -	$ -	$ -	
15	Year 4 - Regional System Software Maintenance (250 hours of support plus 3 on-site visits)		$ -	$ -	$ -	$ -	$ -	$ -	Regional System Software Maintenance (250 pooled hours of support plus 3 on-site 1 - week visits)
15	Year 4 - Limited System Software Maintenance (installation of software updates, twice annually)		$ -	$ 10,000.00	$ 10,000.00	$ 15,000.00	$ 17,500.00	$ 18,895.68	Assumes time to arrange a time with the individual jurisdiction, prepare the systems for upgrade (backup etc), deploy the upgrade and verify correct operation following upgrade.
18	Central system software maintenance agreement (5th year). For agencies other than Denver, assume 180 hours of support plus face-to-face visit per year.	8.3	$ 23,987.00	$ -	$ -	$ -	$ -	$ -	
15	Year 5 - Regional System Software Maintenance (250 hours of support plus 3 on-site visits)			$ -	$ -	$ -	$ -	$ -	Regional System Software Maintenance (250 pooled hours of support plus 3 on-site 1 - week visits)
15	Year 5 - Limited System Software Maintenance (installation of software updates, twice annually)		$ -	$ 10,000.00	$ 10,000.00	$ 15,000.00	$ 17,500.00	$ 18,895.68	Assumes time to arrange a time with the individual jurisdiction, prepare the systems for upgrade (backup etc), deploy the
19	Central system software testing	6	$ 46,313.00	$ -	$ -	$ -			TransCore proposed to conduct the Full System Acceptance Testing, based on the submitted and approved ATP Test Plan on a single system deployment. All other partner system deployments will have System Verification Testing (small subset of full ATP). The Full ATP Testing be completed on another system at the Denver Price, if requested.
20	Training (central system)	7		$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 15,000.00	$ 15,000.00	
20.1	Training (central system) Regional Sessions - 2 - 4-day training sessions	7	$ 19,941.00	$ -	$ -	$ -			Includes 2 training sessions, 1 - Intitial, 2 - follow-up. Both sessions can be held multiple times during the same week for difering participants.
20.2	Training (central system) Regional Sessions - Extra 1-week Training Session	7	$ 9,970.50	$ 9,970.50	$ 9,970.50	$ 9,970.50	$ 9,970.50	$ 9,970.50	Includes travel and 4 additional day sessions of training (day sessions can be substituted with other requested activities)
21	Training (local firmware, if upgraded, or for new firmware)	8.4	$ -	$ -	$ -	$ -	$ -	$ -	
22	Installation (for updates and upgrades)*	8.4 & 8.4.1	$ -	$ -	$ -	$ -	$ -	$ -	
23	Technical support*	8.4 & 8.4.2	$ -	$ -	$ -	$ -	$ -	$ -	
24	Software escrow account (1st year)	1.20	$ 4,146.00	$ -	$ -	$ -			Escrow is not REQUIRED by TransCore, but is available and will be provided if requested on an individual system basis. A Regional Escrow is also an option to only maintain a single escrow copy for all partners.
25	Software escrow account (2nd year)	1.20	$ 3,577.00	$ -	$ -	$ -			Escrow is not REQUIRED by TransCore, but is available and will be provided if requested on an individual system basis. A Regional Escrow is also an option to only maintain a single escrow copy for all partners.
26	Software escrow account (3rd year)	1.20	$ 3,684.31	$ -	$ -	$ -			Escrow is not REQUIRED by TransCore, but is available and will be provided if requested on an individual system basis. A Regional Escrow is also an option to only maintain a single escrow copy for all partners.
27	Software escrow account (4th year)	1.20	$ 3,794.84	$ -	$ -	$ -			Escrow is not REQUIRED by TransCore, but is available and will be provided if requested on an individual system basis. A Regional Escrow is also an option to only maintain a single escrow copy for all partners.
28	Software escrow account (5th year)	1.20	$ 3,908.68	$ -	$ -	$ -			Escrow is not REQUIRED by TransCore, but is available and will be provided if requested on an individual system basis. A Regional Escrow is also an option to only maintain a single escrow copy for all partners.
	Sub-Total		$ 577,080.33	$ 168,247.97	$ 170,922.75	$ 235,267.33	$ 276,231.28	$ 295,840.79	

Cost Schedule

Item	Description	RFP Reference Section(s)	City & County of Denver (up to 2,500 Traffic Signal Controllers)	Cost to Operating Agency ≤ 50 Traffic Signal Controllers	51 - 150 Traffic Signal Controllers	151 - 500 Traffic Signal Controllers	501 - 1,000 Traffic Signal Controllers	> 1,000 Traffic Signal Controllers	Vendor Comments
29	Module for traffic signal asset management system (supports work order creation, work order tracking, scheduling, and inventorying). Please describe in Vendor Comments section.	4.5	$ 48,135.00	$ 48,135.00	$ 48,135.00	$ 48,135.00	$ 48,135.00	$ 48,135.00	Note: Costs are for stand alone system installation. If any Jurisdiction add controller under a new jurisdiction to an existing City / County or DRCOG server, there is NO ADDITIONAL COST
30	Module for Trafficware Synchro.	FR 9.0	$ -	$ -	$ -	$ -	$ -	$ -	Included in Base System
31	Module for traffic responsive operation. Please describe in Vendor Comments section.	FR 4.0	$ -	$ -	$ -	$ -	$ -	$ -	Included in Base System
32	Module for traffic adaptive operation. Please describe in Vendor Comments section.	4.5	See below for breakdown	See below for breakdown	See below for breakdown	See below for breakdown	See below for breakdown	See below for breakdown	License for KLD Module, License for ACS Lite firmware license for 25 controllers, and integration.
32	Firmware upgrade to enable ACS Lite MIBS	4.5	$ -	$ -	$ -	$ -	$ -	$ -	ASC Lite module license @ 2,500 per controller
32	ACDSS Module for traffic adaptive operation.	4.5	$ -	$ -	$ -	$ -		$ -	License for KLD ACDSS adaptive central software and server.
32.1	ACDSS DRCOG Regional License	4.5	$ 16,000.00	$ -	$ -	$ -	$ -	$ -	License for KLD ACDSS adaptive central software and server.
32.11	ACDSS Define Project Objectives & Detection (8.3)	4.5	$ 8,500.00	$ 8,500.00	$ 8,500.00	$ 8,500.00	$ 8,500.00	$ 8,500.00	License for KLD ACDSS adaptive central software and server.
32.12	ACDSS Define Project Objectives & Detection - Optional - Review Historcal Supplemental Data	4.5	$ 6,000.00	$ -	$ -	$ -	$ -	$ -	License for KLD ACDSS adaptive central software and server.
32.13	ACDSS System Configuration (8.1)	4.5	$ 24,500.00	$ 24,500.00	$ 24,500.00	$ 24,500.00	$ 24,500.00	$ 24,500.00	License for KLD ACDSS adaptive central software and server.
32.14	ACDSS System Configuration - Optional - Adapt Tools for Denver System	4.5	$ 23,000.00	$ -	$ -	$ -	$ -	$ -	License for KLD ACDSS adaptive central software and server.
32.15	ACDSS Installation (8.2)	4.5	$ 13,250.00	$ 13,250.00	$ 13,250.00	$ 13,250.00	$ 13,250.00	$ 13,250.00	License for KLD ACDSS adaptive central software and server.
32.16	ACDSS Integration & Testing (8.4, 8.5)	4.5	$ 13,250.00	$ 13,250.00	$ 13,250.00	$ 13,250.00	$ 13,250.00	$ 13,250.00	License for KLD ACDSS adaptive central software and server.
32.17	ACDSS as-built Memo on System Development and Deployment (8.6)	4.5	$ 8,500.00	$ 8,500.00	$ 8,500.00	$ 8,500.00	$ 8,500.00	$ 8,500.00	License for KLD ACDSS adaptive central software and server.
32.18	ACDSS as-built Memo on System Development and Deployment - Optional - Before / After Study	4.5	$ 22,000.00	$ -	$ -	$ -	$ -	$ -	License for KLD ACDSS adaptive central software and server.
32.19	ACDSS Training (8.7)	4.5	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	License for KLD ACDSS adaptive central software and server.
32.2	ACDSS Installation Direct Costs (8.3-8.7)	4.5	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	License for KLD ACDSS adaptive central software and server.
32.21	TransCore ACDSS Installation, Integration and Testing	4.5	$ -	$ -	$ -	$ -	$ -	$ -	Install, setup, configuration and testing.
32.22	TransCore ACDSS Configuration & Installation (8.1, 8.2)	4.5	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	Install, setup, configuration and testing.
32.23	TransCore ACDSS Software & Field Integation (8.3, 8.4)	4.5	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	Install, setup, configuration and testing.
32.24	TransCore ACDSS Software & Field Integation - Optional - Adapt Tools for Denver System	4.5	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	Install, setup, configuration and testing.
32.25	TransCore ACDSS Testing (8.5, 8.6)	4.5	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	Install, setup, configuration and testing.
32.26	TransCore ACDSS Testing - Optional - Before / After Study	4.5	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	Install, setup, configuration and testing.
33	Module for transit signal priority operation. Please describe in Vendor Comments section.	FR 4.0	$ -	$ -	$ -	$ -	$ -	$ -	Existing functionality to allow controller database entry and download and controller monitoring op priority operation.
34	Module for tablet PC and/or smartphone software (support upload/download to controllers in the field and synchronize database files with central system). Please describe in Vendor Comments section.	FR 1.0, FR 4.0	$ -	$ -	$ -	$ -	$ -	$ -	Note: Assume Remote Desktop connection from tablet to TransSuite workstation and perform all Upload / download functions
	Sub-Total		$ 294,135.00	$ 227,135.00	$ 227,135.00	$ 227,135.00	$ 227,135.00	$ 227,135.00	
35	Software customization for monitoring of bus lane and school zone flashers (if unavailable as a module or not part of COTS central system software). Refer to Item #21.[4]	4.5	$ -	$ -	$ -	$ -			Included in Base System
36	Software customization for activation of special event signal timing plans (if unavailable as a module or not part of COTS central system software). Refer to Item #22.[4]	4.5	$ 47,931.00	$ -	$ -	$ -			Note: Pricing assumes functionality is developed for Cityand County of Denver and/or DRCOG and will be provided to other agencies at no additional cost.
	Sub-Total		$ 47,931.00	$ -	$ -	$ -	$ -	$ -	
37									
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45									
	Sub-Total		$ -	$ -	$ -	$ -	$ -	$ -	
	Total Cost		$ 919,146.33	$ 395,382.97	$ 398,057.75	$ 462,402.33	$ 503,366.28	$ 522,975.79	

City and County of Denver
Request for Proposal 6999 - Advanced Transportation Management System
Exhibit B - Annual Service Agreement

Annual Service Agreement Effective Date: 01/01/2015
(Estimated, actual date TBD)
CITY AND COUNTY OF DENVER

1   AGREEMENT COVERAGE

Period of Coverage: 01/01/15 to 12/31/18 (estimated, actual date TBD)

2   SOFTWARE COVERAGE

Services will be provided under this service agreement for the following software applications:

- TransSuite® ATMS Map
- TransSuite® ATMS Explorer
- TransSuite® Traffic Control System (TCS)
- TransSuite® Unified Controller Manager (UCM)

All software listed above and covered under this service agreement is provided under and subject to Article 1 of this Agreement between TransCore ITS, LLC and the **CITY AND COUNTY OF DENVER**

3   GENERAL TERMS AND CONDITIONS

The purpose of this Annual Service Agreement is to provide support and applicable updates for the software components listed in Section 2, along with the option for additional work as discussed in Section 6 of this Annual Service Agreement. TransCore ITS, LLC is the developer of these products and as such can provide these services in the most cost effective manner.

3.1   The scope-of-services presented in this Annual Service Agreement (herein referred to as the "Service Agreement") are to be provided by TransCore ITS, LLC. (TransCore) to **CITY AND COUNTY OF DENVER** hereinafter referred to as the "Customer."

3.2   Neither TransCore nor the Customer will assign this Service Agreement or any right hereunder to any person, firm, or entity without the written consent of the other party. In addition, such consent will not be unreasonably withheld.

3.3   Neither party shall be responsible for delays or failures in performance resulting from acts beyond its control, such as labor strikes, fire, acts of war, terrorist attacks (or other casualties), communication line failures, electrical/power failures, or irregularities, and the like. The Customer shall be responsible for ensuring that all necessary communications lines are restored to proper operation before requesting on-site assistance under the provision of this Service Agreement unless it is for the purpose of troubleshooting system problems as noted in Section 4, Paragraph 3.

3.4   The Customer agrees not to engage in any recruiting efforts of TransCore's personnel without receiving written consent from the individual employee's management.

3.5   Any terms of this Service Agreement which are held to be invalid will be deleted, but the remainder of these terms will not be affected.

3.6   If either party becomes insolvent, is unable to pay its debt when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, the other party may cancel any unfulfilled obligations.

3.7   Neither party's failure to exercise any of its rights under this Service Agreement will constitute or be deemed a waiver or forfeiture of those rights.

3.8   Any changes, additions, and enhancements in the form of new or partial programs or documentation as may be provided under this Service Agreement shall remain the proprietary property of TransCore. The License Agreement specified above will include under its proprietary restrictions any such additional programming and documentation provided under this Service Agreement.

3.9   This Service Agreement and any attachments constitute the entire agreement between TransCore and the Customer relating to software maintenance and supersedes any previous communications, representations, or agreements between the parties, whether oral or written, regarding software maintenance.

3.10   No waiver, change, or modification of any term or condition of this Service Agreement, shall be effective unless in writing and signed by an authorized representative of each party. No representations or statements made by any representative of TransCore or the Customer which are not stated herein shall be binding. The provisions stated herein constitute the entire agreement between the parties with respect to Software Support Services and the terms and conditions outlined here supersede those of all previous agreements and terms, and the procurement of Software Support Service.

3.11   This Service Agreement shall be binding when accepted and signed by duly authorized representatives of the Customer and TransCore. Each party's authorized representative's signature on this Service Agreement will constitute both parties acceptance of this Service Agreement, which may not be changed except by an amendment signed by authorized representatives of each party.

4   SERVICE AGREEMENT LENGTH OF SERVICES

4.1   **Service Agreement Duration** – The time period within this Service Agreement for the rendering of Software Support Services by TransCore to the Customer shall be as stated in Article 1 above and shall be automatically renewed for an additional year unless either party gives at least thirty (30) days prior written notice to the other that such maintenance and support services are not to be renewed.

4.2   **Service Agreement Termination** – The Customer or TransCore may terminate this Service Agreement at any time within the Service Agreement period under the following conditions:

-       the party desiring to terminate the agreement must submit written notification to such effect to the other party at least thirty (30) days prior to the desired Service Agreement termination date; and
-       the Customer is responsible for full payment of any services rendered by TransCore prior to the date of termination.

In the event of termination of the License Agreement specified above, through default by the Customer, TransCore's obligations under this Service Agreement shall immediately end.

TransCore may terminate this Service Agreement for cause if the Customer fails to comply with any of the terms and conditions of this Service Agreement or with any of the terms and conditions of the License Agreements for any of its software products. In addition, TransCore may terminate this Service Agreement in the event of default by the Customer.

The Customer may terminate this Service Agreement for cause if TransCore fails to comply with any of the material terms and conditions of this Service Agreement. The Customer will provide TransCore thirty (30) days written notice to cure the default. If within the thirty day period, TransCore has not proceeded with a cure, the Customer may terminate the Service Agreement.

4.3   **Service Agreement Hours of Operation and Response Times** – TransCore's services hereunder are provided on an *ad hoc* time and materials basis at the Customer's request. TransCore personnel will be available for

telephone consultations/inquiries and/or on-site visits as the situation demands and staff availability permit. The primary hours for services will be during our regular business hours Monday thru Friday, 8:00 AM thru 6:00 PM Eastern Time.

Services outside these normal operating hours, including nights, weekends, and holidays, will be provided as staff availability permits. The Customer will be required to contact appropriate TransCore personnel in these cases. TransCore staff contacts, and after hours contact numbers, are listed in Attachment A.

TransCore personnel will respond to Customer requests for Software Support Services within a reasonable time period. During regular business hours, TransCore will begin to provide services to the Customer within twenty-four (24) hours of the request. During emergency situations, during regular business hours, TransCore will begin to provide services to the Customer within four (4) hours of official notification when possible. Outside normal business hours, TransCore will make every effort to provide services to the Customer within eight (8) hours of official notification when possible and dependent upon the availability of a responsible TransCore employee.

5   SERVICE AGREEMENT COST AND PAYMENT

5.1   The total amount of this Service Agreement shall be at the lump sum of $35,000 for Year 2; $35,000 for Year 3; $23,987 for Year 4; and $23,987 for Year 5 of the Agreement plus any amounts which may become due because of Additional services contracted by the Customer to TransCore under the terms of this Service Agreement. The annual amounts are to be paid at the beginning of each annual service period.

5.2   All Service Agreement Support and Software Support Services to be provided by TransCore, whether planned or an emergency, shall be covered under this Service Agreement at the cost listed above. Services not covered within this Service Agreement are subject to TransCore's standard time and material rates, which are included at Attachment B.

5.3   Payment of the annual Service Agreement fee (as outlined in #1 above) shall entitle the Customer to specified application software maintenance support services by TransCore based on the terms and conditions set forth within this Service Agreement.

5.4   If the Customer fails to pay any additional support fees (services not covered under this Service Agreement but requested by the Customer at TransCore's standard time and material rates), or fails to perform under this agreement with TransCore after 10 days written notice, TransCore reserves the right to withhold services pending full payment of fees or compliance with these terms by the Customer. If TransCore fails to respond to the Customer within 10 days of verbal correspondence, the Customer has the option to terminate this agreement.

5.5   TransCore will submit itemized cost invoices to the Customer for prior approval of Additional services rendered (services not covered under this Service Agreement, but requested by the Customer at TransCore's standard time and material rates). All charges for Additional services are payable by the Customer as a net amount due in thirty (30) days from the date of the invoice.

5.6   Time and Materials Rates are as per Attachment B.

5.7   Corrections for difficulties or defects traceable to Customer errors or system changes will be billed at TransCore standard time and material rates.

6 SERVICE AGREEMENT SCOPE-OF-SERVICES

6.1   Coverage – The software covered under this Service Agreement is that software outlined in Section 2 of this Service Agreement. Any corrections or alterations to or new versions of the Software that TransCore may deliver to the Customer under this Service Agreement shall be limited to one (1) copy of the source code and documentation (if new documentation is appropriate).

6.2   Services to be Performed – TransCore will support the Customer in the maintenance and operation of their TransCore software as outlined in Section 2. This support includes items as defined in the software maintenance agreement items of the Cost Schedule, and may span a broad range of services including, but not limited to, technical consulting, troubleshooting and diagnosis of problems, software defect correction, periodic or preventive maintenance, software version upgrades, training, system expansion, and/or system enhancement.

6.3   Software Installation Scheduling – TransCore will install any and all software modifications and/or programs for portions thereof on the Customer' systems only at times mutually agreeable between both parties.

6.4   Documentation – TransCore will maintain a log of the Customer' user requests/errors/problems.

6.5   Cost Accounting and Invoicing *(For Time and Materials Work ONLY)*– TransCore will track time and material costs and generate monthly Service Agreement invoices through our job cost accounting system. This monthly Service Agreement invoice will reflect the current time and materials cost for the invoice period and the total time and materials cost over the duration of the Service Agreement to date.

7 WARRANTY

TransCore does not warrant that the operation of its software products will be uninterrupted or error-free. TransCore will place the highest emphasis on resolving problems within a mutually agreed upon time period.

THE EXPRESS WARRANTIES, IF ANY, CONTAINED IN THIS SERVICE AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY CONTRACTOR. TRANSCORE SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE, OR PAST DEALINGS BETWEEN THE PARTIES.

8 CUSTOMER RESPONSIBILITIES

8.1   The Customer shall have an assigned individual to serve as liaison between the Customer and TransCore. The Customer acknowledges its obligation to provide personnel having sufficient skills and experience to operate and manage the equipment and/or programs being provided to obtain the desired results.

8.2   The Customer shall be exclusively responsible for the supervision, management, and control of its use of the TransCore software including, but not limited to the following:
-        assuring proper configuration, program installation, audit controls, and operating methods;
-        establishing adequate backup plans based on alternate procedures in the event of computer system malfunction;
-        implementing sufficient procedures and checkpoints to satisfy its requirements for security and accuracy of input and output as well as restart and recovery in the event of malfunction;
-        informed use of the output insofar as technical expertise or professional judgment is required; and
-        maintenance and distribution of system passwords.

8.3   The Customer is responsible for the security of its proprietary and confidential information and for maintaining a procedure external to the software products to reconstruct lost or altered Customer files, data, or programs.

8.4   Before execution of on-site support service by TransCore, the Customer shall make reasonable efforts to have a representative of the Customer available at the time these services are provided. TransCore will accept written approval, if a representative is not available, so as to have on-site access to the system for support purposes. TransCore will be held harmless for all circumstances arising from this access that would normally be the domain of the Customer or its designated representative including but not limited to shortages, loss, damages or destruction of Customer property. TransCore upon discovery of such facts shall report said items to the Customer before beginning maintenance of system items.

8.5   The Customer shall notify TransCore if software products are being used in an environment or location, which the Customer reasonable believes, poses a potential health and/or safety hazard to TransCore employees or subcontractors.

8.6   The Customer shall maintain the hardware and software products in its system at the prescribed revision levels while TransCore's Software Support Services are in-effect at TransCore's discretion.

8.7   The Customer shall provide TransCore access to and use of all information and facilities determined necessary by TransCore to support the software.

8.8   The Customer acknowledges that all TransCore software and/or changes, improvements, revisions or updates made to TransCore software are the sole and exclusive property of TransCore and may be provided by TransCore to others.

8.9   The Customer agrees to provide TransCore with dumps, as requested, and with sufficient support and test time on the Customer' computer system to duplicate the problem, certify that the problem is indeed with TransCore's Software, and to certify that the problem has indeed been fixed or a suitable work-around devised.

8.10   The Customer agrees to install and maintain, for the duration of the Service Agreement, internet access and a Customer VPN account at the host computer.

ATTACHMENT A

Edward Heller
Cell Phone404-725-8675
e:mail: edward.heller@transcore.com

Keith Patton
Cell Phone: 678-361-5332
Email: keith.patton@transcore.com

A.1.a.1 TransCore TIME AND MATERIAL RATES

The following rates are effective as follows:

The following rates are effective through December 31, 2015

	CY2013	**CY2014**	**CY 2015**	**Beyond 2015 TBD**
Project Manager II (K. Patton)	$191	$197	$203	
Software Engineer II (E. Heller	$160	$165	$170	
Communications Specialist II (R. Jacobs)	$160	$165	$170	
Software Engineer I (J. Pak)	$127	$131	$135	
Programmer/Analyst II (J. Martin)	$106	$109	$113	

Travel Costs will be as provided in accordance with Government Travel Regulations

Materials will be provided at cost with a 15% mark-up

Specific Upgrade Fees:

In addition to the below options, All labor and direct costs for installing and troubleshooting version upgrades will be at the above-shown Time and Materials Rates

- Annual Upgrade Fee = $5,000 if customer is within 2 versions of current version.
- Annual Upgrade Fee = $2,500 if customer is within 2 versions of current version and they agree to be the initial "Beta Test" for the new major version.
- Annual Upgrade Fee = $7,500 if customer is older than 2 versions of current version (basically a 50% re-instatement fee).
- Annual Upgrade Fee may be waived if customer is doing a significant software development project that adds new functionality to TransSuite TCS.

Payment of any of the above fees enables customer to get all minor or major version updates for 1-year from receipt of payment to TransCore. (We are assuming 1 or 2 major upgrades come out per year - i.e. 6.X to 7.X and 1 minor upgrade per quarter - i.e. 6.1 to 6.2.) The customer would be entitled to get any and all upgrades that come out in that 1-year period.

Customer would be entitled to receive new update even after 1-year period ends as long as the official release date of the version is dated prior to their 1-year period ending.

CERTIFICATE OF LIABILITY INSURANCE

ACORD®

DATE (MM/DD/YYYY)
12/18/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Brittany Beck		
Commercial Lines - (404) 923-3700	PHONE (A/C, No, Ext): 404-923-3549		FAX (A/C, No): 877.362.9069
Wells Fargo Insurance Services USA, Inc.	E-MAIL ADDRESS: brittany.beck@wellsfargo.com		
3475 Piedmont Road NE, Suite 800	INSURER(S) AFFORDING COVERAGE		NAIC #
Atlanta, GA 30305-2886	INSURER A : National Union Fire Ins. Co. of Pittsburgh, PA		19445
INSURED	INSURER B : See attached schedule		
Roper Industries, Inc; A Parent Company	INSURER C :		
Transcore ITS, LLC	INSURER D :		
8158 Adams Drive	INSURER E :		
Hummelstown, PA 17036	INSURER F :		

COVERAGES   CERTIFICATE NUMBER: 6997455   REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY X PRO-JECT ☐ LOC			5076394	04/01/2013	04/01/2014	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	**AUTOMOBILE LIABILITY**			2714497 (AOS)	04/01/2013	04/01/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
A	X ANY AUTO			2714498 (MA)	04/01/2013	04/01/2014	BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X 2,500 Comp X 2,500 Coll							$
A	X UMBRELLA LIAB X OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED X RETENTION $ 25,000			20562069	04/01/2013	04/01/2014	EACH OCCURRENCE	$ 50,000,000
							AGGREGATE	$ 50,000,000
								$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	See attached			X WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability (E&O) Claims Made			018777757	04/01/2013	04/01/2014	$15,000,000 per occ / agg.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City and County of Denver, its elected and appointed officials, employees and volunteers are named as additional insured with regards to the commercial general liability policy and the business auto liability policy.

CERTIFICATE HOLDER	CANCELLATION
City and County of Denver Department of Public Works 201 W Colfax, Dept #611 Denver, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE *Jeanne Brandon*

The ACORD name and logo are registered marks of ACORD

ACORD 25 (2010/05)

(This certificate replaces certificate# 6992696 issued on 12/18/2013)

Workers' Compensation and Employer's Liability Summary

Roper Industries, Inc.; A Parent Company
4/1/2013 – 4/1/2014

E.L. Each Accident/E.L. Disease – Each Employee/E.L. Policy Limit - $1,000,000

New Hampshire Insurance Company
Policy # 39901064   (All Other States)

New Hampshire Insurance Company
Policy #39901068 (Arizona, Georgia)

New Hampshire Insurance Company
Policy #39901069 (Illinois, Kentucky, North Carolina, New Hampshire, Utah)

New Hampshire Insurance Company
Policy #39901070 (New Jersey, Pennsylvania)

New Hampshire Insurance Company
Policy #39901071 (Nevada)

National Union Fire Insurance Company of Pittsburgh, PA
Policy #39901065 (California)

Illinois National Insurance Company
Policy #39901066 (Florida)

Illinois National Insurance Company
Policy #39901067 (Massachusetts, Wisconsin & Stop Gap)

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL   **CITY AND COUNTY OF DENVER**

ATTEST:

                                                 By_____

_____

APPROVED AS TO FORM: REGISTERED AND COUNTERSIGNED:

                                                 By_____

By_____

                                                 By_____

Contract Control Number: PWADM-201314013-00

Contractor Name: Transcore ITS, LLC

By: _Michael R Mauritz_ (signature)

Name: _Michael R. Mauritz_
(please print)

Title: _Senior Vice President_
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)