PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is hereby made and entered into this _____ day of _____, 2017, by and between the Lexington-Fayette Urban County Government, an urban county government located in Lexington, Kentucky (hereinafter referred to as the LFUCG), and Traffic Control Products, Inc. (TCP), (hereinafter referred to as "Provider"), on the terms, conditions and provisions as set forth herein below. All references to "Contractor" shall mean "Provider".

I.   PROJECT NAME, DESCRIPTION, AND EXHIBITS

This project includes an agreement to provide a Central Advanced Traffic Management System with software, related hardware, and related services. The terms and conditions set forth in RFP #18-2017 (the "RFP"), Central Advanced Traffic Management System (CATMS), regarding LFUCG's traffic signal operations shall govern this Project. The following documents are attached hereto and incorporated herein by reference as if fully stated:

Exhibit A - Scope of Work
Exhibit B - Breakdown of Costs
Exhibit C - The RFP
Exhibit D - Provider's Response to the RFP
Exhibit E – Provider's Standard Warranty In the event of a conflict between contract documents, the terms and conditions set forth in the Scope of Work shall govern, followed by this Agreement, the RFP, and then Provider's Response to the RFP.

II.   DUTIES OF PROVIDER

A. Provider agrees to render professional services to LFUCG, as set out and more fully described in the Scope of Work relative to the above-referenced project that is illustrated in Exhibit "A" attached hereto.

B.   Provider designates Terry Stanoch, Vice President, whose business address and phone number is 4565 Glenbrook Rd. Willoughby, OH 44094, (440) 951-8929 as its project manager and contact person for this project. Provider acknowledges and agrees that its employees or agents are not employees of LFUCG for any purpose whatsoever.

C. Provider agrees to maintain records and accounts, including personnel, financial and property records, sufficient to identify and account for all costs pertaining to the project and certain other records as may be required by LFUCG to assure a proper accounting for all project funds. These records shall be made available to the LFUCG for audit purposes and shall be retained for a period of five (5) years after the expiration of this Agreement.

D. Necessary services must be completed in their entirety by Provider within one (1)

year from the issuance of the NTP. Provider and LFUCG may extend the time period of this Agreement beyond the termination date when mutually agreeable by the parties.

III.   DUTIES OF LFUCG

A. LFUCG designates David Filiatreau, PE, PTOE, whose business address and phone number is 101 E. Vine Street, Suite 300, Lexington, KY 40507, (859) 258-3491 as its contact person for this project, who shall provide a notice to proceed and such other written authorizations as are necessary to commence for proceed with the project and various aspects of it. Regarding project tasks for which Provider personnel have been engaged to assist LFUCG personnel, LFUCG shall be responsible for the supervision, management, technical direction, and control of LFUCG personnel.

B. The Project Manager shall:

1. Review and make appropriate recommendations on all requests submitted by Provider for payment for services and work provided and performed in accordance with this Agreement;

2. Provide all criteria and information requested by Provider as to LFUCG's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;

3. Upon request from Provider, assist Provider by placing at Provider's disposal all available information in LFUCG's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to the Project;

4. Arrange for access to and make all provisions for Provider to enter the Project site to perform the services to be provided by Provider under this Agreement and

5. Provide notice to Provider of any deficiencies or defects discovered by LFUCG with respect to the services to be rendered by Provider hereunder.

IV.   COMPENSATION AND PAYMENT

A. LFUCG shall pay Provider an amount not to exceed $835,500.00 for services as specified in the Scope of Services, attached hereto and marked as Exhibit "A". A more detailed breakdown and description of costs and payment milestones as specified in the Breakdown of Costs is attached hereto and marked as Exhibit "B".

B. INCREASE OF FEES

Following execution of this Agreement, Aany contract amendment or project-related purchase which, increases the original contract price fee shall require prior approval from the LFUCG Urban County Council. No contract amendment or project-related purchase shall be structured as to avoid this prior legislative approval requirement.

V.   OWNERSHIP OF INSTRUMENTS OF SERVICE

All services rendered by Provider under this Agreement, and the product or proceeds of such Services, including any and all information and data owned or controlled by LFUCG, manifested in programs and documentation purchased, produced, or delivered to or on Client's behalf ("Work Product") shall belong to and be owned by LFUCG upon Provider's receipt of payment in the manner set forth in Exhibit B.

Provider shall retain sole and exclusive ownership, right, title and interest, including ownership of copyright, with respect to Provider's Intellectual Property. LFUCG shall not reuse at another site or make any modification to the documents without the prior written authorization of the Provider.

VI.   ADDITIONAL SERVICES

In the event additional services for the aforementioned project not covered under this Agreement are required, Provider agrees to provide the required services only at terms mutually agreed upon by Provider and LFUCG in writing.

If LFUCG desires to change the services covered by a Scope of Work or wishes to obtain additional Services not listed in a Scope of Work, LFUCG's Project Manager shall so advise Provider in writing within thirty (30) days' of the requested change. Provider shall perform such services pursuant to the written modified agreement. Pursuant to Subsection B of this Agreement, any written modification of a Scope of Work that results in any increase in fees will require prior legislative approval from the LFUCG Urban County Council.

VII.   INSURANCE REQUIREMENTS

Provider shall carry professional liability insurance in the minimum amount of $1 million per occurrence, $2 million aggregate or $2 million combined single limit and shall carry workers' compensation insurance in accordance with the statutory requirements of the State of Ohio.

VIII. INDEMNIFICATION

The Risk Management Provisions set forth in the RFP shall remain in full force and effect for the duration of this Agreement.

IX. TERM AND TERMINATION OF AGREEMENT

This Agreement is effective for a period of one (1) year from the date on which it is accepted by LFUCG, and may be renewed for an additional one (1) year term upon mutual agreement, provided that it has not been terminated. The warranty and support provisions of RFP #18-2017 shall continue for a period of three (3) years and are subject to renewal upon mutual agreement. The terms and conditions of provider's standard warranty (Exhibit D) shall be in addition to and not in derogation of other rights and privileges that LFUCG may have at law or under any other instrument, including any manufacturer's warranties or special warranties contained in a separate instrument.

LFUCG may terminate the Agreement only upon written notice to Provider of such termination and specifying the effective date at least thirty (30) days prior to the effective date of such termination. If the Agreement is terminated by LFUCG in the manner provided herein, Provider will be compensated for services rendered to the date of termination.

X. TIME; DEFAULT; OPPORTUNITY TO CURE

Should Provider be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Provider, and not due to its own fault or neglect, including but not restricted to acts of nature or of a public enemy, unforeseeable acts of the national, state or local government, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Provider shall notify LFUCG in writing within ten (10) working days after commencement of such delay, stating the specific cause or causes thereof. LFUCG shall not refuse to accept delivery by reason of delays occasioned by *force majeure*. Any delay resulting from *force majeure* shall correspondingly extend the time for performance by Provider.

Notwithstanding the above, a party's failure to comply with any term or condition under this Agreement shall entitle the other party to give the party in default written notice requiring it to make good such default. If the party in default has not cured such default within thirty (30) days after receipt of written notice, the notifying party shall be entitled, in addition to any other rights it may have under this Agreement or otherwise by law, to terminate this Agreement by giving written notice to take effect immediately. The right of either party to terminate hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

XI. GENERAL CONDITIONS

A. Non-discrimination. Provider shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, or disability as recognized

under The Title VII of the Civil Rights Act of 1964, race, color, religion, sex or national origin.

B. <u>Captions</u>. Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.

C. <u>Applicable Laws</u>. Parties to this Agreement shall conform with all existing and applicable city ordinances, resolutions, state laws, federal laws, and existing and applicable rules and regulations. Kentucky law will govern the terms and the performance under this Agreement.

D. <u>Interest of the LFUCG</u>. No elected official or any officer or employee of the LFUCG shall have a financial interest, direct or indirect, in any LFUCG Agreement. Any violation of this section with the knowledge of the person or corporation contracting with the LFUCG shall render the Agreement voidable.

E. <u>Interest of the Provider</u>. The Provider covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this Agreement; he further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

F. <u>Merger</u>. This Agreement shall not be merged into any other oral or written agreement, lease or deed of any type. This is the complete and full agreement of the parties.

G. <u>Modification</u>. This Agreement contains the entire Agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

H. <u>Assignment</u>. The Provider may not assign its rights under this Agreement without the express prior written consent of the LFUCG.

I. <u>Strict Compliance</u>. All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized representative.

J. <u>Use of E-Verify Program</u>- Provider is required and hereby agrees to use a federal immigration verification system, https://www.uscis.gov/e-verify, to determine the work eligibility status of new employees physically performing services within the State of Kentucky. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

K. <u>Debarment or suspension by any federal agency. (This section applies if any part of this Agreement is funded by a federal agency.)</u> Office of Management and Budget (OMB) guidelines require that any individual or

entity that has been placed on the Excluded Parties List System ("EPLS" - available for review through www.sam.gov) may not be a participant in a federal agency transaction that is a covered transaction or act as a principal of a person participating in one of those covered transactions. These guidelines apply to covered transactions under a grant from any federal agency for which a recipient expects to receive reimbursement for expenditures incurred or an advance on future expenditures.

The Contractor providing goods and/or services to LFUCG certifies, by acceptance and execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees, by accepting and executing this Agreement, that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Contractor or any lower tier participant is unable to certify this statement, it shall attach an explanation to this Agreement.

L. During the performance of this contract, Provider agrees as follows:

1.   The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. The Contractor shall ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex or national origin. As used herein, the word "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or by other means; compensated; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.

2.   The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3.   The Contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the Contractor's commitments under the Equal Employment Opportunity Clause of the LFUCG and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4.   The Contractor shall furnish to the human rights and relations

director all Federal forms containing the information and reports required by the Federal government for Federal contracts under Federal rules and regulations, and including the information required by Sections 10-192 to 10-194, inclusive, and shall permit reasonable access to his records. Records accessible to the human rights and relations director shall be those which are related to Paragraphs (1) through (7) of this subsection and only after reasonable notice is given the Contractor. The purpose for this provision is to provide for investigation to ascertain compliance with the program provided for herein.

5. The Contractor shall take such actions with respect to any subcontractor as the LFUCG may direct as a means of enforcing the provisions of Paragraphs (1) through (7) herein, including penalties and sanctions for noncompliance; however, in the event the Contractor becomes involved in or is threatened with litigation as the result of such directions by the LFUCG, the LFUCG will enter into such litigation as necessary to protect the interests of the LFUCG and to effectuate the provisions of this division; and in the case of contracts receiving Federal assistance, the Contractor or the LFUCG may request the United States to enter into such litigation to protect the interests of the United States.

6. The Contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the Contractor in the same form and to the same extent as required by the Federal government for Federal contracts under Federal rules and regulations. Such compliance reports shall be filed with the human rights and relations director. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and his subcontractors.

7. The Contractor shall include the provisions of Paragraphs (1) through (7) of this Section, "Equal Employment Opportunity Clause", and Section 10-193 in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

EXECUTED this_____day of_____, 2017.

_____   _____
Attest   Provider

                                       _____
                                       By

                                       _____
                                       Title

EXECUTED this____day of_____, 2017.

_____   _____
Attest   LFUCG

                                                                          _____
                                                                          By

                                                                          _____
                                                                          Title

_____
                        Date

EXHIBIT "A"

SCOPE OF WORK

1. SCOPE OF WORK

Central ATMS Installation Test

The Team is prepared to provide the state-of-the-art CATMS software, MaxView, to meet the LFUCG's requirements. The MaxView software runs on standard Windows servers and can accessed from any workstation running a modern web browser such as Internet Explorer or Firefox. The Team will install and integrate the ATMS hardware and software, as well as provide testing and training as outlined below. ALL configuration data in MaxView is stored in a SQL Server database making server redundancy and backup an easy, familiar process. The Team firmly believes that MaxView is the best solution for the LFUCG as our software has been built from the ground up rather than adapting legacy solutions to meet current standards. This design means MaxView comes with all the expectations of a modern solution without the weight of legacy problems.

The Team will work with LFUCG staff to determine the best standard deployment processes. Throughout the contract life, the Team's Project Manager will coordinate with the LFUCG project contact to ensure proper procurement procedures are followed and that LFUCG's objectives and goals are met.

Intelight will work with LFUCG and the agency IT department (if desired) for a smooth and safe integration into the LFUCG network. MaxView is built on industry standard components that are used by millions of users worldwide. For this reason, the system is very secure and integrates well into existing Windows based systems and networks.

Central System Installation

Once the necessary server equipment has been provided, the MaxView installation and configuration will begin.

Intelight will install and configure all MaxView software. Initial system setup (ready for controller integration) is typically completed within one day.

MaxView delivers several unique advantages during system deployment, management and upgrade cycles due to the underlying technologies on which it is based and the core system architecture. Specifically these are:

- Simple server installation and deployment – The MaxView server installation is contained in a single self-executing installer that verifies all pre-requisites and then installs the MaxView services and provisions an empty default database.

- Industry standard monitoring and deployment tools – All MaxView application and field communications services are hosted within Microsoft Internet Information Server. Microsoft IIS is a leading enterprise ready web server that securely powers hundreds of thousands of websites every day.

- No client installation requirements – As MaxView is a true thin client there is no need to install or configure any client software on the MaxView workstations. The only client requirement is a PC or Mac with a modern web browser and the Microsoft Silverlight plugin.

- Self-describing database editor metadata – When connected to a controller running MaxTime, the MaxView service receives an XML file from MaxTime that essentially self-describes the set of database tables that it has available when it is first connected to the system. This simplifies deployment when a large number of intersections are deployed— especially when multiple firmware versions are running in the field. With this functionality intersections in the field can be upgraded without the worry of coordinating an equivalent upgrade in the central system.

MaxView supports a variety of physical hardware configurations depending on the specific agency requirements.

In any given installation the system will include field controllers, a MaxView server and MaxView clients, all of which will be deployed on the agency's network. Typically all components of the system will be deployed on an internal LAN and protected from the open Internet by a firewall. Remote clients can then gain access to the system through a VPN connection to the private LAN.

Phased Approach

Because the LFUCG currently operates approximately 400 signalized intersections and is pursuing upgrades to the traffic signal controller local software in parallel to this project, a phased approach to integrating the traffic signals and other ITS devices into the MaxView CATMS software is necessary. Following such a phased approach will allow the LFUCG to continue to operate traffic signals and ITS devices using the existing software while migrating groups of devices to the MaxView system. To affect this phased approach the Team's project manager will work with the LFUCG's project manager to identify and prioritize groups of signals and ITS devices that can be moved off the existing system and to MaxView. This prioritization process will result in a schedule showing when particular groups of devices will become operational under MaxView. Those devices that have not been migrated to MaxView will continue to be monitored and controlled through the LFUCG's existing software.

Database Conversions

Our team will do timing conversions from the existing controller databases to MaxTime controller databases. Timing databases will be programmed off-site from the existing timing sheets and will be tested in both the Windows and Linux (Local Controller) versions of MaxTime. We understand that clearance calculations may need to be verified. Our database conversions will be completed with a team of field and timing experts led by Whitney Nottage, who has overseen over 4,000 database conversions in Georgia. We will work with LFUCG to develop an efficient conversion process that meets the needs of the agency and ensures a quality project.

Our team has extensive experience with database conversions. Two different software platforms frequently require very different programming to achieve the same operation. We understand that when converting from one software to another the key is understanding the existing operation. The main goal of our team will be to duplicate the existing operation during the conversions. Throughout the process we will provide input and feedback on features and functions that may be used to optimize an intersection, if desired. Anticipated steps within the conversion process are:

- Review of existing database and submission of questions to the agency about the existing operation (if any)

- Initial database conversion by team

- QAQC of database in Windows emulator

- Review of database conversion by a PE/PTOE

- Submission of database to LFUCG for review

- Address agency comments

- Bench test final database on a Linux controller

We support the major project goals which include, but are not limited to, the following:

- Forming a long-term support partnership with Agency's staff

- Providing the Agency with true, open architecture NTCIP and ATC compliant products. We offer the Agency full, unrestricted access to our NTCIP MIBS, ATC APIs, and other relevant tools needed to interface with our software and hardware. This would enable the

Agency to easily install third-party software on Intelight controllers in the future, if so desired

- Providing the Agency with a reliable, innovative product that we will continue to back with first class support

- Providing future product innovation and adaptation to current industry (IT Industry) technologies

- Continuing to provide customer driven development and configuration of products for ease of use, maintenance, cost-effective solutions, and enhanced functionality

- Providing quick response, effective local and remote customer support driven by service oriented business model

Local Controller Software and Rack-mounted CPU Modules

The Team is prepared to provide at least 425 Intelight 1C CPU modules running the latest version of MaxTime at a rate of fifty (50) per month.

MaxTime is a Linux-based local software that meets the current ATC standard, version 5.2b. We understand LFUCG's desire to keep up with emerging technologies, so it is important to note that MaxTime is also compliant with the ATC's latest draft standard, version 6. MaxTime is compatible with the proposed CATMS in this response, MaxView.

We propose updating the LFUCG's (and partner Agencies') 2070 traffic signal controllers with Intelight 2070-1C modules with MaxTime local software. Intelight can also install our MaxTime local controller software on other vendor's 1C modules if the following conditions are met:

- Third-party vendor 2070-1C carrier and engine boards are ATC 6.10 (Draft) compliant with a minimum of 32 MB Flash Memory (common)

- Per the ATC 6.10 (Draft) specification, the third-party vendor will provide Intelight the platform's board support package

Intelight's ATC 2070-1C modules have been successfully used in multiple vendors 2070 controller chassis with various 2070 modules installed.

If LFUCG has custom cabinet standards, Intelight will also add a standard I/O Module for LFUCG 33X cabinets to facilitate faster controller change outs and database conversions. Once selected, the default individual I/O pin functions can be user configured from the Web UI or front panel for special cabinet configurations.

Training

Intelight will provide training for both the local controller software, MaxTime, and the central ATMS software, MaxView. Our team will work with LFUCG to schedule training at a time that is acceptable to the agency. .

Development of Training Materials

Our team will develop the appropriate training materials for the desired training sessions. A draft version of the training materials will be provided to the agency for review and comment. The Team will finalize these materials based on the comments received.

Conduct Training

Training will be performed at the LFUCG designated facilities and will be presented in English. Intelight will cater training to be delivered utilizing the equipment provided by the LFUCG (projectors, screens, etc.), and will request the equipment from the LFUCG with ample time to prepare. If additional non-standard equipment is required, we will provide said equipment. The Team will also provide the required training materials.

The training courses will be designed to be interactive and hands on. The training will utilize the MaxView user interface and MaxTime windows application on trainee's workstations or laptops, as well as local controllers running the MaxTime software. The necessary software for training will be provided by the Team.

MaxView Training

For the central ATMS system, the Team will facilitate the three training courses below during the system integration and installation phases of the project. We will work with the agency to schedule these training courses.

- System Operations – This class will train LFUCG staff on the use of the MaxView CATMS software. Training will provide users with sufficient expertise to use and manipulate all of the key features and applications within the CATMS.

- System Administration – This class will train LFUCG staff on all administrative features of the CATMS.

- System Maintenance – This class will train LFUCG staff with the maintenance of the CATMS. Training will provide users with sufficient expertise to utilize diagnostic and maintenance utilities and to diagnose, maintain and repair all supplied CATMS elements.

MaxTime Training

For the local controller software, the Team will facilitate the three training courses below during the database conversion phase of the project. We will work with the agency to schedule these training courses.

- Local Software Signal Timings – This class will train LFUCG staff on programming the basic timing parameters into the WebUI. Functions covered will include, but not be limited to, administration, database management, phase timings, detector configuration, coordination, normal overlaps, flashing yellow arrow overlaps, and preemption.

- Local Software Field Troubleshooting – This class will train LFUCG staff on field programming and troubleshooting from the front panel interface. Topics covered will include, but not be limited to, database management, flash troubleshooting, timings troubleshooting, cabinet troubleshooting capabilities in the controller, and detection troubleshooting.

- Local Software Advanced Training – This class will train LFUCG staff on advanced features within the MaxTime local controller software. This will include, but not be limited to, advanced phase options, advanced coordination functions, advanced overlap types and options, advanced preemption options, and advanced administration functions.

System Acceptance Testing

The Team will work with the LFUCG to implement a robust testing process to meet the contract requirements and prevent defects. We will work with the LFUCG to produce and adhere to testing plans that will provide proof of performance. We are prepared to provide all materials, equipment, and staff required to complete the testing and will coordinate with the LFUCG's project manager to ensure LFUCG staff is available to observe the tests at an agency-approved location.

Development of System Acceptance Test Plan

The Team will develop the System Acceptance Test Plan (SATP) that provides details on the testing to be performed and relates each test to specific requirements. A draft version of the SATP will be provided to the agency for review and comment. The Team will finalize the test plan and procedures based on the comments received.

System Acceptance Test Plan Execution

After installation and integration of the MaxView system and the establishment of communications to the initially deployed controllers, execution of the SATP will be coordinated with the Agency. At the agreed upon time, the test procedures will be performed and results will be noted in the SATP document.

System Variances

Should any portions of the test lack performance or fail to meet the stated system requirements, such variables will be recorded as a System Variance. The Team project manager will be prepared to provide a proposed solution to resolve the deficiency within seven days of receiving the system variance documentation. We will work closely with the LFUCG project manager to propose, resolve, and test any solutions to System Variances.

EXHIBIT "B"

BREAKDOWN OF COSTS

2. COST PROPOSAL

The milestones used to determine payments for all fixed price design and development phase activities (when applicable), shall be based on the following:

Furnish, Install, and Integrate CATMS Hardware and Software
Full payment for this milestone shall be based on all CATMS hardware and software being received, installed, and operational. Full payment for this milestone will constitute meeting all contract requirements and submitting all required documentation. All submitted information, data and documentation must be reviewed and approved before full payment will be made. This milestone shall represent the amount reflected in the proposal.

CATMS Graphics Configuration
Payment shall be split into four sections as reflected in the cost proposal. The Provider shall submit payment requests upon the completion of each section. LFCUG will review and approve each section in a timely manner prior to full payment.

Data Conversion
This milestone will be broken into approximately eight sections. Each month the Provider will submit the number of completed databases for review. Payment will be made each month proportionate to the number of completed and submitted databases.

Local Controller Software and Rack Mounted CPU Modules
Provider will have monthly deliveries of the proposed CPU modules. Upon delivery of the CPU modules to LFUCG the Provider can submit payment request. Payment shall be released each month for the number of delivered CPU modules at the proposed unit price.

Training and Documentation –
This milestone is reached upon completion of training and providing all system documentation. Full payment for this milestone will constitute meeting all contract requirements and submitting all required documentation including acceptance of the training plan. All submitted information, data and documentation must be reviewed and approved by the LFUCG before full payment will be made.

Develop Draft Systems Acceptance Test Plan and Training Material
This milestone is reached upon delivery of a draft training material and draft systems acceptance test plan material. Payment shall be released in full upon acceptance of training and system acceptance material by LFUCG.

Conduct System Acceptance Testing and Training with LFCUG Staff
This milestone is reached upon completion of conducting a system acceptance test with LFUCG staff. Full payment for this milestone will constitute meeting all contract requirements and submitting all required documentation including acceptance of the training plan. All submitted information, data and documentation must be reviewed and approved by the LFUCG before full payment will be made.

The Vendor can submit a request in writing to amend the payment terms. The request will be reviewed by the LFUCG Project Manager to determine if the revised payment terms can be supported by the project.

COST PROPOSAL

	Qty	per unit	Extended
Central ATMS Installation – Vendor shall provide an CATMS system capable or running up to (500) field devices (controllers) and coordinate with TE and Information Technology (IT) staff in installing the required software on virtual servers currently at LFUCG. The system shall be supplied with an extended 3 year warranty.	500	$315	$157,500
Central ATMS Graphics Integration – Vendor program MaxView CATMS with graphic representation of each intersection.	4	$1250	$5000
2. **Data Conversion** – Vendor shall convert individual controller data stored in the central ATMS from OASIS to the compatible format. There are approximately (375) signalized intersection controllers, (15) lane use controllers, and (12) combination intersection/lane use controllers where three center lanes shift throughout the day.	402	$250	$100,500
3. **Local Controller Software and Rack Mounted CPU Modules** – Vendor shall provide no less than (425) 1-C CPU modules with the selected Linux based, local software pre-installed. Software and modules shall be compatible with the selected central ATMS and meet current Advanced Transportation Controller (ATC) Standards. Supplier must be able to deliver at least (50) modules per month until all are received. Vendor is not expected to upload individual intersection data or perform CPU module change-outs other than for instructional purposes.	425	$1,260	$535,500
4. Testing and Training – Vendor shall test and confirm that the central ATMS functions and operates in accordance with the characteristics and specifications as promised. The vendor and/or system developer shall provide on-site training and a written User's Manual for all CATMS and Local Equipment. The manual shall include system drawings, network diagrams, administrative instructions, operator instructions, and trouble shooting.	1	$8,000	$8,000
5. **Develop Draft Systems Acceptance Test Plan and Training Material –** The vendor shall develop and submit for approval a System Acceptance Test (SAT) Plan for the CATMS. The SAT shall be conducted by the Vendor and LFUCG Traffic Engineering personnel at the TMC where the CATMS is hosted as a part of the implementation in accordance with the approved delivery and test procedures.	1	$11,000	$11,000

6. **Conduct System Acceptance Testing and Training with LFUCG Staff** – The vendor shall conduct the SAT at the LFUCG TMC and provide user training for the TE personnel upon successful completion of the System Acceptance Test. deliverables: Final System Acceptance Test plan, Final Training Materials, Conduct Training Deliverables: Final System Acceptance Test plan, Final Training Materials, Conduct Training. **Deliverables:** Final System Acceptance Test plan, Final Training Materials, Conduct Training	1	$18,000	$18,000
total			$835,500

EXHIBIT "C"

RFP #18-2017 CENTRAL ADVANCED TRAFFIC MANAGEMENT SYSTEM (37 PAGES)

EXHIBIT "D"

**JOINT RESPONSE OF TRAFFIC CONTROL PRODUCTS AND INTELIGHT, INC., TO
RFP #18-2017 CENTRAL ADVANCED TRAFFIC MANAGEMENT SYSTEM (43 PAGES)**

EXHIBIT "E"

PROVIDER'S STANDARD WARRANTY (4 PAGES)