



DATA LICENSE AGREEMENT

INRIX to LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

This INRIX® Data License Agreement (this “**Agreement**”) is subject to the terms and conditions set forth in RFP #25-2018 Travel Time Analytics Platform, a copy of which is attached hereto and incorporated herein by reference, is effective as of November 1, 2018 (the “**Effective Date**”), and is between **INRIX, Inc.**, a Delaware corporation, headquartered at 10210 NE Points Drive #400, Kirkland, WA 98033 (“**INRIX**”), and The Lexington-Fayette Urban County Government, an urban county government pursuant to KRS Chapter 67A, located at 200 East Main Street, Lexington, KY 40507 (“**Licensee**”). INRIX and Licensee are individually referred to as a “**party**,” and collectively as the “**parties**.” The parties agree as follows:

1. BUSINESS, FINANCE AND TECHNICAL CONTACTS

INRIX Business Contact	Licensee Business Contact
Ted Trepanier INRIX, Inc. 10210 NE Points Drive, Suite 400 Kirkland, WA 98033 USA Email: Ted@INRIX.com Phone: (+1) 509.994.2274	Todd Slatin – Purchasing Director Lexington-Fayette Urban County Government Room 338, Government Center 200 East Main Street Lexington, KY 40507
INRIX Technical Contact	Licensee Technical Contact
INRIX Support support@inrix.com Phone: (+1) 425.284.3870	David Filiatreau dfiliatreau@lexingtonky.gov 859-258-3491
INRIX Finance Contact	Licensee Finance Contact
Ryan Hjorten Controller INRIX, Inc. 10210 NE Points Drive, Suite 400 Kirkland, WA 98033 USA accounts@inrix.com cc: europe@inrix.com Phone: (+1) 425.284.3854 Fax: (+1) 425.284.3879	Bill O'Mara Commissioner of Finance Lexington-Fayette UCG 200 East Main Street Lexington, KY 40507 billo@lexingtonky.gov 859-258-3300

2. TERM AND TERMINATION. This Agreement will begin on the Effective Date and continue through and including December 31, 2021 (the “**Term**”), subject to the provisions of this Agreement, including but not limited to Licensee’s termination rights in Section 2 of Exhibit A. Thereafter, this Agreement may be renewed for successive terms of 1-year each (each a “**Renewal Term**”) under the same terms upon mutual approval of the parties. If either party fails to perform any of its material obligations under this Agreement, the other party may terminate this Agreement by giving THIRTY (30) days’ prior written notice labeled “NOTICE OF DEFAULT,” provided that the matters set forth in such notice are not cured to the other party’s reasonable satisfaction within such 30-day period, and provided further that the cure period for non-payment will be limited to FIVE (5) days. If Licensee at any time acquires, is acquired by or otherwise becomes, a business competitor of INRIX, in the reasonable determination of INRIX, INRIX will have the right to terminate this Agreement, at any time at its convenience, without further liability to Licensee hereunder, by the giving of written notice to Licensee. Licensee may also terminate this Agreement for convenience upon 30 days’ written notice to INRIX.

Upon termination or expiration of this Agreement: (a) payment for services or goods received prior to termination shall be made by Licensee provided these goods or services were provided in a manner acceptable to Licensee, and payment for those goods and services shall not be unreasonably withheld; (b) all rights granted by INRIX under this Agreement will immediately terminate, and INRIX obligations to provide INRIX Data hereunder will immediately cease (without refunds of any kind); (c) Licensee will immediately cease to use any INRIX Data in any manner whatsoever; (d) Licensee will purge all INRIX Data from all of its on-line and off-line storage media; (e) Licensee will not use for any purpose thereafter any information included in or derived from the INRIX Data; and (f) Licensee will return to INRIX or destroy originals, and all copies, of INRIX Data, software, documentation, or other materials provided by INRIX under

this Agreement. The provisions of this Agreement dealing with liabilities, conflict resolution, governing law, proprietary rights, payments, confidentiality, arbitration and other similar types of clauses will survive the expiration or termination of this Agreement. If INRIX continues a business relationship with Licensee after termination or non-renewal, such relationship will not be construed as a renewal or a waiver of termination, but such relationship will be "at will," terminable at any time by either party, and all such transactions will be governed by the terms of this Agreement, with payments made on a monthly basis.

3. LICENSED PRODUCTS. Subject to the provisions of this Agreement, INRIX hereby grants Licensee, a non-exclusive, non-transferable (except as expressly provided in Section 18 below), non-sublicensable (except as expressly provided in the "Permitted Use" section) restricted and revocable license during the Term (except as otherwise provided in Section 3 of Exhibit A) to use certain proprietary traffic, driver, and analytic products ("**INRIX Products**") for the Permitted Use, and within the permitted Territory. INRIX will make available to Licensee, starting on (i) the Effective Date, (ii) FIVE (5) business days after the last date signed by the parties above, or (iii) if Licensee signs last, FIVE (5) business days after this signed Agreement is returned to INRIX via email (whichever occurs last), the INRIX Products provided in Exhibit A SOLELY for the Permitted Use, and only during the Term of this Agreement.

4. PERMITTED USE. The INRIX Products will be used only for Licensee and any "**End Users**" within the Territory (as defined in Exhibit A only for Licensee's internal use and analyses, ("**Permitted Use**"). "**End User**" means Licensee's customers and their employees and representatives who access the INRIX Products through the Permitted Use. The INRIX Products, including the INRIX Data, will always be kept separately identifiable and distinct from all other traffic-related data (whether of Licensee or any third party), and under no circumstances will any of the INRIX Products be combined or merged with any other traffic and/or driver services-related data not provided by INRIX, or be transferred to, or used by any competitor of, INRIX (directly or indirectly) in any way. Except for the Permitted Use, no other redistribution or derivative uses of any of the INRIX Products will be made by Licensee, without the express written consent of INRIX.

5. DATA ACCESS AND USE RESTRICTIONS. Licensee will access the INRIX Products from an INRIX server in the USA as described in the attachment to this Exhibit A. INRIX will provide Licensee with unique access credentials to (a) enable the Licensee to access the INRIX Products, and (b) access an administrative customer service site. Licensee will not make such access credentials available to any third party, other than one third party authorized to act on its behalf, and Licensee will be fully responsible for all use and misuse of the INRIX Products through such access credentials. Licensee will handle all technical support for its End Users.

6. INRIX DATA. INRIX Products rely on, and incorporate various types of data ("**INRIX Data**"). INRIX Data may include (but is not limited to) traffic, GPS, sensor, mobile, or application data, and data related to parking availability and density. INRIX Data may be processed, aggregated, shared, or analyzed depending on the licensed INRIX Product. Notwithstanding the license rights and restrictions with respect to a licensed INRIX Product or the use of INRIX Data, Licensee will not use, share or disclose INRIX Data: (a) in connection with the transmission, sale, license or delivery of any infringing, defamatory, offensive, or illegal products, services or materials; (b) in any manner that threatens the integrity, performance, delivery or availability of the INRIX Data; (c) to copy, store, archive, or create a database of the INRIX Data, except as otherwise provided by Section 3 of Exhibit A; or (d) in violation of local, state, or federal laws or regulations. Licensee will not misrepresent the timing, source, content, or availability of INRIX Data, information gathered from the INRIX Data, or any other information received from INRIX. Licensee will protect all performance data, feedback, and other information obtained through use or evaluation of the INRIX Data as INRIX confidential information. Except as otherwise provided by Section 3 of Exhibit A, Licensee and its permitted sublicensees and distributees will not store or retain any of the INRIX Data after the expiration or termination of this Agreement.

7. CHANGES TO INRIX PRODUCTS. INRIX may, in its sole discretion, make feature, functionality, or formatting updates to the INRIX Products. INRIX will provide advance notice of such INRIX Product updates, and will make commercially reasonable efforts to identify INRIX Product updates that may require modifications to Licensee applications. Licensee's failure to upgrade Licensee applications to the latest version during this time may result in an interruption or termination of Licensee's access to the INRIX Product. Licensee agrees that the INRIX Products to be provided hereunder will include only that information that INRIX collects and distributes in the ordinary course of its business from time to time. INRIX may terminate specific markets or products described in this Agreement, immediately upon provision of written notice to Licensee if any third party provider upon which INRIX relies for the provision of the INRIX Products ceases to provide that data, or to perform on INRIX's behalf, for any reason.

8. IP RIGHTS. All title and intellectual property rights in and to the INRIX Products and INRIX Data are owned or licensed by INRIX and/or its direct or indirect suppliers (the "**INRIX Suppliers**"). INRIX owns the trademark to the mark "INRIX." INRIX may also from time to time provide Licensee with certain documentation or other INRIX or third party intellectual property which will, for purposes of this Agreement, be deemed part of the INRIX Products or INRIX Data. This Agreement grants Licensee no rights to any such intellectual property rights except for the limited rights expressly granted herein. Without limiting the foregoing, Licensee is prohibited from syndicating, redistributing, reselling or acting as a service bureau for the INRIX Products. All rights, including rights of use, not specifically granted

under this Agreement are reserved by INRIX and the INRIX Suppliers. Licensee will not directly or indirectly reverse engineer, decompile, disassemble, or create derivative works from the INRIX Products or INRIX Data. INRIX and the INRIX Suppliers will own and retain all right, title, and interest (including all intellectual property and other proprietary rights) in and to the INRIX Products, related documentation, derivations therefrom and/or compilations or collective works thereof and all related technical know-how and all rights therein, including all rights in patent, patents pending, copyrights, trademarks and trade secrets. Nothing in this Agreement will be deemed to grant, transfer or assign to Licensee (or any others) any right, title, interest or ownership of the INRIX Data, all of which is hereby expressly reserved by INRIX and the INRIX Suppliers. If an INRIX Product or any portion is modified, merged, incorporated or combined into any software, hardware, or other data, they will continue to be subject to the provisions of this Agreement, and INRIX will retain ownership.

9. PAYMENTS. Licensee will pay INRIX the license fees specified in Exhibit A. The license fees will be invoiced as provided in Exhibit A. Payments will be paid by electronic transfer to an INRIX bank account designated in writing from time-to-time by the INRIX Finance Contact set forth above. All payments will be made in full, without any deductions for wire transfers or banking fees, and without refunds of any type. Fees due to INRIX hereunder are exclusive of, and Licensee is fully responsible for, all fees, taxes or assessments that Licensee is legally obligated to pay or which relate in any way to Licensee's receipt and use of the INRIX Products hereunder. Licensee will pay all applicable taxes hereunder (including sales and use taxes), as well as production, handling and transmission costs associated with the receipt, transmission and use of the INRIX Products.

10. LATE PAYMENTS. Time is of the essence with respect to payments hereunder, and late payments will be assessed an interest charge at a rate equal to the lesser of (i) the maximum rate permitted by law, or (ii) ONE POINT FIVE PERCENT (1.5%) per calendar month or pro rata for part thereof (the "Interest Charge"). INRIX, in its sole discretion, may without limitation suspend Licensee's access to INRIX Data, if Licensee fails to deliver payment in accordance with this Agreement within 30 days of the dates due.

11. RECORDS. Licensee will keep complete and accurate financial, accounting and other records relating to Licensee's use and distribution of the INRIX Products, including all payments due, and compliance with this Agreement. If Licensee cannot share non INRIX related product pricing, Licensee must provide amounts charged for INRIX Products to INRIX. During the Term, INRIX will have the right, upon reasonable notice, to: (a) verify Licensee's procedures to ensure accurate tracking and reporting of Licensee's obligations under this Agreement; and (b) Licensee's compliance with this Agreement. Any audit will be conducted during normal business hours and in a manner that does not interfere unreasonably with Licensee's operations. If the audit reveals lack of compliance by Licensee with any obligation under this Agreement, Licensee will immediately remedy such non-compliance. If Licensee has underpaid INRIX, Licensee will immediately reimburse INRIX for the reasonable costs in the audit and will remit payment for such underpaid amount, including interest calculated from the earliest date of noncompliance.

12. LIMITATIONS OF LIABILITY. NOTWITHSTANDING SECTION 14 OF THIS AGREEMENT, NEITHER PARTY NOR ITS DIRECT OR INDIRECT SUPPLIERS WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER OR ITS CUSTOMERS, END USERS, OR ANY OTHER THIRD PARTIES FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY INDIRECT DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS OR ANTICIPATED REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR RELATED TO THE INRIX PRODUCTS, INRIX DATA OR THIS AGREEMENT, OR FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DATA DELAYS, LOSS OF DATA OR INTERRUPTION OF SERVICE HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THE INRIX SUPPLIERS WILL HAVE NO LIABILITY FOR ANY DAMAGES WHATSOEVER IN RELATION TO THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL INRIX AGGREGATE LIABILITY FOR ALL CLAIMS, ACTS AND/OR OMISSIONS ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER ANY CLAIM OR ACTION IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY LICENSEE TO INRIX UNDER THIS AGREEMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13. WARRANTIES; DISCLAIMER. Each of the parties represents and warrants that it has fully familiarized itself with this Agreement; that the signing, delivery and performance of this Agreement has been duly authorized, does not require any additional approvals, and does not violate any law or regulation, or result in a breach of, or constitute a default under, any material agreement; and that this Agreement is a legal, valid and binding obligation on it, subject to applicable laws. In marketing and promoting the INRIX Products, Licensee will not engage in deceptive, fraudulent or illegal practices, or make any representations, warranties, or guarantees inconsistent with this Agreement. NEITHER INRIX NOR THE INRIX SUPPLIERS WARRANT THE ACCURACY OR TIMELINESS OF DATA PROVIDED HEREUNDER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT (A) THE INRIX PRODUCTS AND INRIX DATA ARE PROVIDED BY INRIX AND THE INRIX SUPPLIERS "AS IS", "WITH ALL FAULTS", "AS AVAILABLE" AND WITHOUT WARRANTY OR COMMITMENT OF ANY KIND, AND (B) TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND WHATSOEVER (INCLUDING EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY OR SATISFACTORY QUALITY), WHETHER DEALING WITH DATA OR OTHERWISE, ARE EXPRESSLY EXCLUDED. NO ORAL OR

WRITTEN ADVICE OR INFORMATION PROVIDED BY INRIX OR THE INRIX SUPPLIERS (OR ANY OF THEIR AGENTS, EMPLOYERS OR THIRD PARTY PROVIDERS) WILL CREATE A WARRANTY, AND LICENSEE IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. NEITHER INRIX NOR THE INRIX SUPPLIERS MAKE ANY WARRANTY THAT THE INRIX PRODUCTS WILL OPERATE PROPERLY AS INTEGRATED WITH LICENSEE'S PRODUCTS. LICENSEE MAY NOT MAKE OR PASS ON ANY REPRESENTATION, WARRANTY OR OBLIGATION FROM INRIX OR THE INRIX SUPPLIERS TO ANY THIRD PARTY.

14. INDEMNIFICATION. Licensee is a political subdivision of the Commonwealth of Kentucky. INRIX acknowledges and agrees that Licensee is unable to provide indemnity or otherwise save, hold harmless, or defend INRIX in any manner. INRIX hereby agrees to indemnify, save, hold harmless and defend Licensee and its elected and appointed officials, employees, agents, volunteers, and successors in interest from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by INRIX's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of INRIX.

15. CONFIDENTIALITY. Each party will treat all non-public information of the other party, including the other party's business plans, finances, technology, inventions, marketing and sales information (collectively, "**Confidential Information**") as confidential and proprietary of the disclosing party, and will take all reasonable steps to prevent unauthorized use or disclosure. Each party agrees not to disclose or otherwise reveal any Confidential Information of the other party to any third party without the prior written consent of the other party. Each party will use all Confidential Information received hereunder solely for the purposes of fulfilling its obligations or exercising its rights under this Agreement, and will not duplicate any of the Confidential Information, except as necessary to meet its obligations or exercise its rights under this Agreement. All Confidential Information, including all copies in any form, will be returned to the disclosing party, or destroyed upon completion or termination of this Agreement. Licensee will inform its End Users, agents, and subcontractors who receive Confidential Information, the INRIX Products, or INRIX Data of the confidential nature of such information and Licensee will be responsible for any breach of this Section by its End Users, agents, and subcontractors. The foregoing provisions will not apply to the extent that either party can demonstrate that any Confidential Information of the other party: (a) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (b) was rightfully in the receiving party's possession at the time of disclosure, without an obligation of confidentiality; (c) was independently developed by the receiving party without use of the disclosing party's Confidential Information; (d) was rightfully obtained by the receiving party from a third party without restriction on use or disclosure; or (e) to the extent disclosure of said information is required local, state, or federal law, including the Kentucky Open Records Act, KRS 61.870 to 61.884. Either party may disclose Confidential Information to its attorneys, auditors, accountants, advisers or affiliates, who may have a need to know such Confidential Information and who have a legal duty or obligation to maintain the confidentiality of such disclosed Confidential Information consistent with the terms of this Agreement. Either party may disclose Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that receiving party gives reasonable notice to the disclosing party to enable it to contest or limit such order or requirement. The signing of this Agreement will not extinguish any pre-existing nondisclosure agreement(s) between the parties covering matters prior to the Effective Date.

16. PUBLICITY. Upon signing this Agreement, the parties may jointly announce that they have formed a relationship in a mutually acceptable press release.. Press release(s) will be subject to the cooperation and reasonable approval of both parties. The parties may also participate in telephone interviews with industry analysts, review editors, and news editors as part of each party's awareness building programs. The parties may also promote their relationship through direct marketing, trade shows and events, corporate web sites, collateral and other appropriate marketing means, such as the writing of a case study. INRIX will have the right to use the name of the Licensee in case studies, publicity, advertising, and sales promotion with the prior consent of that other party, such consent not to be unreasonably withheld or delayed. Licensee may use INRIX name and logos only if in accordance with the "3rd Party Use of INRIX Logos and Trademarks" guidelines available at www.INRIX.com/LogoUse.

17. DATA ATTRIBUTION. Throughout the Term of this Agreement, Licensee will ensure that all presentations of the INRIX Products, or any part thereof, contain proprietary notices and logos and/or website links of INRIX and/or INRIX's suppliers in a form provided by INRIX from time-to-time, and, notwithstanding any other provision of this Agreement, INRIX will have no liability or obligations under this Agreement whatever during any period of time in which Licensee fails to fully comply with such requirements. Licensee will at all times display the INRIX logo on any screens (including maps, graphs, etc.) containing any INRIX Products in accordance with the "3rd Party Use of INRIX Logos" guidelines available at www.INRIX.com/LogoUse. Attribution for the INRIX Products will use the copyright notice "Traffic and Driver Services Information Provided by INRIX © 201_. All rights reserved by INRIX, Inc." as well as the INRIX Products logo per such INRIX branding guidelines, and follow the data attribution requirements. Licensee will not remove or alter any trademark, trade name, copyright, patent, patent pending, or other proprietary notices, legends, symbols,

or labels appearing on or in the INRIX Products and related documentation made available by INRIX. Except as set forth in this Agreement, neither party will use any logo or trademark of the other in any manner or for any purpose without the other party's prior written approval.

18. GOVERNING LAW AND ARBITRATION. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Agreement, the parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

19. MISCELLANEOUS.

a) Force Majeure. Neither party will be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of its obligations (except a failure to pay sums due) results from: Acts of God, acts of domestic or international terrorism, acts of civil or military authority, labor disturbances, strikes, lockouts, fires or explosions, earthquakes, unforeseeable floods or bad weather, unforeseeable communication or computer failures or delays, or any cause beyond its reasonable control ("**Force Majeure**").

b) Notices. Unless otherwise expressly provided herein, all notices required or permitted under this Agreement will be delivered by hand or overnight courier addressed to the location specified in Section 1 of this Agreement with a copy also sent to the attention of the Lexington-Fayette Urban County Government (LFUCG) Commissioner of Law, if to INRIX with a copy also sent to the attention of INRIX's General Counsel. The parties may update the contact or address for notice by a written notice given in accordance with this section. All notices and other written communications hereunder will be in English, and will be effective upon delivery.

c) Relationship. This Agreement does not create any agency, joint venture or partnership relationship, and neither party will have the authority to make representations, negotiate or enter into any contract for or on behalf of, or create any obligations for, the other party. Neither party shall have the right to use the name of the other party in publicity, advertising, and sales promotion without the prior consent of that other party.

d) Assignment. INRIX shall not assign, delegate, or subcontract any portion of the Agreement without the express written consent of Licensee. Any purported assignment, delegation, or subcontract in violation hereof shall be void.

e) Compliance. Each party will perform all of its obligations under this Agreement in accordance with all applicable laws, regulations and similar instruments, now or hereafter in effect. In the event of a conflict, the terms of this Agreement will govern, followed by INRIX's response to RFP #25-2018 Travel Time Analytics Platform, followed by the terms of the RFP. Licensee acknowledges that the INRIX Products and its related technology are subject to certain export control laws and regulations in the USA and elsewhere. Licensee agrees that it will not transfer any such items, directly or indirectly, without first complying with all relevant laws and regulations.

f) Interpretation. Titles and headings are for convenience only and do not affect the construction or interpretation of this Agreement. No provision of this Agreement will be construed against or interpreted to the disadvantage of any of the parties by any court or other authority by reason of that party having drafted or proposed such provision. All remedies in this Agreement are cumulative and in addition to those provided by law, unless otherwise expressly provided. If any provision of this Agreement is held to be unenforceable to any extent, it will nonetheless be enforced to the fullest extent allowed by law, and the validity and force of the remainder of this Agreement will not be affected thereby. Failure or delay in exercising any right hereunder will not operate as a waiver. No variation, waiver or modification of this Agreement will be valid unless it is in writing and signed by a corporate officer of the parties. The provisions of this Agreement will supersede all inconsistent terms in any business form hereafter supplied by either party.

18. ENTIRE AGREEMENT. This Agreement, comprised of these signed terms and the attached Exhibit A - Licensed Products constitutes the entire agreement between the parties, and supersedes all prior drafts, negotiations, agreements and understandings (verbal or written) regarding the subject matter of this Agreement. THIS AGREEMENT WILL ONLY BE BINDING WHEN SIGNED BY BOTH PARTIES IN THE BLANKS IMMEDIATELY BELOW. PDF SIGNATURES, AND PDF COPIES WITH SIGNATURES, WILL BE DEEMED TO BE ORIGINALS FOR ALL PURPOSES.

LICENSEE

Name: Jim Gray
Title: Mayor

INRIX, INC.

Name: Bryan Mische
Title: President and CEO

EXHIBIT A - LICENSED PRODUCTS

1. **INRIX PRODUCTS.** Pursuant to Section 3 of the Agreement, INRIX will provide Licensee the following INRIX Products for the Territories provided below:

PRODUCTS	TERRITORY
<p>INRIX® Roadway Analytics – Core is a collection of on-demand analytics tools tailored to provide public agencies and enterprise with quick and easy access to reliable traffic data and visualizations so that they can plan, monitor and assess roadway performance. As a subscription-based, software-as-a-service (SAAS) product, it is accessible via any web browser without additional hardware or software requirements. Roadway Analytics is based on the XD roadway network and INRIX historical speed archive. INRIX® Roadway Analytics – Core includes the following modules: Charts Congestion Scan, and Bottleneck Ranking.</p>	Fayette and Jessamine counties, Kentucky, USA
<p>INRIX® Roadway Analytics – Data Downloader is a data self-service portal contained within one module of Roadway Analytics. It provides direct access to the minute by minute data for each segment of the Roadway Analytics - Speed Archive back to January 1, 2014, and also enables the user to custom query for segments, corridors or region-wide data sets. In addition, Roadway Analytics - Data Downloader allows the user to specify 1, 5, 15, and 60 minute granularity to facilitate the appropriate level of detail for each requested data file.</p>	Fayette and Jessamine counties, Kentucky, USA
<p>INRIX® Roadway Analytics - Speed Archive provides historic vehicle speed values for each XD segment of roadway reported for every minute of every day beginning January 1, 2014. The Speed Archive contains speed, travel time, historic average speeds, reference speeds based on INRIX Fusion technology that aggregates information from sensors, vehicles, and other GPS devices. The Speed Archive also contains confidence score and c-value, data quality indicators associate with each speed output as well as the time stamp (local and UTC) and XD segment ID.</p>	Fayette and Jessamine counties, Kentucky, USA
<p>INRIX® XD Traffic Monitoring Site is built specifically for operations center use, helping TOC staff operate, manage, patrol, and plan national or regional road networks. Hosted by INRIX and accessible to users through any standard browser, the site provides agency employees a complete, real-time picture of current traffic flow conditions across the city, state, or country. It provides 24/7/365 access to INRIX XD Traffic, Safety Alerts, and camera views (where available). The monitoring site is a password protected, web-based application and does not require software to access. The data is automatically updated and refreshed every minute. The site includes the ability to view:</p> <ul style="list-style-type: none"> • Road segments by type. INRIX XD segments, TMC segments, and "Sub-segment Traffic" detail: smaller segments inside of the XD or TMC segments. • Two types of speed: Raw speed, and current speed compared to historical speeds • Congestion intensity. • Roads by class. Interstate, highway, and arterial. 	Kentucky, USA

2. **COMPENSATION.** Licensee will pay INRIX the following compensation: \$261,000, invoiceable as follows:

- \$111,000 is invoiceable upon execution of this Agreement and due within 30 days of invoice date (\$75,000 for the INRIX Products and an additional \$36,000 for the one-time backfill data of INRIX® Roadway Analytics - Speed Archive as provided in Section 4 (Restrictions) of this Exhibit A);
- \$75,000 is invoiceable on November 1, 2019 and due within 30 days of invoice date; and

- \$75,000 is invoiceable on November 1, 2020 and due within 30 days of invoice date.

For any Renewal Term, Licensee will pay INRIX \$75,000, invoiceable upon the parties' mutual approval to renew this Agreement and due within 30 days of invoice date. Licensee's ability to make payment beyond November 1, 2019 is contingent upon the continuing availability of funding provided to Licensee. If funding becomes unavailable, Licensee may terminate this Agreement at the end of each contract year (i.e., on October 31, 2019 and October 31, 2020) upon 30 days' written notice.

3. LICENSE DURATION FOR PUBLIC AGENCIES. Certain terms and restrictions of this Agreement do not apply to Licensee if Licensee is a public agency. Notwithstanding any reference to a Term-based license in Section 3 of the Agreement, Licensee is granted a perpetual license to the INRIX Data provided by INRIX during the Term of the Agreement. The requirement in Section 6 of the Agreement not to store or retain INRIX Data after expiration of the Agreement is waived by INRIX for Licensee, provided that such storage and retention is subject to the other terms and conditions of this Agreement. Notwithstanding Section 6 of the Agreement, Licensee may copy, store, archive and create a data base of INRIX Data for the Permitted Use.

4. RESTRICTIONS. Except for INRIX® Roadway Analytics - Speed Archive, the INRIX Products with historical data licensed to Licensee include the period of time from the Effective Date to the end of the service term. INRIX® Roadway Analytics - Speed Archive is licensed to Licensee for the period of time from January 1, 2016 to present. The INRIX Products are licensed only for the following INRIX markets as available: State of Kentucky, United States, and other markets as agreed upon in writing by the parties. The INRIX Products will be delivered to Licensee in a manner mutually agreeable to the parties. Licensee will not (a) redistribute or transfer any of the INRIX Data in the form provided, (b) disclose any origin or destination points, or (c) identify behavior of a known individual for any reason. Presentation of the INRIX Data to third parties, if any, may only be in processed or aggregated form that makes it impossible for any individual trips, origins, or destinations to be identified. INRIX may, in its sole discretion, make feature, functionality, or formatting updates to INRIX Products or the INRIX Data. Licensee agrees that INRIX Products and any INRIX Data to be provided hereunder will include only that information that INRIX, in its sole discretion, collects and distributes in the ordinary course of its business from time to time.

5. ADDITIONAL TERMS.

a) Safe Working Conditions. INRIX agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. INRIX also agrees to notify Licensee in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Subject to Section 14, INRIX agrees to indemnify, defend and hold Licensee harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

b) Authority to do Business. INRIX confirms: (1) it is a duly organized and authorized to do business under the laws of Kentucky; (2) it is in good standing and have full legal capacity to provide the services specified under this Agreement; (3) it has all necessary right and lawful authority to enter into this Agreement for the full term hereof; and (4) proper corporate or other action has been duly taken authorizing INRIX to enter into this Agreement. Upon request, INRIX will provide Licensee with a copy of a corporate secretary certificate authorizing this action and confirming that INRIX is authorized to do business in the State of Kentucky.

c) Ability to Meet Obligations. INRIX affirmatively states that there are no actions, suits or proceedings of any kind pending against INRIX or, to the knowledge of the INRIX, threatened against INRIX before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of INRIX to perform its obligations under this Agreement, or which question the legality, validity or enforceability hereof or thereof.

d) Insurance. INRIX will comply with the requirements provided in the "INSURANCE REQUIREMENTS" section of RFP #25-2018 Travel Time Analytics Platform, which is hereby incorporated by reference, except that in lieu of the requirements in the sub-section entitled, "Right to Review, Audit, and Inspect," INRIX will provide a certificate of insurance on an ACORD form as satisfactory evidence of INRIX's compliance with the insurance requirements.

EXHIBIT B- INRIX's Response to RFP #25-2018 Travel Time Analytics Platform (38 Pages)

Firm Submitting Proposal: INRX, INC.

Complete Address: 10210 NE POINTS DRIVE SUITE 400 KIRKLAND WA 98033 USA
Street **City** **Zip**

Contact Name: TED TREPANIER **Title:** SENIOR DIRECTOR OF SALES, PUBLIC SECTOR

Telephone Number: +1(509) 894-2274 **Fax Number:** +1(425) 284-3879

Email address: TED@INRX.COM

WORKFORCE ANALYSIS FORM

Name of Organization: INRIX, INC.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	29	6	11	3	0	0	0	0	0	5	3	0	0	1	0	15	14
Professionals	118	76	13	3	0	1	0	0	0	12	9	0	0	4	0	96	22
Superintendents	16	9	3	0	0	0	0	0	0	3	0	1	0	0	0	12	4
Supervisors	13	8	1	0	0	0	0	0	0	3	0	0	0	1	0	12	1
Foremen	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Protective Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Para-	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Office/Clerical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Skilled Craft	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service/Maintenan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total:	176	99	28	6	0	1	0	0	0	23	12	1	0	6	0	135	41

Prepared by: Ted trepanier, Senior Director of Sales, Public Sector Date: 08 / 21 / 2018

(Name and Title)

Revised 2015-Dec-15

MAYOR JIM GRAY



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #1

RFP Number: #25-2018

Date: August 21, 2018

Subject: Travel Time Analytics Platform

Address inquiries to:
Sondra Stone
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced RFP:

RFP opening has been extended to September 6, 2018, 2:00 pm.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: INRIX, INC.

ADDRESS: 10210 NE POINTS DRIVE SUITE 400 KIRKLAND WA 98033

SIGNATURE OF BIDDER: BRYAN P. MISTELE



AFFIDAVIT

Comes the Affiant, Bryan Mistele, and after being first duly sworn, states under penalty of perjury as follows:

1. His/Her name is Bryan Mistele ~~Ted Trepanier~~ and he/she is the individual submitting the proposal or is the authorized representative of INRIX, INC., the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

[Handwritten signature]

STATE OF WASHINGTON

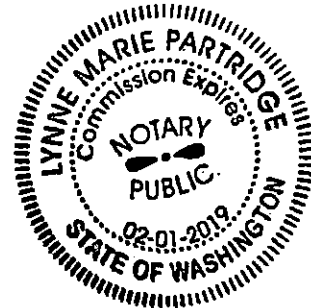
COUNTY OF KING

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Bryan Mistele on this the 21st day
of AUGUST, 2018.

My Commission expires: 02/01/2019

Lynne Marie Partridge
NOTARY PUBLIC, STATE AT LARGE



EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

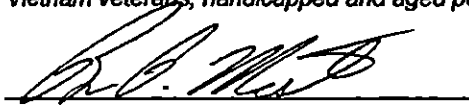
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.



Signature

INRIX, INC.

Name of Business

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to

brIBE an officer or employee of the LFUCG.

9. **Additional Information:** While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. **Ambiguity, Conflict or other Errors in RFP:** If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. **Agreement to Bid Terms:** In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. **Cancellation:** If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:

- (a) Failure to perform the contract according to its terms, conditions and specifications;
- (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

- 13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
- 14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
- 15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or

other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.


Signature

08.21.2018
Date

Response to Request for Proposal
***For Lexington-Fayette
Urban County Government***
RFP25-2018



Technical & Commercial Proposal

*Submitted on 6th September 2018
by*

INRIX

INRIX, Inc.

10210 NE Points Dr., Suite 400
Kirkland, WA 98033
Phone: +1-425-284-3800
Fax: +1-425-284-3879
www.inrix.com

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INRIX for the Lexington-Fayette Urban County Government (LFUCG) and
Lexington Metropolitan Planning Organization only

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Employees and suppliers having custody of this specification or authorized to use it must be cognizant of its proprietary nature and ensure that the information herein is not made available to unauthorized persons.

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1 Introduction

INRIX is very pleased to submit this response to the Lexington-Fayette Urban County Government (LFUCG) RFP #25-2018 for Travel Time Analytics Platform.

This document provides details on the INRIX experience and data services that satisfy the scope of all requested services for the specified travel time analytics platform. As there is a desire to provide pricing options, the real-time traffic and incident service, delivered via the INRIX XD Traffic Monitoring web site, and the historical data and associated INRIX Roadway Analytics are offered as separate modules. With fees offered for each with discounts offered for multi-year bundled services. Finally, options are offered as to the extent of the historical data to be included. The INRIX Roadway Analytics platform includes one year of back data as well as license to the contracted year of services in the base annual subscription. Options are offered to add one year of additional back data (providing two years of back data on day-one of the services) and "all-available" back data which populates the platform with historical data from January 1, 2014 forward.

2 Scope of Services

The RFP details three primary elements in the Scope of Services, with ten sub-elements related to the travel time analytics platform. A short response to element each follows with details provided in the subsequent sections for the INRIX XD Traffic Monitoring Site and INRIX Roadway Analytics Platform.

1. Kick-off Meeting– INRIX will facilitate and conduct a kick-off meeting with LFUCG to identify key stakeholders. Little discussion is required related to schedule as the INRIX services can be activated within 2 working days of agreement effective date. It would be the norm to offer the initial training session as an element of the meeting. INRIX may conduct additional meetings with LFUCG and project partners, based on discussions. We find it fruitful to schedule follow-up sessions in a workshop format where the agencies share their specific use cases with the group, providing a good inter- and intra-agency exchange with INRIX providing specialized training focused on the uses cases and any agency questions. The workshop would also include a summary of the INRIX product roadmap and innovations. Meetings are typically scheduled in-person unless schedules precluded, in which case a video conference may be utilized. INRIX will provide meeting notes and a list of stakeholders/attendees for the kick-off session and any subsequent workshops.

2. Travel Time Analytics Platform –

a) Real-Time Traffic Analytics: The Travel Time Analytics Platform will be provided via the INRIX XD Traffic Monitoring Site; details follow in Section 4.3. The site provides real-time traffic conditions on over 642 miles for roadway within Fayette and Jessamine counties on 1877 reporting segments. The segments are believed to cover all Interstates, Expressways and Urban Principle Arterials. The site has clickable links providing: Segment Length, Segment Speed, Average Segment Speed (specific to time of day and day of week in 15-minute bins), Segment Free Flow Speed and Segment Travel Time. The platform displays a map of the Fayette and Jessamine County, as well as a nationwide view, using a color coding to indicate level of congestion, raw speed and comparative speeds for each roadway segment. All values are calculated from actual vehicle observations. Speed Limit tables are not used by INRIX to fill in any values.

b) Subscription Types: INRIX has broken down the services into the following products to provide multiple price points, so as to offer LFUCG procurement flexibility. Fees for each are detailed in the Pricing section.

- INRIX XD Traffic Monitoring Site – provides national view of real-time traffic and incidents.
- INRIX Roadway Analytics – provides performance visualizations and reports with access to historical data from past one-year and the current subscription year
- Addition one-year of historical data – option to add one year of historical data such that the roadway analytics platform will be loaded with two years of back data upon activation
- All Available Historical Data - option to add historical data from January 1, 2014 forward such that the roadway analytics platform will be loaded with nearly 5 years of back data upon activation

c) **Accessibility:** All offered INRIX data services are cloud hosted and accessible wherever internet is available. All expenses and fees associated with hosting and accessing the data are included in the subscription fees.

d) **Incidents:** INRIX Incidents types and features are further detailed in a subsequent section. The INRIX XD Monitoring site provides filters to display: Accidents, Events, Construction, Road Weather and Flow Incidents.

e) **Maintenance:** As all services being proposed are web based, no maintenance is required by LFUCG personnel and all costs for maintenance and platform upgrades are included in yearly subscription fee. No physical hardware devices are necessary for platform functionality along any roadway in Fayette County. All updates, enhancements and data management efforts are the responsibility INRIX.

f) **Congestion Recognition:** The INRIX XD Traffic Monitoring Site provides a view of both current congestion as well as historical flow conditions (congestion). The Roadway Analytics Platform provides capability to search, sort, visualize, and download lists of past bottlenecks (congestion events). Attributes include: Start/End Locations and Date/Times, Duration, and Max Length.

g) **Data Archiving:** The Roadway Analytics Platform includes a hosted archive of all speed and travel time data for every roadway segment in service as displayed on the INRIX XD Traffic Monitoring Site. Data is stored in the raw one-minute granularity with options to aggregate data to 5-, 15-, or 60-minute averages for visualization and/or download. Capabilities of the Roadway Analytics platform are detailed in subsequent sections. The base subscription includes one year of historical data, available immediately upon contract execution as well as license to data for the subscribed year, resulting in two full years of data being available at the end of the initial one-year term. Options are included to purchase to purchase additional years of historical data for a "per-year" lump sum as well as a discounted lump sum for access to all available historical data (from January 1, 2014 forward). The Roadway Analytics platform includes capability to compare up to 7 different time periods for any particular roadway segment, roadway corridor, or county area

h) **Data Customization:** The INRIX Roadway Analytics platform provides an easy to operate graphical interface to select individual segments or beginning/end points of corridors to be analyzed. It is map based and provides for incremental selection of segments and or corridors to create custom routes if desired.

i) **Performance Metrics:** INRIX Roadway Analytics includes the ability to analyze multiple different performance metrics including but not limited to: Speed, Historical Average Speed, Travel Time, Travel Time Index, Buffer Time, Buffer Time Index, Planning Time and Planning Time Index. All metrics may be visualized in the form of a bar graph or line graph and are exportable to a JPG, PNG, SVG or PDF file. A CSV of the raw data is also available to match the selected criteria of the visualizations.

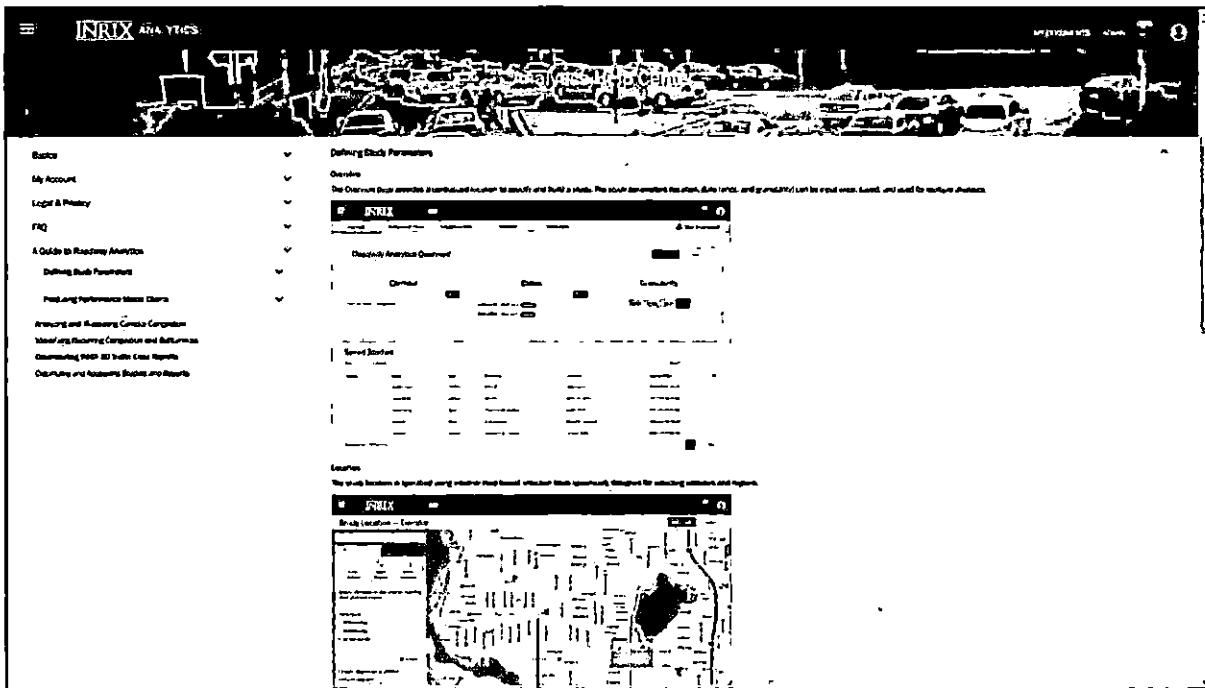
j) **Users:** The Traffic Monitoring Site and Roadway Analytics Platforms shall be usable by any LFUCG approved stakeholder. This includes but is not limited to employees of LFUCG, Lexington Area MPO,

KYTC, other governmental or quasi-governmental agencies as well as any consultant tasked with conducting studies, design or construction for the aforementioned entities. If a consultant is given access, it shall only last for the duration of services being provided to LFUGG or the MPO. Each user will have an account with unique username and passwords.

3. Training – After the contract is awarded, INRIX will conduct in-person or web-based training to all stakeholders designated by LFUGG. This training shall include an overview of all system features and shall include a question and answer session. Training shall be recorded and made available to LFUGG for future use. Additionally, INRIX offers web-based training open to all clients on a bi-weekly schedule so any new users or those who may desire a refresher session may register as their convenience.

For further reference, the Help section of the Roadway Analytics platform includes a complete online instruction manual - essentially, an on-line tutorial. It also includes details on how each performance measure within the platform is derived.

For further reference, the Help section of the Roadway Analytics platform includes a complete online instruction manual — essentially, an on-line tutorial. It also includes details on how each performance measure within the platform is derived.



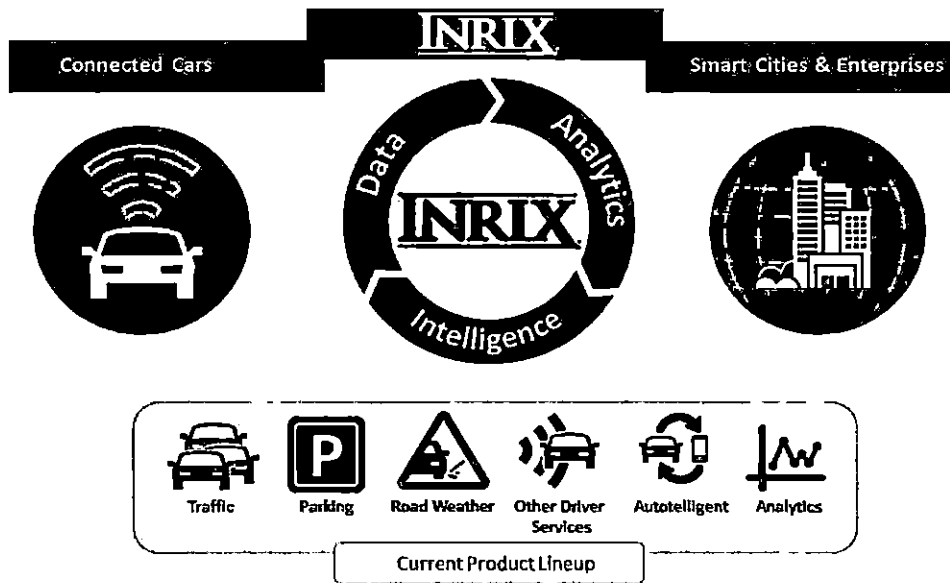
A Guide to Roadway Analytics – included in extensive Help menu

3 INRIX Company Experience and Past Performance

INRIX is the leading provider of accurate real-time, near real-time, historical and predictive traffic information with coverage of 642 directional roadway miles in Lexington-Fayette. INRIX, as part of UMD's Team, was just selected by FHWA as the provider of the data for the National Performance Management Research Data Set (NPMRDS) for February 2017 forward. Utilizing the data and tools in this offer would align Lexington-Fayette well with the NPMRDS toolset that are based on the same data sources.

As part of UMD's Team, INRIX was recently selected by FHWA to provide the data for the National Performance Management Research Data Set (NPMRDS)

INRIX was founded in 2005 and today is one of the fastest growing big data technology companies in the world. We work closely with leading automakers and government agencies to transform how people and commerce move across the world's transportation networks. As Big Data and the Internet of Things influence where people go and what they do to how they get from place to place, INRIX is at the forefront of connecting cars to smarter cities.



INRIX Products & Services

Data is generated by the INRIX Traffic Intelligence Network, which globally combines anonymous, real-time GPS probe data from nearly 350 million commercial fleet, delivery and taxi vehicles, as well as consumer cellular floating vehicle data and GPS-based devices including the Windows Phone, iPad, iPhone, Android phones and Ford SYNC, Toyota Entune, Audi Connect, BMW ARTTI and Volkswagen Car-Net with traditional real-time traffic flow information. With exclusive access to the nation's largest source of intercity truck fleet data, INRIX is unique among the industry in our ability to provide high quality traffic data coverage the nation's roadway system, 24 hours a day, 7 days a week.

INRIX is committed to providing the highest quality traffic data and prides itself on our ability to quickly configure our data to meet customer needs. Further, we have an established technical account management structure to support the provision of the licensed data and services provided who are experienced in working with a variety of state, regional and local agencies. INRIX government and business customers use our Data as a Service (DaaS) solutions every day to improve the mobility of hundreds of millions of people worldwide. INRIX DaaS solutions are powered by over 350 million real-time vehicles and devices from hundreds of distinct sources across 60+ countries.

Whether collaborating with automakers on new breakthroughs in connected navigation or helping governments engineer smarter cities, INRIX is the global leader in providing real-time and predictive traffic information, state-wide traffic analytics, connected car services, and population movement insights.

In the last thirteen years of operation, INRIX has shown growth in terms of revenue and overall performance, expanding its coverage to 60+ countries and over 5 million miles with data from over 350 million real-time vehicles and devices from hundreds of distinct sources.



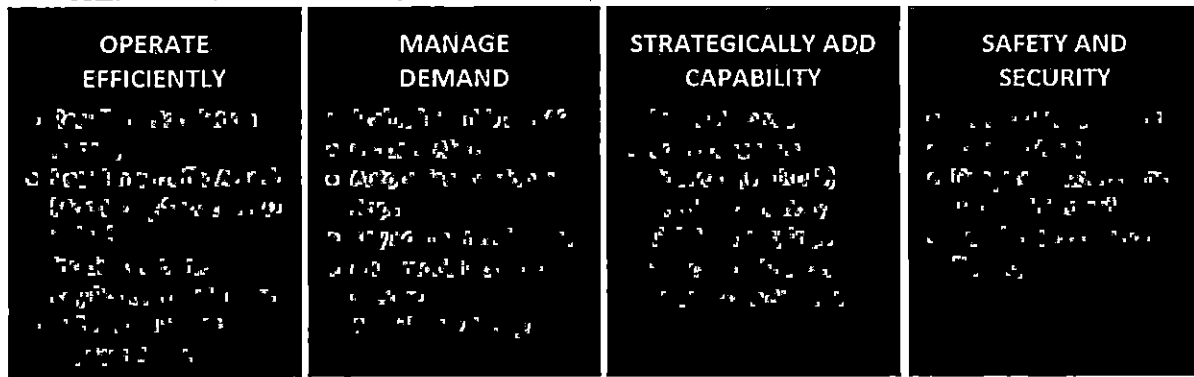
<p>INRIX, Inc. (HQ) 10210 NE Fourth Drive Suite 400 Kirkland, WA 98033, USA Phone: +1 425 244 7400</p>	<p>INRIX Santa Monica (ParkMile) 501 Santa Monica Blvd Suite 200 Santa Monica, CA 90501, USA Phone: +1 310 451 0300</p>	<p>INRIX UK Ltd (EU HQ) Station House Stamford New Road, Atrium Court, Cheshire WA 14 1 1P UK Phone: +44 (0) 1927 3600</p>	<p>INRIX Europe GmbH Hoflandstr. 23, D 60039 Munich, Germany Phone: +49 89 318 547 47</p>	<p>INRIX China (Asia HQ) Room 567, 5F, China Life Tower, No. 16, Chaoyang Street, Chaoyang District, Beijing 100020 China</p>
<p>INRIX Sales 771 N. Vulcan Encinitas, CA 92024 USA</p>	<p>INRIX Media London 2nd Floor, Boundary House, 91/93 Charterhouse Street London EC1, UK</p>	<p>INRIX Japan Roppongi 1 Hibi North Tower, 27th Floor, 6-2-31 Roppongi, Minato-ku, Tokyo 106-0032 Japan</p>		

INRIX's Global Presence

INRIX is headquartered in Kirkland (Seattle), Washington State, USA. We have international offices in Germany and the UK. With our 300+ dedicated employees and partners located across the world, INRIX is truly a global company with state-of-the-art products and services.

INRIX works across the ecosystem, engaging leading government agencies, automakers, and businesses to use its Data as a Service (DaaS) solutions every day to improve the mobility of hundreds of millions of people worldwide. INRIX was among the first to offer public sector agencies and

Departments of Transportation with insights using historical traffic data and trends, enabling better transportation planning. Today, INRIX provides a broad portfolio of services for the public sector, including but not limited to:



INRIX Portfolio of Services

Transportation agencies utilize INRIX data and insights for Traffic Management Centers to manage the day-to-day flow of people and vehicles. Planning departments also leverage INRIX data and tools to better understand the limits and bottlenecks of overall roadway networks and plan for future urban mobility and growth. INRIX real-time, historical, and predictive data services are used by our public sector clients for: travel times on DMS/511, operations/system monitoring, work zone monitoring, incident detection/queue monitoring, congestion alerts, traffic tile overlays on webpages, routing, performance measures, detection siting, Origin-Destination studies, freight transport analytics, drive testing replacement, planning, modeling, etc. Moreover, INRIX solutions help customers reduce congestion, decrease CO2 emissions, and increase safety on roads.

INRIX has experience in providing real-time and historical traffic data and analytics throughout the United States and around the world, and we are currently providing similar services for numerous other transportation agencies as listed on the next page.

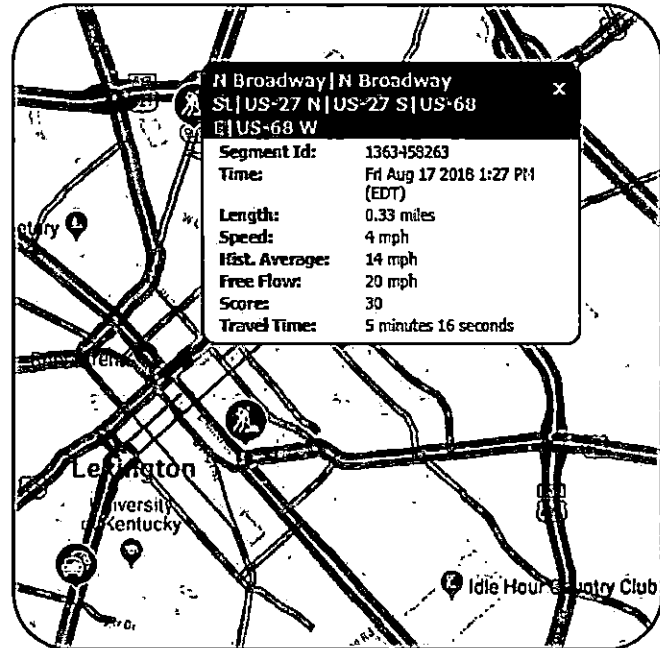
Customers	Real-Time Data	Analytics	Historical
Colorado Department of Transportation	√	√	√
Nebraska Department of Roads (NDOR)	√	√	√
Indiana Department of Transportation	√		√
Ohio Department of Transportation	√	√	√
Virginia Department of Transportation	√	√	√
New Jersey Department of Transportation	√	√	√
South Carolina Department of Transportation	√	√	√
Maryland Department of Transportation	√	√	√
Nevada Department of Transportation		√	√
Metropolitan Transportation Commission (MTC) – San Francisco Bay Area, CA		√	√
Georgia Department of Transportation	√	√	√
Pennsylvania Department of Transportation	√	√	√
Iowa Department of Transportation	√	√	√
USDOT/FHWA (NPMRDS)			√
City of Calgary	√	√	√
Washington, DC Department of Transportation	√	√	√
Danish Road Directorate	√		√
Highways England	√		

Summary of Similar Public-Sector Services

4 INRIX Products

4.1 INRIX Real-Time Flow

Real-Time Flow is INRIX's full suite of traffic data which is available via an API call as often as once per minute and is the source of traffic flow data shown on the Monitoring site and then archived and made available via the Roadway Analytics platform. Speed data is calculated in real time from current conditions based on input from INRIX's proprietary traffic platform. Speed is reported at the TMC or XD Traffic Segment level for roadways that INRIX covers, including comparisons to typical and free-flow speeds as well as travel time along the segment. INRIX's Proprietary Fusion Engine uses real time, predictive and historical traffic information to determine traffic speed on freeways, highways, major and minor arterials.



On a link basis, INRIX provides the following information:

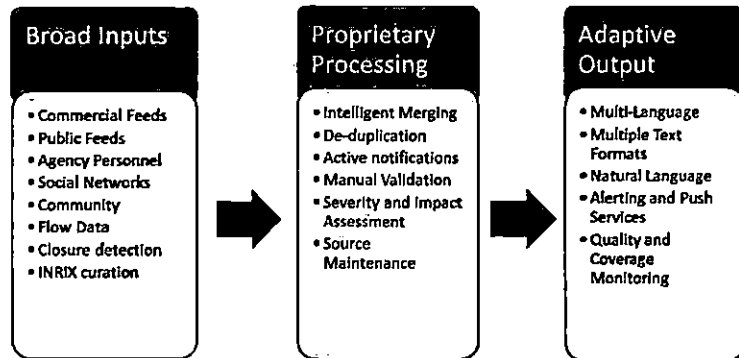
- **Segment Code:** Definition of the roadway link
- **Speed:** Current real time speed in MPH on the road segment
- **Average:** Historical average speed in MPH on the road segment. This is the typical speed for the current day of week and hour of day (in 15-minute increments)
- **Reference:** Reference speed in MPH on the road segment. This is the proxy of the free flow or uncongested speed on the roadway, defined as the 85th percentile of calculated speeds throughout the entire day
- **Traveltime minutes:** Time required to travel across the road segment
- **Score:** This is a score between 10 and 30 that defines how the speed on the road segment was calculated:
 - "30" = Speed is calculated from real time data only
 - "20" = Speed is calculated from a blend of real time and typical/average speed on the road segment
 - "10" = Speed is calculated only from typical/average speed on the road segment
- **Confidence:** This is a rating from 0 to 100% that defines INRIX's confidence on the real time speed on the road segment

4.2 INRIX Incidents

INRIX Incident platform uses new technologies to provide:

- ✓ Most comprehensive and accurate global incident dataset covering over 60 countries in North America, Europe, Asia-Pacific, South America and Middle East.
- ✓ Flexibility to support full human interventions (for creation, validation and editing) or full automation such as fully automatic/automatic with selective notifications/ manual with some automatic content/ fully manual,
- ✓ Advanced warning for Active (incidents that are happening currently), Inactive (incidents that are about to happen) or Cleared (incidents that were active until recently and have now been cleared).

Based on the contracted coverage, each Incident is comprised of a descriptive and meaningful information about segment location, roadway, start and end of the incident and the last detour point and average speeds along the congested segments. Incident types include: Accidents, Events, and Construction etc. The output is available in TPEG-TEC, verbose XML or Alert-C compliant formats and updated at least every minute.

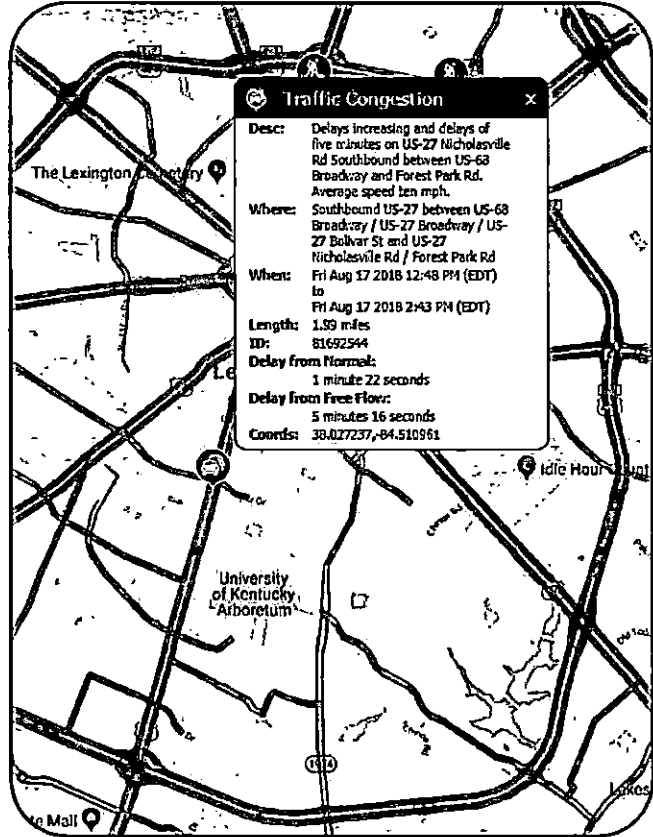


4.2.1 INRIX XD Incidents

XD Incidents are generated from multiple incident sources including; manned operations centers, consumer reports, DOT cameras, social media and other observational tools. Reported anywhere, each incident includes the precise segment location, a roadway description, a detailed journalistic description of the incident, start and end point of the incident, incident status and the last detour point plus average speeds along the congested segment. Incident types including Accidents, Road Weather, Events, Construction & in addition to XD INRIX Flow Incidents.

4.2.2 INRIX XD Flow Incidents

Generated from Real Time Traffic Flow data only, INRIX Flow Incidents are reported as incidents for specific areas where congestion is occurring - within the TMC network or anywhere on the network (XD Flow Incidents). Each Flow Incident includes the segment location, a roadway description, congestion report and the average speed along the congested segment.

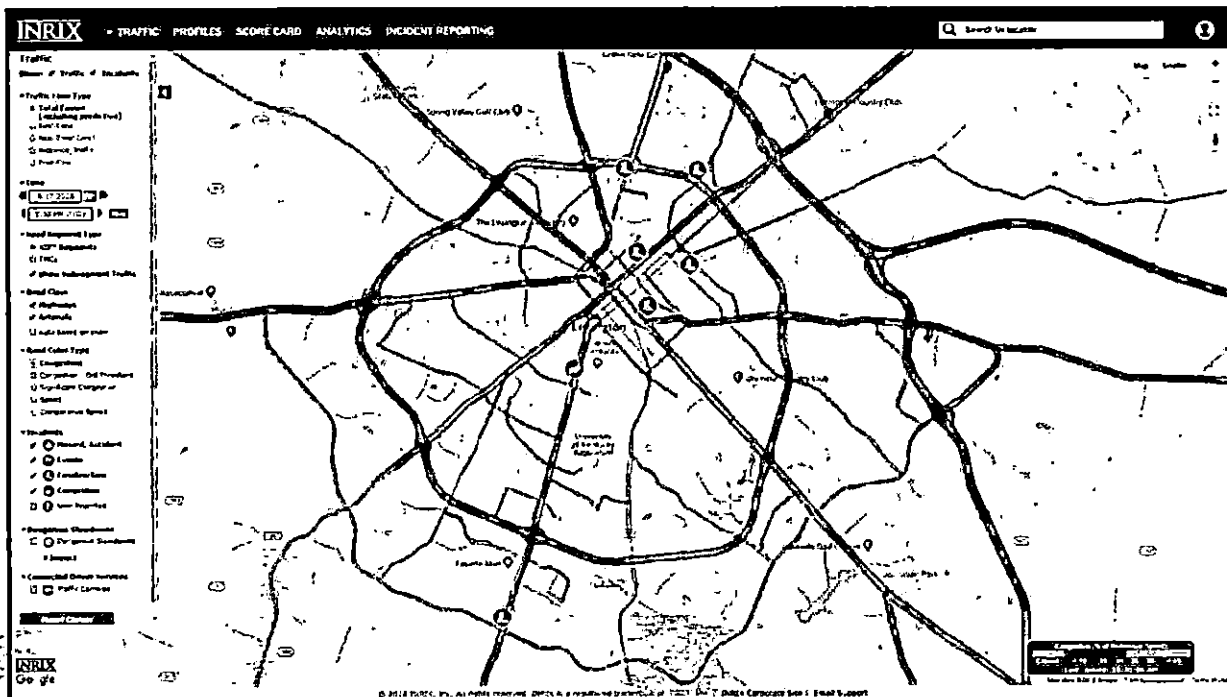


4.3 INRIX XD Monitoring Site

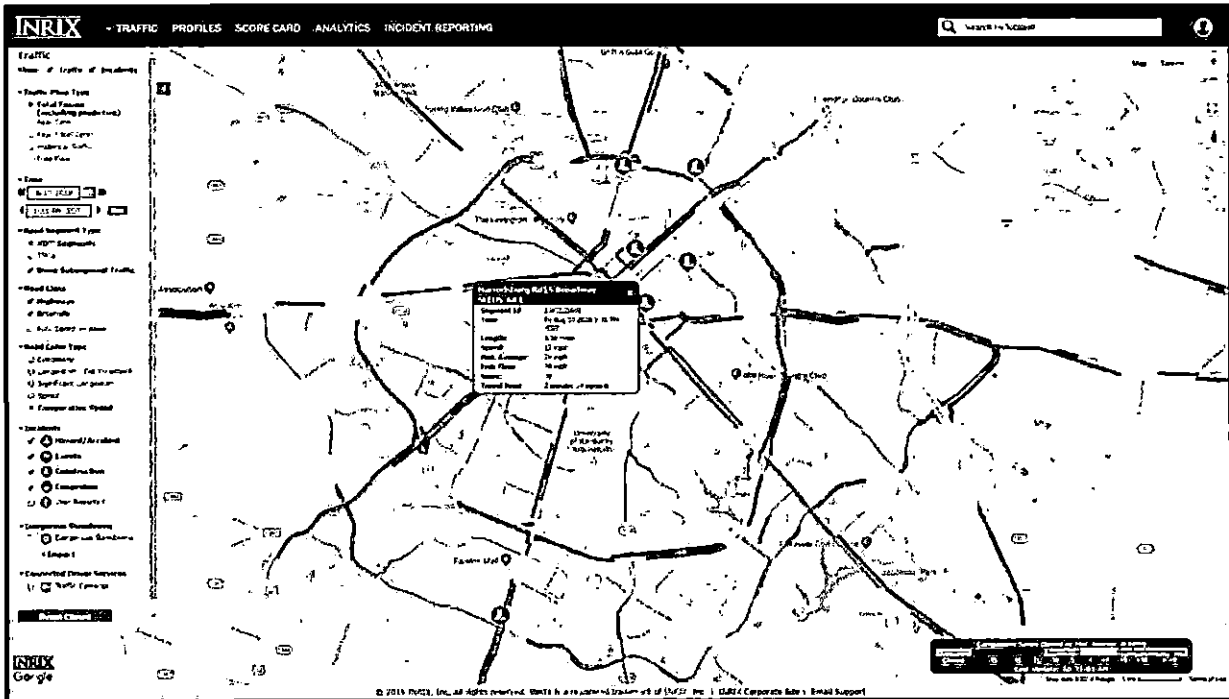
INRIX offers out of the-box roadway monitoring solutions through a browser-based interface that provides instant visibility into the most extensive roadway network including over 5 million miles globally. Traffic operation centers and others responsible for the real-time management of their roadways, have complete flexibility to integrate INRIX data services into their existing infrastructure and platforms to provide complete situational awareness.

XD Monitoring Sites are purpose-built for operations center use to aid transportation agencies that own, operate, manage, patrol, and plan national or regional road networks. The site provides agency employees a complete, real-time picture of current traffic flow conditions across the city, state or country and is available 24x7. INRIX XD Monitoring site feature INRIX XD Traffic, Incidents, and camera views (where available), is automatically updated and refreshed every minute. The sites also include capability to view “Sub-segment Traffic” detail as well as views for Raw Speed and Comparative Speed in addition to the standard Congestion view. The traffic layer extends nationally, not stopping at the city boundary, providing an over-the-border view of traffic conditions that may impact city operations. The figures below illustrate a current XD Monitoring Site for Congestion, Comparative Speed, and Raw (Actual) Speed views. The site also features the classic INRIX Data Bubble – showing current speed, travel times, and typical values at the segment level.

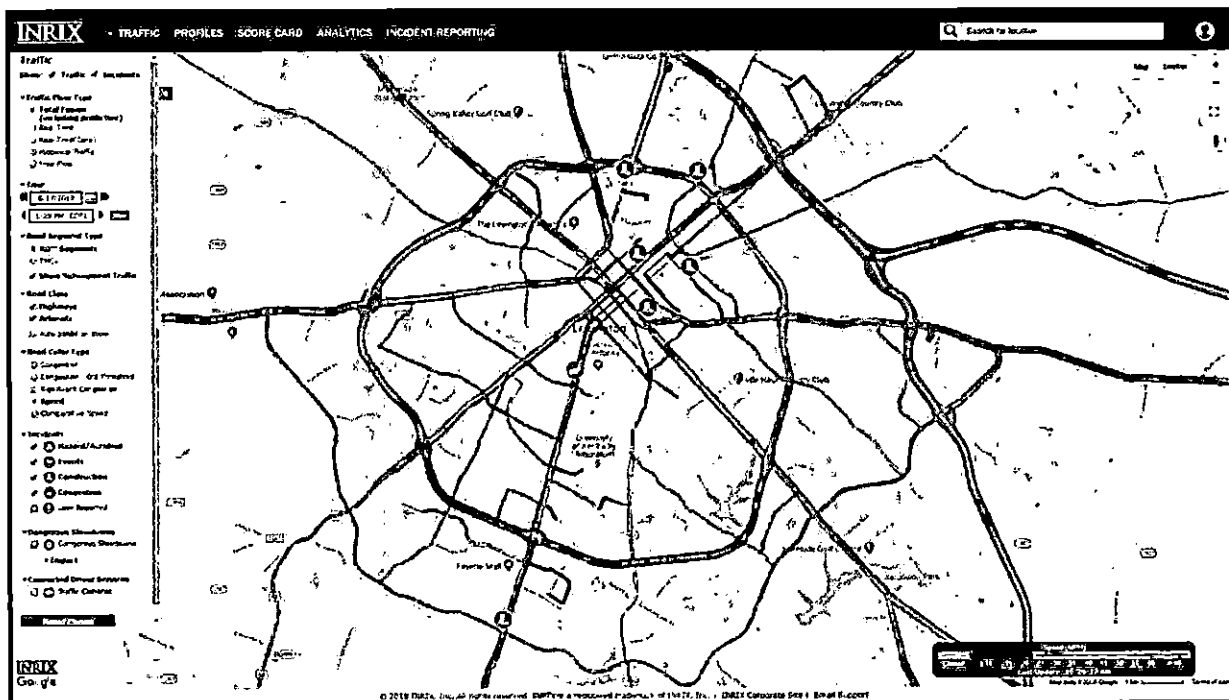
The monitoring site is a web-based application capable of display on standard internet browsers. The site is password protected with credentials provided to any city staff, and consultants who are authorized by the city.



INRIX XD Monitoring Site – Congestion View



INRIX XD Monitoring Site - Comparative Speed View (showing segment data bubble)



INRIX XD Monitoring Site - Raw Speed View

4.4 INRIX Roadway Analytics

INRIX Analytics is a portfolio of historical data with analytical and visualization tools that transforms data into actionable information. Provided as data or as tools through a web-based application, the platform is powered by an expansive cloud-based archive of INRIX data. Those that are required to make accountable decisions turn to INRIX Analytics for historical data, analytics and visualizations to produce, assess and report on roadway performance.

Roadway Analytics- Speed Archives

INRIX real-time data is refreshed on a cycle of less than one minute as described in the Real-Time Flow sections above. Current readings are available in real-time via specified protocols and display on the INRIX XD Monitoring Site. Data for each minute is then appended to the historical data archive, providing a running one-minute record of speeds system wide. The data fields provided are described below. The INRIX Historical Archive allows analysts to examine specific days/times at the individual segment, corridor, or regional level. The archive is provided either as a raw data file or as a hosted product within our INRIX Roadway Analytics platform. INRIX Roadway Analytics is web-based service that allows easy visualization of the data via graphs of many industry standard performance measures.

The Historical Speed Archive provides segment by segment speed and travel time data (the same data that is provided in the real-time data feed), namely:

- Segment by segment and speed (mph or kph) values aggregated from sensor and GPS data.
- Segment by segment average speed, reference speed and travel times (via Insights platform).
- A "Score" indicate if the type of speed data used in the underlying speed calculation.
 - For score equal to 30, the speed is calculated from real time data only.
 - For score equal to 20, the speed is calculated from a blend of real-time and historic speed.
 - For score equal to 10, speed equal to the reference speed.
- A "Confidence Value", or quality-like indicator to express the confidence in the real-time data used to calculate all segments where the score is equal to 30.
- Segment attributes including a unique ID, segment length and geospatial Lat/Long coordinates.

For XD based data, this includes minute-by-minute data beginning January 2014 across the roadway network in over 642 miles on 1877 segments within Fayette-Jessamine counties.

The archive for this project is provided as a hosted product within our INRIX Analytics platform.

The INRIX Data Downloader web interface allows the user to specify the desired date range, or multiple ranges, as well as granularity of 1, 5, 15, or 60 minutes.

Updates to the road network will be applied going forward in time. No changes to past historical data will be made so as to preserve the data as it was processed in real time.

Roadway Analytics-Core

Roadway Analytics is a collection of on-demand analytics tools tailored to provide public agencies with quick and easy access to reliable traffic data and visualizations so that they can plan, monitor and assess the performance of their roadways. Roadway Analytics allows technical users to create communication materials to convey information and recommendations to drivers, decision makers and the general public. As a subscription-based, software-as-a-service (SAAS) product, it is accessible via any web browser without additional hardware or software requirements. At the core, Roadway Analytics is based on the XD Speed Archives, which means the technical analyses, charts, tables and other visualizations are founded on reliable and tested data. Key benefits include:

Key Functionality

- Map-base selection tools designed to easily identify a variety of study locations. Intuitive corridor and zone selection modules enabling use cases including single corridor to region-wide analyses.
- Supports multi-date, multi-time and multi-location selection to enable comparison studies.
- Enhanced workflow enables individual to share study location files, visualization and zone files with others managing analysis.

Data Source and Coverage

- XD-based roadway segmentation and coverage
- XD-based visualization and analysis
- Data granularity defined by user in 1-, 5-, 15-, or 60-minute increments

Data Storage and Access Features

- All data and data artifacts of Roadway Analytics housed in a cloud-based storage solution that includes the following benefits:
 - Established backup and redundancy procedures
 - State of the art data storage security
 - Zero physical infrastructure requirements or procurement and maintenance of hardware
- As a cloud-based SAAS, Roadway Analytics is accessible anywhere with internet access
- Supports a multitude of simultaneous users through unique individual accounts

Key Features - Tools

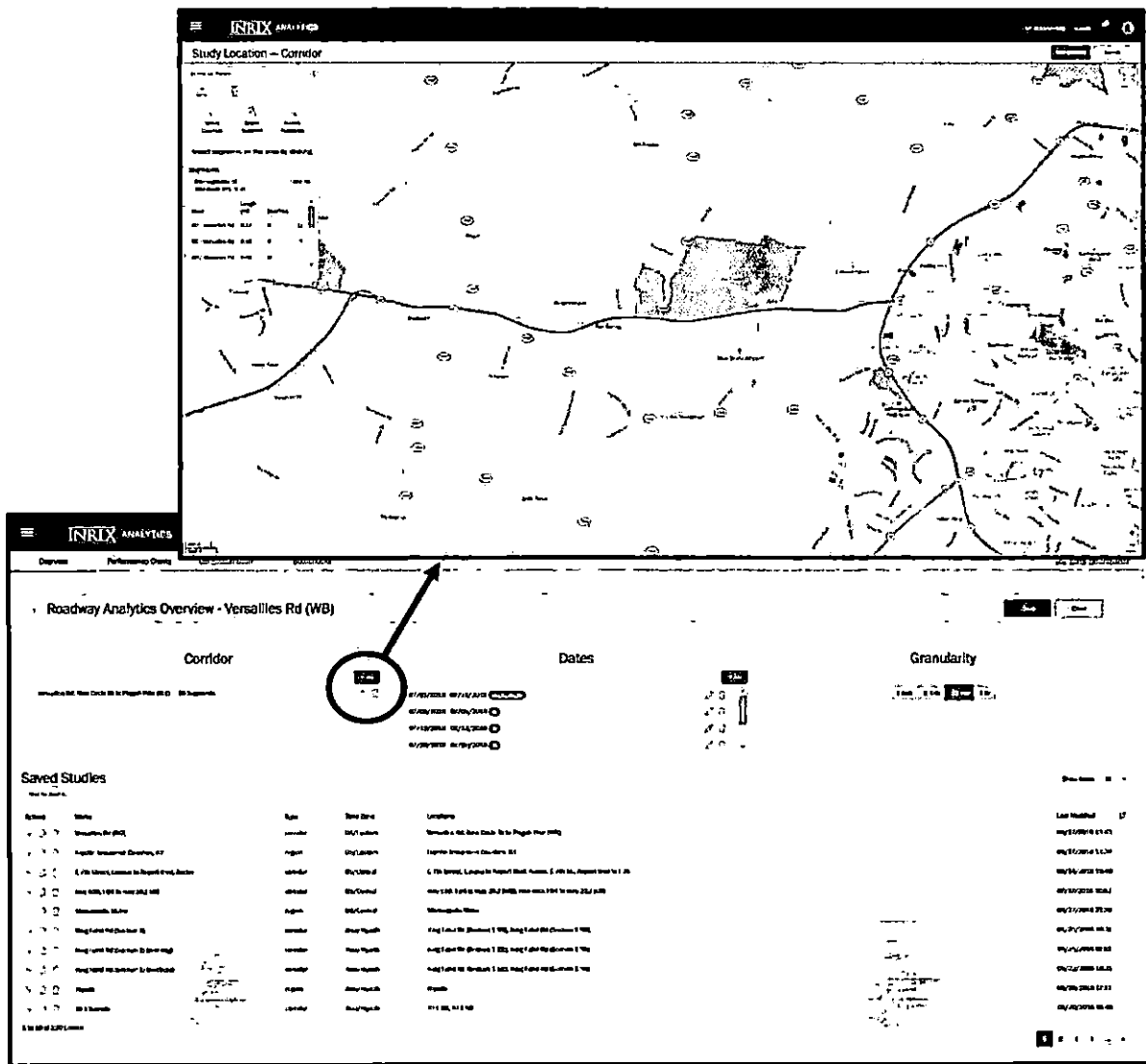
- Data downloader provides direct access to the underlying traffic data including segment by segment speeds, average speed, reference speed, travel time, confidence score-value and segment attributes.
- Congestion scan is an analytics and visualization tool that enable users to pinpoint where traffic conditions are suboptimal along a corridor. It provides segment by segment visibility of the roadway condition along the length of a corridor.
- Performance charts and summaries is an analytics and visualization tool that plots, tabulates and summarizes data as a line or bar chart. It enables trending analyses and comparison studies.

- Bottleneck ranking is an on-demand bottleneck reporting tool that identifies, tabulates and visualizes bottlenecks or congested corridors for a specific analysis period within an area. Bottlenecks are ranked by considering the number of occurrences, length and duration.

Additional detail for tool follows.

4.4.1 Overview Screen – Study Creation

The Overview Page serves as the home screen for the Roadway Analytics platform, providing easy access to saved studies and configuration of new studies (reports). Only three parameters are necessary to define new studies, a location (segment, corridor, or area) and date or date range (up to 7 per study) and data granularity (1-, 5-, 15-, or 60-minute). The “Add Location” selection screen provides both search parameters and map-based selections options for definition of study locations to provide flexibility to easily define study segments.

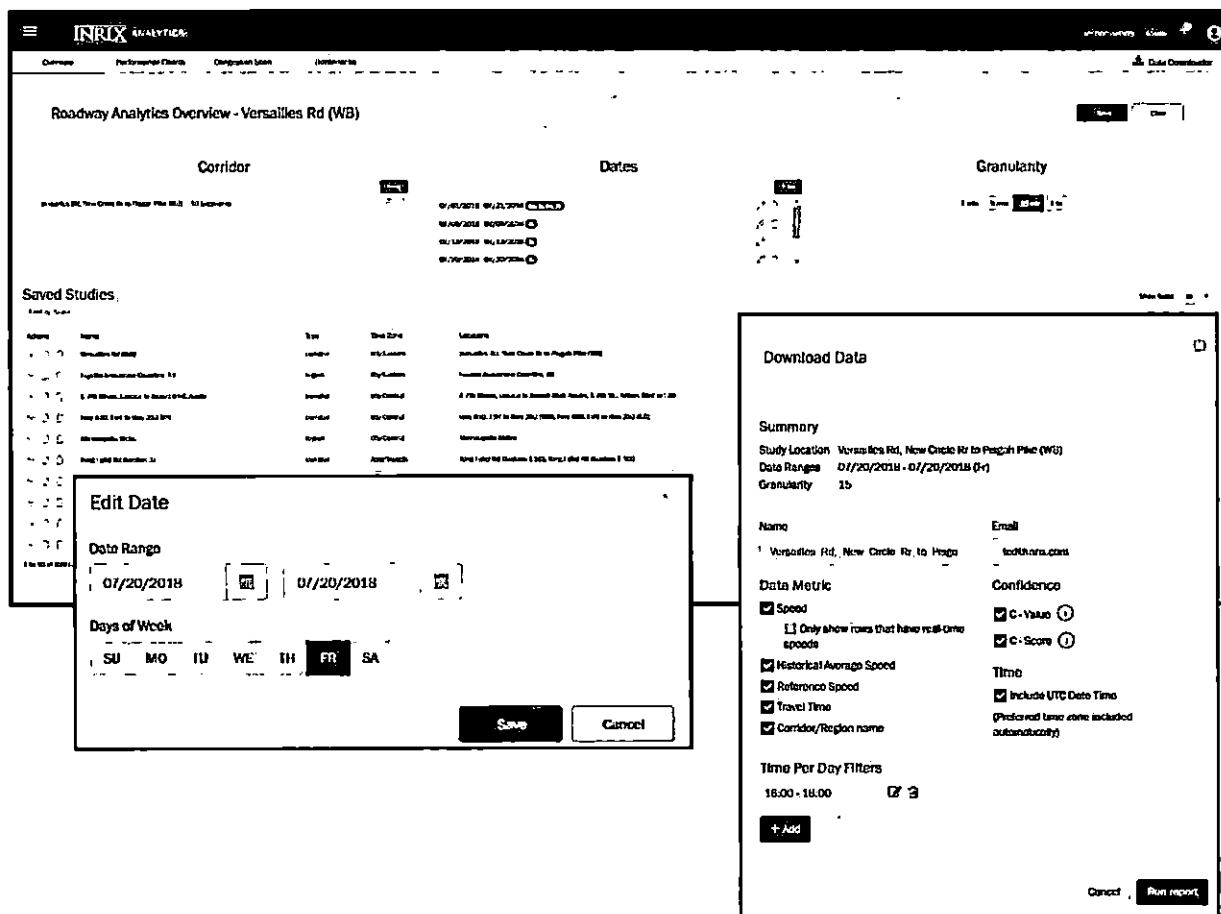


Example of Study Creation

4.4.2 Raw Data Downloader

Those that require customized computations or additional analytics beyond those provided within the Performance Measures suite, turn to the Data Downloader for complete access to the underlying data. This tool provided .csv files containing the speed, historic average speed, reference speed, travel time, confidence score and c-value data in 1-, 5-, 10-, 15-, 30-, and 60-minute bins for any segment of roadway within the network. Additionally, the Data Downloader also provides segment-by-segment information including Segment ID number, geographic descriptions and start/end coordinates. This feature of the analytics package satisfies all requirements related to access of Real-Time Archive data.

Note: The selection tool which is common across all elements of the platform allows extreme flexibility in the selection of dates, including multiple ranges and selection of specific days to include with the ranges.



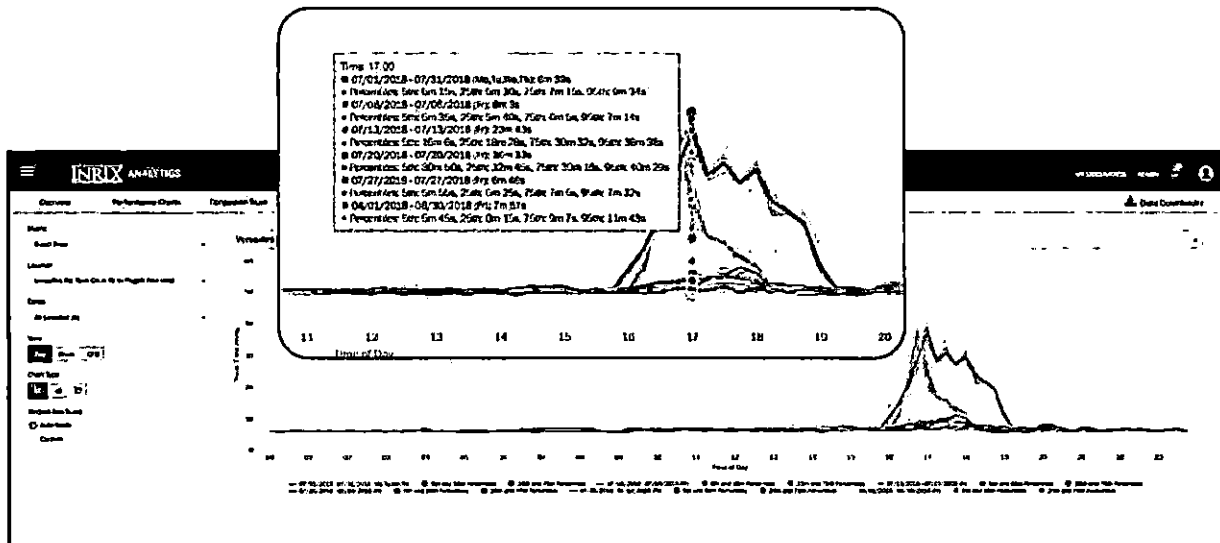
Example of Selection Screens from Raw Data Download Tool

4.4.3 Performance Charts

The Performance Charts enable the visualization of data in a graphical layout that is particularly suited for decoding trends, day-by-day or year-over-year. Transportation professional responsible for deciphering and leveraging trends to plan the smart cities of tomorrow will turn to this tool for on-demand analytics and a familiar set of visualization readily understood by industry professionals. Charts indicate trends and technical analysis through a variety of chart options including, bar, scatter, line and candle stick view. Fully customizable line colors and selectable metrics enable users to easily compare up to seven analysis periods.

Key features

- Enables comparison, before & after studies
- Supports up to 7 different dates
- Exportable images
- Multiple chart types
- Metric include:
 - Speed
 - Buffer time
 - Historic average speed
 - Buffer time index
 - Travel time
 - Planning time
 - Travel time index
 - Planning time index



Examples of the Performance Charts – Showing “mouse-over” Tool Tips

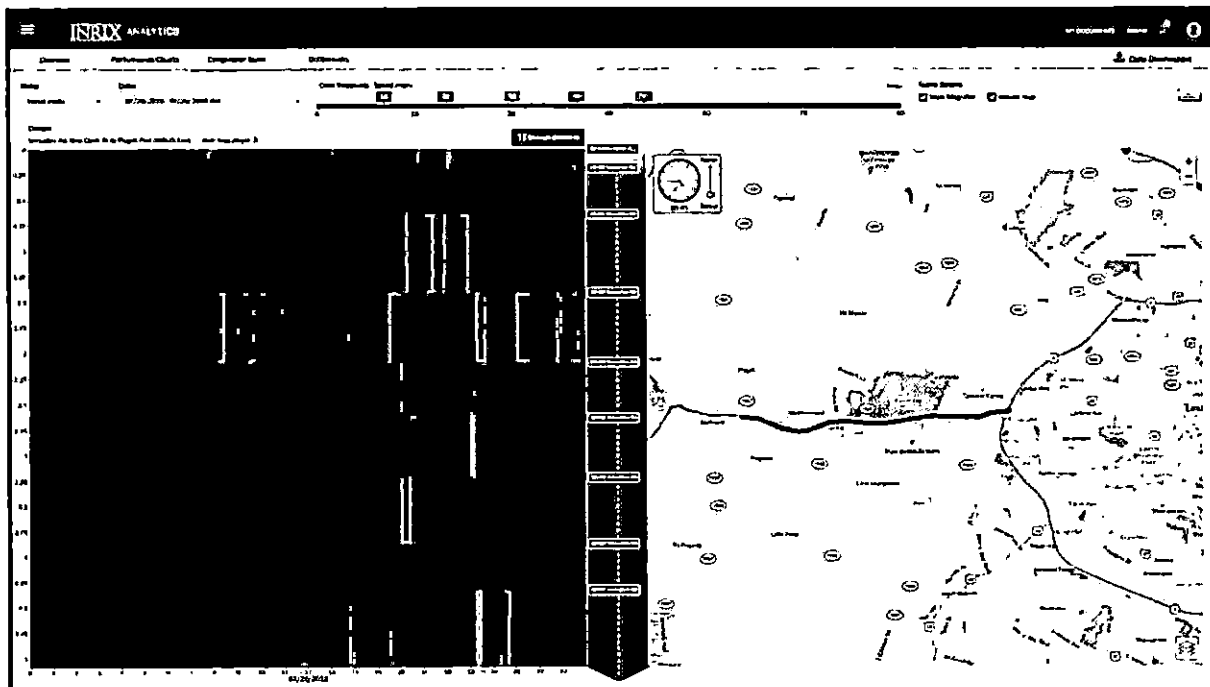
Note: All visualizations in the Roadway Analytics section are of Versailles Rd (US-60) from New Circle Rd. to Pisgah Pike / Shannon Run Rd. A quick search of bottlenecks covering the two-county area for month of July listed a slowdown on July 20 that appeared significant (see Bottleneck graphic). To explore, we configured a study to include all Fridays in July, the average of all Mon-Thurs in July and the average of all Fridays April thru June. Results are displayed above and the following pages.

4.4.4 Congestion Scan

The Congestion Scan enables user to aggregate data in 1-, 5-, 10-, 15-, 30-, and 60-minute bins to for any corridor or set of contiguous roadways to represent speed, congestion, travel time, buffer time and other performance metrics. As the tool correlates temporal and spatial information, it is particularly suited for planning or assessment efforts that require pinpointing locations of sub-optimal conditions. Users can use speed and color sliders to dynamically enhance their visibility into trouble spots while the metric dropdown enable user to view a variety of performance metrics.

Key Features:

- Pinpoint areas that are underperforming
- Visualize both time and roadway location impacted
- Supports up to 7 different dates
- Exportable images
- Multiple chart types
- NEW – Map Player for easy location referencing of conditions for any time period
- Metric include:
 - Speed
 - Historic average speed
 - Travel time
 - Travel time index
 - Buffer time
 - Buffer time index
 - Planning time
 - Planning time index



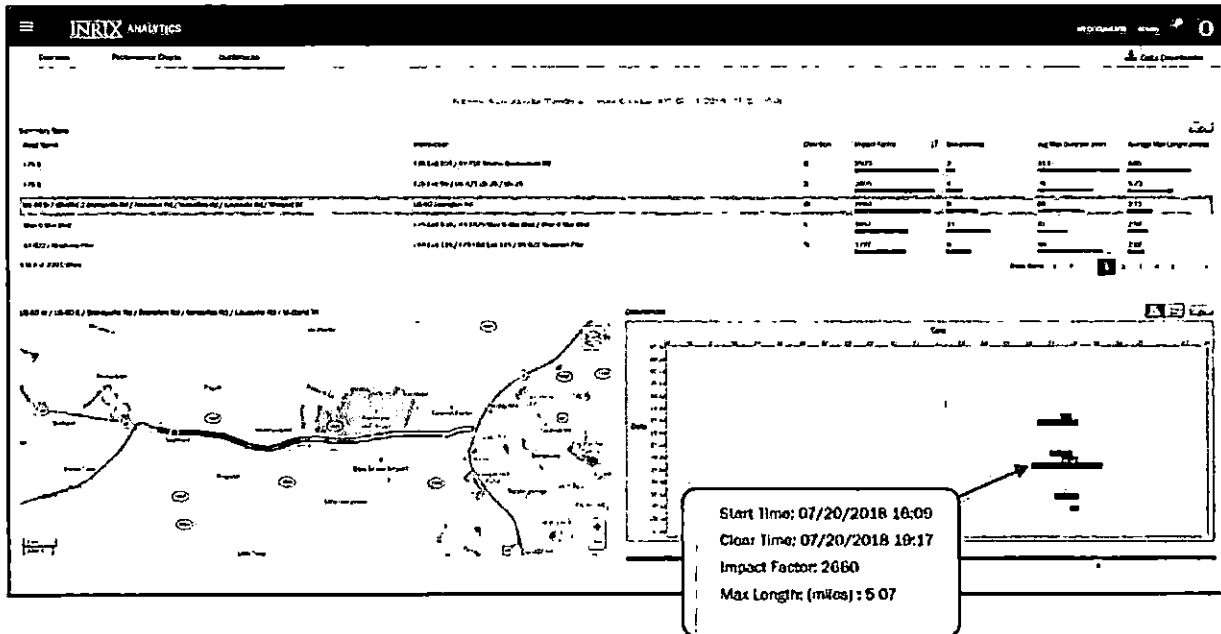
Example of the Congestion Scan with Map Player

4.4.5 Bottleneck Ranking

The Bottleneck Ranking tool is particularly well suited to identify chronically congested locations. By specifying the date range and geographical breadth, users custom query an archive of bottleneck and their associated attributes including bottleneck locations, average duration, average length and the number of occurrences. By considering the impact factor, or the magnitude of the bottleneck attributes, the tool identifies the most impactful bottleneck locations. Those required to report on recurring congestion or that need to identify and prioritize the investment of capital investment turn to this tool for actionable insight. Note, initial dataset for historical bottlenecks is from 2016 and forward.

Key features:

- An archive of bottleneck locations
- Identifies location of recurrent congestion
- Quantifies bottleneck attributes
- Identifies most congested locations
- Enables prioritization of deficiencies



Example of Bottleneck Ranking Tool – Showing “mouse-over” pop up details for July 20 event

4.4.6 Sample Downloads

Sample downloads for the illustrated performance measures are provided on USB memory stick. Files include:

- XD_Segment_List.xlsx, this is a list of the XD segments in the illustrated corridor – included with archive download
- ArchiveDownload.xlsx, is the downloaded speed data for 7/20/18, 14:00-21:00 in 15-minute bins as available via the Data Download Tool
- PERFORMANCE_CHARTS_DAY.zip, is a download of Performance Chart data of the illustrated example. Data is included for all performance metrics inside an individual file for each data and/or date range
- CONGESTION_SCAN.zip, is a download of data for the Congestion Scan of the illustrated example. Data is included for all performance metrics inside an individual file for each data and/or date range
- perf_chart.jpg, is a jpg of the illustrated performance chart
- BOTTLENECK.zip, is the downloaded bottleneck summary for July 2018 for the two counties region as provided by the download tool

4.5 Technical Support

INRIX provides technical support 24 hours per day, 7 days per week on an annual basis. Primary support for the real-time services, the roadway analytics platform, and associated data services is via email to support@INRIX.com. This link is also at the bottom of the traffic monitoring web page. Users may report critical and important problems by telephone to either the Partner Support Desk or the After-Hours Desk, Toll free: +1(877) 467-4948; Local toll: +1 (425) 284-3870.

Within the Help function of the roadway analytics platform, there is also a “Send Feedback” link that provides a way to report questions or problems with the ability to embed a study link if applicable, as well as an option to offer suggestions for future platform enhancements.

5 INRIX Commercial Proposal

INRIX is providing multiple price points, so as to offer LFUCG procurement flexibility.

There are two basic services (described in detail in the sections above) offered with annual fees:

- **INRIX XD Monitoring Site** - A web-based monitoring site providing real-time view of traffic conditions at the link level, historical traffic maps at the 15-minute level, XD Incidents and XD Flow Incidents: **\$30,000 annually.**
- **INRIX Roadway Analytics** - tailored to provide public agencies and enterprise with quick and easy access to reliable traffic data and visualizations so that they can plan, monitor and assess roadway performance. As a subscription-based, software-as-a-service (SAAS) product, it is accessible via any web browser without additional hardware or software requirements. Roadway Analytics is based on the XD roadway network and INRIX historical speed archive, including a collection of on-demand analytics tools: **\$60,000 annually.**

The INRIX Roadway Analytics platform includes one year of back data as well as license to the contracted year of services in the base annual subscription. Two options for additional back data are offered:

- **One additional year of back data** (providing two years of back data on day-one of the services): **One-time fee of \$36,000.**
- **All-available back data** which populates the platform with historical data from January 1, 2014 forward: **One-time fee of \$57,600.**

Multi-year Bundled Discount – The total annual subscription fee for both the INRIX XD Monitoring Site and Roadway Analytics is \$90,000. The services may be renewed annually on a year to year basis upon approval of both parties. With commitment to a minimum initial term of three (3) years, the total annual subscription fee is reduced to **\$75,000**. The service, following the 3-year commitment, may then be renewed annually on a year to year basis for two (2) additional one-year terms at the same fee of \$75,000 at the option of LFUCG, and thereafter upon approval of both parties.

6 Legal Exclusions

1. With respect to sub-section (1) of "Indemnification and Hold Harmless Provision," INRIX submits its RFP response conditional on a contract modification to include a liability cap not to exceed the contract value. As a data provider, INRIX cannot assume liability for amounts greater than the value of the contract.
2. With respect to sub-section (2) of "Indemnification and Hold Harmless Provision," INRIX submits its RFP response conditional on a contract modification to not indemnify LFUCG for damages, liabilities, and losses caused by LFUCG's own active negligence or willful misconduct. INRIX will indemnify to the extent damages, liabilities, and losses are caused by the active negligence or willful misconduct of INRIX. It is not reasonable for INRIX assume responsibility for LFUCG's active negligence or misconduct because that would require INRIX to assume uninsurable responsibility for acts outside of its control.

7 INRIX Special Terms

These INRIX Special Terms address the unique nature of the INRIX traffic-related data (the "INRIX Data") to be provided pursuant to a mutually negotiated contract.

1. As INRIX develops the INRIX Data for a variety of companies, INRIX retains all intellectual property and other rights with respect to the INRIX Data and all related and derivative technology, except for technology that INRIX specifically develops for you pursuant to a mutually agreeable contract or PO that expressly identifies you as the owner or joint owner of such technology.
2. The INRIX Data license granted to you will be for use solely by your customers in the territory encompassed by this proposal, will be nonexclusive, nontransferable and nonsublicensable (except to such customers), and will be limited to the term of the applicable contract or PO. All presentations of the INRIX Data will contain proprietary notices and logos and/or website links of INRIX and/or the INRIX suppliers in a form reasonably provided by INRIX from time to time.
3. Except as otherwise expressly provided in a follow-on contract, all INRIX-provided data will be provided "as is" and without warranty or obligation of any kind, and to the maximum extent permitted by law, any and all representations, warranties and conditions of any kind whatsoever (including implied or other warranties of merchantability, fitness for a particular purposes and the like) are expressly excluded. No acceptance procedures will apply to such data.
4. The INRIX Data will be the PO-designated products that INRIX customarily provides its other customers in the territory encompassed by this proposal, which is subject to modification from time-to-time. The INRIX Data will not be merged or combined with any other traffic data not provided by INRIX. INRIX will provide all data-related services from its existing USA servers. INRIX reserves the right, at its sole discretion, to use third parties to provide services or data hereunder, including government agencies, and such parties will not be deemed to be subcontractors.
5. If INRIX receives data from you, INRIX will not be provided with any personally identifiable (or personal) information in relation to that data, and you must comply with all applicable laws. All of your security guidelines will apply to confidential information marked as such by you, and the parties will hereafter agree upon which of those guidelines should apply to INRIX, and how to properly implement those guidelines.
6. Neither party (nor its direct or indirect suppliers) will be liable to the other or its customers or any other third parties for consequential, incidental, special, punitive or any indirect damages (including lost profits) related to the INRIX Data, or for any damages relating to any malfunctions, data delays, loss of data or interruption of service.
7. INRIX's suppliers will not have any liability in relation to the use of the INRIX Data hereunder. INRIX and its suppliers will not be liable for any claim, loss or penalty resulting from use or timeliness of the INRIX Data by your customers, and you agree to use reasonable efforts to ensure such limited liability in your end user license agreements with those customers. INRIX will maintain only the insurance policies and limits currently in force as of the date of this proposal.
8. Under no circumstances will INRIX's aggregate liability for all claims, acts and/or omissions arising out of related to any resulting contract hereunder (or any PO), regardless of whether any claim or action is based on contract, tort or otherwise, exceed the total amount paid by you to INRIX under the applicable contract (or PO) during the 12-month period prior to the date on which the claim arose.
9. There will be no financial retention, withholding or offsets with respect to compensation due to INRIX, and no VAT or income taxes withheld because it is a USA corporation providing services from the USA. Invoicing may be conducted by the use of signed PDF's via email. Neither party will have any right to terminate the contract (or any part thereof) for convenience. All permitted terminations will be for the contract as a whole, not individual PO's or other portions.
10. Each party may seek equitable relief where necessary. Except for such relief, all claims and/or disputes relating to any contract (or PO) for the INRIX Data will be finally and exclusively settled by binding arbitration in Seattle Washington in accordance with the then-existing rules of the American Arbitration Association. The arbitral tribunal will consist of ONE (1) arbitrator and will be appointed in accordance with the rules of such institute. All communications between the parties, and all arbitral proceedings, will be in English. This proposal is subject to the formal signing of a mutually-agreeable written contract between the parties.

EXHIBIT C-RFP #25-2018 Travel Time Analytics Platform (36 Pages)



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #25-2018 Travel Time Analytics Platform** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **August 23, 2018**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

RFP #25-2018 Travel Time Analytics Platform If mailed, the envelope must be addressed to:

Todd Slatin – Purchasing Director
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and five (5) duplicates (hardcopies) of their proposal for evaluation purposes.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have

occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

1. Compliance with Requested Services. (30 Points)
2. Fees (30 Points)
3. Experience and past performance in similar engagements (20 Points)
4. Extent of historical data available (10 Points)
5. Roadway Coverage beyond Principal Arterial (10 Points)

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>

Or submitted to:

Sondra Stone
Division of Central Purchasing
sstone@lexingtonky.gov

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenan																	
Total:																	

Prepared by: _____ Date: ____ / ____ / ____

(Name and Title)

Revised 2015-Dec-15

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2015 12 15

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran -owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

**Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov**

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as defined by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Sheila Eagle	Sheila.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work

items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to

brIBE an officer or employee of the LFUCG.

9. **Additional Information:** While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. **Ambiguity, Conflict or other Errors in RFP:** If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. **Agreement to Bid Terms:** In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. **Cancellation:** If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:

- (a) Failure to perform the contract according to its terms, conditions and specifications;
- (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or

other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Consultant hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Consultant shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Consultant's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONSULTANT acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONSULTANT in any manner.

FINANCIAL RESPONSIBILITY

CONSULTANT understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by CONSULTANT. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.

- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONSULTANT's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

CONSULTANT shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

CONSULTANT agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONSULTANT understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONSULTANT for any such insurance premiums purchased, or suspending or terminating the work.

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LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

REQUEST FOR PROPOSAL

Travel Time Analytics Platform

A. Purpose

The Lexington-Fayette Urban County Government (LFUCG) and the Lexington Metropolitan Planning Organization is soliciting proposals from interested and qualified professional consultants/vendors to provide strategic direction, implementation and integration of Travel Time Analytics (TTA) Platform. The platform shall be implemented to meet the needs of LFUCG Division of Traffic, Division of Planning and the Lexington Area MPO. These needs shall include but are not limited to, the ability to analyze travel time data along ALL Urban Principal Arterials, Expressways and Interstates within Fayette and Jessamine County to meet all Federal reporting requirements.

B. Scope of Services

The scope of services set forth in this Request for Proposals represents an outline of the items to include in the proposal and services that LFUCG anticipates the selected firm to perform.

1. **Kick-off Meeting**– Facilitate and conduct a kick-off meeting with LFUCG to identify key stakeholders, discuss project schedule and identify any potential data needs of the consultant. Conduct additional meetings with LFUCG and project partners, as necessary. Preferred meeting type is at the discretion of selected vendor (in-person or video conference.)

Deliverables: Project Schedule, Meeting Notes, List of Stakeholders

2. **Travel Time Analytics Platform** –

- a) **Real-Time Traffic Analytics:** The Travel Time Analytics Platform shall be capable of analyzing real-time traffic data for multiple segments along Interstates, Expressways and Urban Principle Arterials. This live data feed shall include but not be limited to the following metrics: Segment Length, Segment Speed, Segment Free Flow Speed and Segment Travel Time. The TTA platform shall also be capable of displaying a map of the Fayette and Jessamine County areas using a color coding to indicate level of congestion for that particular roadway segment. *Note: The free flow speed shall be a calculated value based on real-world driver habits and shall not rely simply upon the Speed Limit for the selected roadway segment.*
- b) **Subscription Types:** Vendors shall provide multiple price points, if they are available, so as to offer LFUCG procurement flexibility. If fee estimates from

vendors are over the budgeted amount that LFUCG has set aside, LFUCG reserves the right to revise the scope of services to reduce costs.

- c) **Accessibility:** The TTA Platform shall be cloud hosted and shall be accessible wherever internet is available. All expenses and fees associated with hosting and accessing the data shall be included in the subscription fee.
- d) **Incidents:** The Travel Time Analytics Platform should be capable of detecting incidents or congestion along roadways through multiple means. The Platform should identify the following incident types: Accidents, Events, Construction, Road Weather and Flow Incidents. Incident feed currently being reported by LFUCG will be made available to the selected vendor in the desired format, free of charge.
- e) **Maintenance:** Any software maintenance shall be included in the yearly subscription fee and shall not require any LFUCG personnel. No physical hardware devices shall be necessary for TTA functionality along any roadway in Fayette County. All updates, enhancements and data management efforts shall be the responsibility of the Data Provider.
- f) **Congestion Recognition:** TTA platform should be able to identify and display recurring and non-recurring congestion. Congestion events should be organized into lists identifying their location and length of event.
- g) **Data Archiving:** The TTA Platform shall archive ALL speed and travel time data for every roadway segment that is displayed in the Live Traffic Data pages. The data provided shall be available as a raw data file or as a hosted, "post processed" product; both of these options shall be included in the subscription fee. At least a year of historical data shall be available immediately following the awarding of this contract. Proposals shall also include an option to purchase additional years of historical data for a "per-year" lump sum. Data for any particular roadway segment shall be available to be compared from at least 3 different time periods at once.
- h) **Data Customization:** TTA should allow users to change roadway segment lengths based on the desired data to be analyzed. No minimum segment length will be specified but there should be an ability to analyze roadway of different segment lengths.
- i) **Performance Metrics:** TTA Platform shall include the ability to analyze multiple different performance metrics including but not limited to: Speed, Historical Average Speed, Travel Time, Travel Time Index, Buffer Time, Buffer Time Index, Planning Time and Planning Time Index. There shall be the ability to depict these metrics in the form of a bar graph or line graph and all of these images should be exportable to a JPG or PDF file. A CSV of the raw data shall also be available for the selected data ranges.
- j) **Users:** The TTA Platform shall be usable by any LFUCG approved stakeholder. This could include but is not limited to employees of LFUCG, Lexington Area MPO, KYTC, other governmental or quasi-governmental agencies as well as any consultant tasked with conducting studies, design or construction for the aforementioned entities. If a consultant is given access, it

shall only last for the duration of services being provided to LFUCG or the MPO.

Deliverables: Username and Password Access.

3. **Training** – After TTA Platform contract is awarded, provider shall conduct web-based training to government entities. This training shall include an overview of all system features and shall include a question and answer session. Training shall be recorded and made available to LFUCG for future use.

Deliverables: Web-based training, recording of training session

C. Selection Criteria and RFP Submittal Process

Selection criteria will be as follows:

- (1) Compliance with Requested Services. (30 Points)
- (2) Fees (30 Points)
- (3) Experience and past performance in similar engagements (20 Points)
- (4) Extent of historical data available (10 Points)
- (5) Roadway Coverage beyond Principal Arterial (10 Points)