

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A SOFTWARE LICENSE AND SERVICES AGREEMENT BETWEEN THE TOWN OF ADDISON AND PARADIGM TRAFFIC SYSTEMS, INC., IN AN AMOUNT NOT TO EXCEED \$598,600.00, FOR THE EVALUATION, CONSULTATION, IMPLEMENTATION, CUSTOMIZATION AND CONFIGURATION OF AN ADVANCED TRAFFIC MANAGEMENT SYSTEM, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:**

**SECTION 1.** The Software License Services Agreement between the Town of Addison and Paradigm Traffic Systems, Inc., for the evaluation, consultation, implementation, customization and configuration of an advanced traffic management system in an amount not to exceed \$598,600.00, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

**SECTION 2.** This Resolution shall take effect from and after its date of adoption.

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the **26<sup>th</sup>** day of **MAY** 2020.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Joe Chow, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Irma Parker, City Secretary

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

# EXHIBIT A

## SOFTWARE LICENSE AND SERVICES AGREEMENT

This Agreement (the “**Agreement**”) is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the “**Effective Date**”), is by and between the **Town of Addison, Texas**, hereinafter referred to as the “**Town**”, a home rule Texas municipal corporation, and **Paradigm Traffic Systems, Inc.**, hereinafter referred to as the “**Consultant**”, a Texas Corporation, each individually referred to hereinafter as a “**Party**” and collectively as the “**Parties**.”

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1. DEFINITIONS.

- 1.1 Defined Terms. Defined terms have the meanings set forth in this Article 1 (Definitions) and Article 2 (Definitions) in Exhibit A and elsewhere in this Agreement when capitalized, and may be read in singular, plural or an alternative tense as the context requires.
- 1.2 “**Affiliate**” means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such entity. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.
- 1.3 “**Applicable Law**” is as defined in Section 9.3 herein.
- 1.4 “**Applications**” means the Applied Information Glance, TravelSafely mobile application, data portal, and other Applications as described in Exhibit B.
- 1.5 “**Authorized User**” means an Affiliate, employee, agent or independent contractor of Town (solely to the extent such said user is providing services to Town), who has been authorized by Town to use the traffic systems, Applications, and Services.
- 1.6 “**Consultant**” includes Paradigm Traffic Systems, Inc. (also referred to hereinafter as “Paradigm Traffic Systems”), its Affiliate or its Subcontractors.
- 1.7 “**Documentation**” means the user guides and user manuals for the traffic management systems, Applications, and Services Paradigm Traffic Systems, Inc. provides to Town.
- 1.8 “**Go Live**” means the date of cutover to all systems, Applications, and Services to be a fully operational mode.
- 1.9 “**Integration Control Document**” means the agreement, if applicable, governing any integrations with a third party.
- 1.10 “**Intellectual Property Rights**” means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications thereof; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications thereof; (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any

- jurisdiction.
- 1.11 **“Professional Services”** means the evaluation, consultation, implementation, customization, configuration and other Services offered by Paradigm Traffic Systems in connection with the SaaS Services.
  - 1.12 **“Regular Usage Period”** means the agreed upon Term for any traffic management systems, Applications, and Services commencing upon the occurrence of Go Live.
  - 1.13 **“SaaS Services”** means the Applications, Software, and related software-as-a-service (“SaaS”), hosting, maintenance and support Services made available by Paradigm Traffic Systems, its Affiliates, Subcontractors, and Third-Party Providers for remote access and use by Town, including any Documentation thereto.
  - 1.14 **“Services”** means the services provided or required to be provided by or through Paradigm Traffic Systems for the ten (10) year term, including without limitation, Systems, SaaS Services, and Professional Services.
  - 1.15 **“Software”** means the object code version of computer software and all Updates made available by Consultant to Town under this Agreement.
  - 1.16 **“Statement of Work”** means a detailed plan of work to be agreed by the Parties in conjunction with and in compliance with the terms of this Agreement.
  - 1.17 **“Subcontractor”** means any third party vendor, manufacturer, service provider or other entity that is or may be engaged by Paradigm Traffic Systems for performance of the Services under this Agreement.
  - 1.18 **“System”** means hardware and cabling for the traffic system made available by Paradigm Traffic Systems as further described in Exhibit A and Exhibit B.
  - 1.19 **“Term”** means the Initial ten (10) year Term and any Renewal Term.
  - 1.20 **“Third-Party Application”** means a third party service approved by Paradigm Traffic Systems to which Town and any Authorized User facilitates Consultant’s access to, and use of, the SaaS Services via an application programming interface (API) or other means. Consultant’s approval of a Third-Party Application shall not be unreasonably withheld, conditioned, delayed or denied.
  - 1.21 **“Third-Party Components”** means any components of the traffic management systems, Applications, and Services, from time to time, that are provided by third-parties.
  - 1.22 **“Third-Party Data”** means any data owned by a third party that Paradigm Traffic Systems provides to Town.
  - 1.23 **“Third-Party-Managed VPN Access”** means VPN SaaS Services access provided to Town of Addison Authorized Users.
  - 1.24 **“Third-Party Provider”** means third parties, including other vendors, state agencies and local agencies, that control products and/or databases with which Paradigm Traffic Systems Services are to be interfaced.
  - 1.25 **“Town Data”** means all data, information, content and other materials stored or transmitted by Town and any Authorized User through the SaaS Services (i) in their user accounts; and (ii) on any Third-Party Application.
  - 1.26 **“Updates”** means any and all new releases, new versions, patches and other updates, including major and minor upgrades, for the traffic management systems, Applications, and Services that Paradigm Traffic Systems makes generally available without additional charge.
  - 1.27 **“Website”** means any Internet website through which Paradigm Traffic Systems provides Services under this Agreement.
  - 1.28 **“24/7”** means twenty four hours a day and seven days a week for 365 days a year.

2. **SERVICES.**

- 2.1 **SaaS Services.** Subject to the terms of this Agreement, and during the Term, Consultant hereby grants a non-exclusive, non-transferable, non-sublicensable license to Town and its Authorized Users to access and use the SaaS Services through the Website for Town's internal purposes and in accordance with the terms and conditions of this Agreement. Consultant will be responsible for hosting the Website, and Town and its Authorized Users will be responsible for obtaining internet connections and other third party software, hardware and Services necessary for it to access the Website through the Internet. Town will be responsible to Consultant for compliance with the restrictions on use and other terms and conditions of this Agreement by any of its Authorized Users.
- 2.2 **Professional Services.** Consultant offers Professional Services in connection with the Services defined herein and as further described in Exhibits A and B. To the extent any Professional Services involve the development of any customization or configuration to the Services, all Intellectual Property Rights to such customization or configuration will be solely owned by Paradigm Traffic Systems and will be deemed to be included in the definition of Services and licensed to Town on the terms set forth herein. **IN THE EVENT TOWN PAYS ANY OR ALL DEVELOPMENT COSTS OF ANY CUSTOMIZATION OR CONFIGURATION TO THE SERVICES, THE TOWN AND CONSULTANT WILL SHARE ALL INTELLECTUAL PROPERTY RIGHTS.**
- 2.3 **Access to Documentation.** Paradigm Traffic Systems will provide Town via the Website or other means with access to the Documentation, as may be updated from time to time. Town may print copies of, use, and permit its Authorized Users to use the Documentation solely in connection with the use of the Services.
- 2.4 **Support Services.** As defined by Exhibit C, Section 1.
- 2.5 **Restrictions on Use.** Town and its Authorized Users will not (and will not permit any third party to): (i) share Town's or any Authorized User's login credentials; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the Services or of any files contained in or generated by the Services; (iii) copy, modify, adapt or translate the Services or the Third-Party Data, or otherwise make any use, re-sell, distribute or sublicense the Services or the Third-Party Data other than in connection with this Agreement; (iv) make the Services available on a "service bureau" (i.e. time sharing, subleasing, sublicensing or rental) basis or allow any third-parties to use the Services; (v) disclose the Services or any of its components to third-parties; (vi) remove or modify any proprietary marking or restrictive legends placed on the Services or the Third-Party Data; (vii) use the Services or the Third-Party Data in violation of any Applicable Law; (viii) create or augment any mapping-related dataset including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list for use in an implementation that is not connected to the Services; (ix) use the Services or the Third-Party Data in violation of any Applicable Law; (x) introduce into the Services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (xi) use the Services to post advertising or listings; (xii) use the Services to defame, abuse, harass, stalk, or threaten others; (xiii) permit access or use of the Services by any individual



outside the United States; (xiv) hide or obscure any Authorized User's location; (xv) permit access or use of the Services, for any activities other than to enhance The Town's own services, where reliance solely on, or failure to use, the Services could lead to death, personal injury, or property damages. The Town and its Authorized Users will not access the Services if in direct competition with Consultant, and will not allow access to the Services by any party who is in direct competition with Consultant, except with Consultant's prior written consent.

- 2.6 **Security Obligations.** The Town agrees it and its Authorized Users shall securely manage their respective password(s) for access to the System and SaaS Services. The Town agrees it shall notify Consultant promptly in the event it becomes aware of any unauthorized access or use of the System and SaaS Services, or of any of its or its Authorized Users passwords or accounts. The Town is responsible for all activities conducted within Authorized User accounts with approved access to the System and SaaS Services. The Town shall comply with all applicable local, state, federal and regional or other laws and regulations applicable in connection with use of the System and SaaS Services, including all those related to data privacy and the transmission of technical or personal data. The Town agrees to (a) provide true, accurate, current and complete registration data for each account it creates via the Systems and SaaS Services, and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete.
- 2.7 **Title.** As between Consultant and the Town, Consultant shall retain title to and ownership of the SaaS Services, including all copyrights and other Intellectual Property Rights relating thereto. Consultant's licensors shall retain title to and ownership of the Third-Party Data and the Third-Party Components, including all copyrights and other Intellectual Property Rights relating thereto. The Town will have no rights with respect to the SaaS Services, the Third-Party Data or the Third-Party Components other than those expressly granted under this Agreement; provided that the foregoing does not restrict any rights in any Third-Party Data that the Town may have access to pursuant to a separate third-party agreement.
- 2.8 **Data.** As between Consultant and the Town, the Town owns and shall retain all right, title, and interest, including, without limitation, all Intellectual Property Rights, in and to the Town's Data. The Town shall have the sole responsibility for the accuracy, quality, and legality of the Town's Data, including obtaining all rights and consents necessary to share the Town's Data with Consultant as set forth in this Agreement. Notwithstanding anything to the contrary contained herein, to the extent allowed by law, the Town hereby grants to Consultant a revocable, royalty free, non-exclusive, sublicensable (but only as permitted herein) license to use the Town's Data to provide the SaaS Services to the Town. The Town may revoke its consent to Consultant's collecting and using such data, pursuant to this Agreement, by written notice to Consultant; provided, however, that in such case or in the case of any of the foregoing licenses not being allowed by law, the Town understands and agrees that such revocation of consent may impair or render impossible the Town's use of the SaaS Services, and Consultant shall not be liable for any resulting impairment or disruption or other impact on service. Consultant may not sell or offer for sale any of the Town's Data, whether in identifiable, or anonymized and aggregated form.
- 2.9 **THIRD-PARTY APPLICATIONS AND THIRD-PARTY COMPONENTS. IF CONSULTANT INSTALLS OR ENABLES A THIRD-PARTY**

**APPLICATION AND THIRD-PARTY COMPONENTS FOR USE WITH THE SAAS SERVICES, CONSULTANT GRANTS THE TOWN PERMISSION TO ACCESS THE TOWN'S DATA STORED ON THAT THIRD-PARTY APPLICATION. CONSULTANT WILL BE RESPONSIBLE FOR ANY THIRD-PARTY APPLICATION OR THIRD-PARTY COMPONENTS, OR FOR ANY FAILURE OF A THIRD-PARTY APPLICATION OR THIRD-PARTY COMPONENT TO PROPERLY INTEROPERATE WITH THE SAAS SERVICES.**

- 2.10 **Third-Party Data.** The Town shall access and use any Third-Party Data in accordance with the terms and conditions of this Agreement.
- 2.11 **Agreements with Affiliates.** Consultant, and not the Town, is solely responsible for establishing any required agreement(s) and/or statement(s) of work with Affiliates in connection with the interfaces and for paying all Affiliate fees, costs and expenses.
- 2.12 **Agreements with Subcontractors.** Consultant, and not the Town, is solely responsible for establishing any required agreement(s) and/or statement(s) of work with Subcontractors in connection with the interfaces and for paying all Subcontractor fees, costs and expenses.
- 2.13 **Agreements with Third-Party Providers.** Consultant, and not the Town, is solely responsible for establishing any required agreement(s) and/or statement(s) of work with Third-Party Providers in connection with the interfaces, and for paying all fees, costs and expenses of Third-Party Providers.
- 2.14 **Changes to Services.** Consultant may make changes and Updates to its Services, provided that it does not materially alter the quality of any Services. Consultant shall produce, distribute and release notes to the Town prior to any scheduled releases to production. Consultant shall provide the Town with prompt, and in no case fewer than thirty (30) days, advance notice.
- 2.15 **Subcontractors.** Consultant shall obtain the Town's approval for any Subcontractor, which approval may not be unreasonably withheld. In the event that the Town withholds its approval of a particular Subcontractor, Consultant shall promptly replace such Subcontractor. In instances for which Consultant exercises its right to use a Subcontractor, Consultant shall remain responsible for the duties imposed upon it herein.
- 2.16 **No Third-Party Beneficiaries.** No provision of this Agreement is intended to, nor shall it in any way, inure to the benefit of any third party.
- 2.17 **SaaS Services Redundancy.** As of the Go Live date under this Agreement, Consultant will ensure high availability and redundancy; all Consultant production servers shall be mirrored in a separate availability zone. Availability zones are geographically disparate data centers and are active/actively allowing for immediate failover. As of the Go Live Date, Consultant shall ensure backups for the entire production environment.
- 2.18 **Escrow Account.** The Consultant agrees to provide an escrow account for SaaS Services, Applications, Third-Party Applications, and Third-Party Components including, but not limited to, Applied Information Glance, data portal, and TravelSafely mobile application (both Apple iTunes and Google Play Stores).

3. **FEES AND PAYMENT TERMS.**

- 3.1 **Fees for Consultant Services.** The Town will pay Consultant fees as per Exhibit B

and as per **Exhibit D** for optional features and equipment, collectively the “Fees”. The Town agrees to pay Consultant an amount not to exceed **FIVE-HUNDRED NINETY-EIGHT THOUSAND SIX HUNDRED DOLLARS AND 00/100 DOLLARS (\$598,600.00)** for the **TOTAL** ten (10) year baseline cost, service requests, optional features and equipment. Upon an agreement, and at the discretion of the Town and the Consultant, the price for optional features and equipment may be reduced.

- 3.2 **Final Payment.** The final five percent (5%) of the Consultant’s Fee, or **TWENTY-NINE THOUSAND NINE HUNDRED THIRTY AND 00/100 DOLLARS (\$29,930.00)**, shall not be paid until the Consultant has completed all of the Services required under this Agreement and delivered to the Town all of the documents, plans, data, maps, and/or other information required by Section 4.2 herein.
- 3.3 **Affiliate, Subcontractor, Third-Party Data, Third-Party Components, and Third-Party Applications.** No additional fees may be applied, and Consultant is solely responsible for payments of Affiliate, Subcontractor, Third-Party Data, Third-Party Components, and Third-Party Applications.
- 3.4 **Charges and Disputes.** On or before the 10<sup>th</sup> day of each month, Consultant shall submit to the Town an invoice for the Services provided by Consultant during the immediately preceding month. Each invoice shall be form and content satisfactory to the Town and shall, among other things, include: (i) a specific description of the Services; (ii) such documentation and information as the Town may require to verify the accuracy of the invoice; and (iii) the sum of all prior payments under this Agreement and the balance remaining that may be charged to the Services. Charges not in dispute shall be paid within thirty (30) days of receipt of invoice.
- 3.5 **Taxes.** The Town is a tax-exempt entity and will provide such documentation on request to Consultant in order to waive all taxes, including sales, use, excise, and other governmental fees, duties, and charges (and any penalties, interest, and other additions thereto) that are imposed with respect to the transactions and payments under this Agreement (excluding taxes based on Consultant’s income or employment) known as “**Indirect Taxes**”. All Fees are exclusive of Indirect Taxes.
- 3.6 All obligations of the Town under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.
- 3.7 Without any additional costs or fees to the account of the Town under this Agreement, Consultant shall be fully responsible to maintain, support, upgrade, and replace any components of the proposed System, including any third party hardware, software and services, and pay for any monthly and or/annual charges for Third-Party Services that are included in Consultant’s System (e.g. 5g air card, TravelSafety mobile APP, etc.).

#### 4. **TERM AND TERMINATION.**

- 4.1 **Term.** The initial Term of this Agreement begins on the Effective Date herein. However, the parties acknowledge and agree that the Advanced Traffic Management System as described in Exhibit B shall be completed as articulated in RFP #20-69 and the Response to the satisfaction of the Town no later than six (6) months from the Effective Date. At the sole option of the Town, the Town may choose optional features and products as described in Exhibit D. The Consultant recognizes that the Agreement shall commence upon the Effective Date and



continue in full force and effect until termination in accordance with its provisions. Consultant and the Town herein recognize that the continuation of any Agreement after the close of any given fiscal year of the Town, which fiscal year ends on September 30th of each year, shall be subjected to City Council approval. In the event that the City Council does not approve the appropriation of funds for the Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder. Agreement may be terminated by the Town at any time upon providing Consultant thirty (30) days written notice of the termination date.

- 4.2 **Termination.** This Agreement may be terminated for any reason, or for no reason whatsoever, by either party upon the terminating party giving the non-terminating party at least thirty (30) days written notice of such termination. Upon termination, Consultant shall be paid in accordance with the terms provided herein, unless Consultant is in breach. If any party fails to perform any of its obligations under the Agreement Documents, such failure shall constitute a default. The non-defaulting party shall give the defaulting party written notice of the default. The defaulting party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law. Upon the termination or expiration of this Agreement, Consultant shall transfer, assign and make available to Town, or Town's representative, all documents, records, reports, studies, and information, and all ideas and concepts, (whether kept electronically, in writing, or otherwise) prepared by or for Consultant under or in connection with this Agreement. The same shall be promptly delivered to Town, along with all of Town's property and materials in Consultant's possession or control belonging to Town. The obligations in this subsection shall survive the expiration or termination of this Agreement.

5. **CONFIDENTIALITY.**

- 5.1 **Confidentiality.** For purposes of this Agreement, the term "**Confidential Information**" means all information that is not generally known by the public and that: (i) is obtained by Consultant from the Town, or that is learned, discovered, developed, conceived, originated, or prepared by Consultant during the process of performing this Agreement, and (ii) relates directly to the business or assets of the Town. Confidential Information shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of the Town that the Town informs Consultant, or that Consultant should know by virtue of its position, is to be kept confidential. During the Term of this Agreement, and always thereafter, Consultant agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than Town, or otherwise appropriate or copy, any Confidential Information, whether or not developed by Consultant, except as required in the performance of its obligations to Client hereunder.

- 5.2 **CJIS Standards; Employee Background Checks.**



- (a) The Town understands and agrees that Consultant utilizes third party vendors (the **"Hosting Providers"**) to host the SaaS Services. The Town may request reasonable records from Consultant from time to time to assess Consultant's adherence to requirements of the applicable Criminal Justice Information System ("CJIS") Security Policy promulgated by the Federal Bureau of Investigation ("FBI") as well as any requirements specifically applicable to the Texas CJIS. For the avoidance of doubt, the Town may need the consent of Hosting Provider to obtain any records or information from Hosting Provider. Consultant will use reasonable effort to assess that Hosting Provider complies with its own data protection practices applicable to the Federal and Texas CJIS.
- (b) The Town will have the opportunity to run background checks on Consultant employees that will have direct access to Town Data in the production environment (such employees, the **"Covered Employees"**), provided that Consultant may assume that a Covered Employee has been cleared by the Town if Consultant does not receive an adverse response from Town within thirty (30) days of a submission of a background check request. The Town reserves the right to prevent any Covered Employee from entering its physical premises at any time.
- (c) Consultant shall comply with all applicable requirements of the most current Federal and Texas CJIS Security Addenda provided to Consultant by the Town.

6. **REPRESENTATIONS.**

**Power and Authority.** Each party represents and warrants that it has the full right, power and authority to enter into this Agreement and to discharge its obligations hereunder and that the person signing this Agreement on behalf of the party has the authority to bind that party. The Town represents and warrants that it has obtained, and shall have, all necessary approvals, consents, and authorizations necessary for procurement under this Agreement and that its obligations under this Agreement do not, and shall not, exceed any budget authority limitations, during the Term of this Agreement. The Town further represents that it has not received federal funding in connection with procurement under this Agreement.

7. **LIMITATION OF LIABILITY.**

- 7.1 **Liability Exclusion.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE, OR FAILURE OF THE SERVICES, THE THIRD PARTY COMPONENTS OR THE THIRD PARTY DATA PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY, ENVIRONMENTAL DAMAGE, LOSS OF PROFITS, REVENUES, ANTICIPATED SAVINGS, CUSTOMERS, OPPORTUNITIES, DAMAGE TO PRIVACY, REPUTATION OR GOODWILL OR UNAVAILABILITY OF THE SERVICES, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.
- 7.2 **Exceptions.** NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTION 7.1 SHALL NOT APPLY TO DAMAGES ARISING FROM EITHER PARTY'S

INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8. **INDEMNIFICATION AND INSURANCE.**

8.1 **CONSULTANT, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONSULTANT" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "TOWN" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS (INCLUDING COPYRIGHT/TRADEMARK INFRINGEMENT), DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONSULTANT UNDER THIS AGREEMENT. THE TOWN WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONSULTANT. CONSULTANT AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST THE TOWN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.**

IN ITS SOLE DISCRETION, THE TOWN SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY TOWN, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY TOWN IN WRITING. THE TOWN RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, THE TOWN IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY THE TOWN IS NOT TO BE CONSTRUED AS A WAIVER OF THE TOWN'S OBLIGATION TO DEFEND TOWN OR AS A WAIVER OF THE TOWN'S OBLIGATION TO INDEMNIFY THE TOWN PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN TOWN-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF THE TOWN'S WRITTEN NOTICE THAT THE TOWN IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, TOWN SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE TOWN.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

- 8.2 **Insurance.** Consultant shall comply with all insurance requirements as further described in Exhibit A and Exhibit B.

9. **MISCELLANEOUS.**

- 9.1 **Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Consultant, to:	Paradigm Traffic Systems Attn: Jerry Priester, President 2201 E Division Street Arlington, Texas 76001
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If to Town, to:	Town of Addison Attn: City Manager 5300 Belt Line Road Dallas, Texas 75254
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- 9.2 **Assignment.** This Agreement may not be assigned without the written agreement of both parties.



- 9.3 **Venue.** The obligations of the parties to this Agreement shall be performable in Dallas County, Texas and if legal action is necessary in connection with or to enforce rights under this Agreement, exclusive venue shall lie in Dallas County, Texas.
- 9.4 **Governing Law.** This contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.
- 9.5 **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.
- 9.6 **Ordinances.** Except as specifically provided in the Agreement Documents, the parties agree that Consultant shall be subject to all Ordinances of the Town, whether now existing or in the future arising.
- 9.7 **Authority to Execute.** The Parties and individuals executing this Agreement represent there are no other parties or entities required to execute this Agreement, that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 9.8 **Sovereign Immunity.** The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- 9.9 **Severability.** In case any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 9.10 **Representations.** Each signatory represents this Agreement has been read by their respective Party and that such party has had an opportunity to confer with its legal counsel.
- 9.11 **Force Majeure.** If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation: acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as (by way of illustration and not of limitation) severe rain storms or below freezing temperatures, or tornados], labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing Force Majeure events shall deliver written notice of the commencement of any such delay resulting from such Force Majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a Force Majeure event causing such delay and the other party shall not otherwise be aware of such Force Majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.
- 9.12 **No Boycott of Israel.** Pursuant to Texas Government Code Chapter 2270, Consultant's execution of this Agreement shall serve as verification that the Consultant does not presently boycott Israel and will not boycott Israel during the Term of this Agreement.



- 9.13 **Independent Contractor.** The relationship between the Town and the Consultant is that of independent contractor, and the Town and the Consultant, by the execution of this agreement, do not change the independent status of the Consultant. The Consultant is an independent contractor, and no term or provision of this Agreement or action by the Consultant in the performance of this Agreement is intended nor shall be construed as making the Consultant the agent, servant or employee of the Town, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship.
- 9.14 **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- 9.15 **Agreement Documents.** The Agreement Documents, as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate said Agreement Documents herein as fully as if set forth verbatim in the Agreement.
- (a) This Agreement;
  - (b) Town of Addison RFP #20-69, attached hereto as **Exhibit A**;
  - (c) Consultant's Response to RFP #20-69, attached hereto as **Exhibit B**;
  - (d) Service Level Agreement, attached hereto as **Exhibit C**;
  - (e) Town of Addison's Additional Requirements, Baseline Cost, and Optional Features and Equipment, attached hereto as **Exhibit D**;
  - (f) Transition Assistance, attached hereto as **Exhibit E**;

This Agreement shall incorporate the terms of all attachments in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D, or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, the provisions of Exhibit A, then the provisions of Exhibit C, then the provisions of Exhibit D, then the provisions of Exhibit E, and then the provisions of Exhibit B shall prevail in that order.


**IN WITNESS, WHEREOF**, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the \_\_\_\_ day of \_\_\_\_\_, 2020.

**TOWN OF ADDISON, TEXAS**

By: \_\_\_\_\_  
**Wesley S. Pierson, City Manager**

Date: \_\_\_\_\_

**PARADIGM TRAFFIC SYSTEMS, INC.**

By:   
Print Name: Jerry Priester  
Title: President  
Date: 5/6/2020

STATE OF TEXAS       §  
                                  §  
COUNTY OF Name     §

BEFORE ME, the undersigned authority, on this day personally appeared **Wesley S. Pierson** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **Town of Addison, Texas** and he executed said instrument for the purposes and consideration therein expressed.

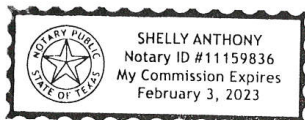
GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

STATE OF Texas §  
                                  §  
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this day personally appeared Jerry Priester known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to he is the duly authorized representative for **Paradigm Traffic Systems, Inc.** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of may, 2020.



Shelly Anthony  
Notary Public in and for the State of Texas  
My Commission Expires: 2/3/23

**EXHIBIT A  
RFP #20-69**

Town of Addison

Bid 20-69

**Solicitation 20-69**

**Advanced Traffic Management System**

**Bid Designation: Public**



**Town of Addison**

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**Bid 20-69**  
**Advanced Traffic Management System**

Bid Number	20-69
Bid Title	Advanced Traffic Management System
Bid Start Date	Jan 13, 2020 3:46:18 PM CST
Bid End Date	Feb 13, 2020 2:00:00 PM CST
Question & Answer End Date	Feb 6, 2020 12:00:00 PM CST
Bid Contact	Wil Newcomer Purchasing Manager
Bid Contact	Michele Griffin Accounting Specialist Finance
Pre-Bid Conference	Jan 27, 2020 9:00:00 AM CST Attendance is optional Location: PRE-BID FOR QUESTIONS & ANSWERS Addison Service Center 16801 Westgrove Dr. Addison, TX 75001
Pre-Bid Conference	Jan 30, 2020 9:00:00 AM CST Attendance is optional Location: PRE-BID FOR VENDOR WALKTHROUGH Addison Service Center 16801 Westgrove Dr. Addison, TX 75001

**Description**

**\*\*NO FAX OF EMAIL SUBMITTALS ACCEPTED.**

BID BOND - FOR ALL BIDS OF \$50,000 OR MORE. TURN IN WITH BID (IN AN AMOUNT NOT LESS THAN 5% OF TOTAL BID).

PAYMENT BOND - FOR AWARDED BID OF \$50,000 OR MORE.

PERFORMANCE BOND - FOR AWARDED BID OF \$100,000 OR MORE.

MAINTENANCE BOND - FOR AWARDED BID OF \$100,000 OR MORE.

PAYMENT/PERFORMANCE/MAINTENANCE BONDS SHALL EACH BE EQUAL 100% OF MAXIMUM TOTAL BID.

MAINTENANCE BOND IS TO BE FOR ONE (1) YEAR FROM ACTUAL PROJECT COMPLETION DATE.

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**Request For Proposal**  
Advanced Traffic Management System

# A Request for Proposal

## Advanced Traffic Management System

**Date Issued:** Monday, January 13, 2020  
**Date Due:** Thursday, February 13, 2020

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## Request for Proposal Advanced Traffic Management System

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## Request for Proposal

### Advanced Traffic Management System

#### 1. OVERVIEW

The Town of Addison wants to implement an advanced traffic management system (ATMS). The Town aims to obtain an ATMS with advanced features, including efficient traffic signal and communication to the public, timely signal preemption for public safety departments, video detection, reliable wireless connectivity, and intuitive traffic management software. The Town seeks an experienced company (the Vendor), who can accomplish all the requirements identified within this Request for Proposal (RFP). The Vendor should also have the capability to expand and to integrate with additional features and functionalities that may be identified in the future.

#### 1.1. THE TOWN OF ADDISON

The Town is located in the North Dallas area along the Dallas North Tollway which has been referred to as the "platinum corridor" of the Dallas Metroplex. Aside from the Town, the area encompasses the Dallas suburbs of Carrollton, Farmers Branch, and Plano. The area, which developed rapidly during the late 1970s and early 1980s, is home to affluent residential neighborhoods, over 10 million square feet of office space, 180 restaurants and 23 hotels. The area commands a central location in reference to downtown Dallas, DFW Airport, and the Plano corporate campus area.

#### 1.2. EVENTS & DATES

The following sequences of events and tentative schedule dates have been established:

##### **Request for Proposal Distributed – Monday, January 13, 2020**

Copies of this proposal can be obtained through the following media:

**Hardcopy/Electronic:** Office of the Purchasing Manager  
Addison Finance Building  
5350 Belt Line Road  
Dallas, Texas 75254  
Phone: 972-450-7091

**Pre-Bid Meeting – Monday, January 27, 2020 at 9:00 a.m. at the Service Center.** The address is 16801 Westgrove Drive, Addison TX 75001.

**Vendor Walkthrough – Thursday, January 30, 2020 at 9:00 a.m. at the Service Center.** The address is 16801 Westgrove Drive, Addison TX 75001.

**Last Day for RFP Inquiries – Thursday, February 6, 2020 before noon.**

**Vendor Sealed Proposals due – Thursday, February 13, 2020 at 2:00 p.m.**

Proposals shall be enclosed in a sealed envelope, and no late proposals will be accepted.

Vendor must clearly mark on outside of proposal envelope/package the following:  
Company name, address, and bid name:





## Request for Proposal

Advanced Traffic Management System

### RFP FY2020 Advanced Traffic Management System

**Submit to:** Office of the Purchasing Manager  
Addison Finance Building  
5350 Belt Line Rd  
Dallas, Texas 75254

#### 13. CONTACT INFORMATION

Please direct all questions to BidSync at <https://www.bidsync.com>.

#### 2. DEFINITIONS

The Addison Water Tower – the relay point for farthest intersections, which are unable to communicate with the Service Center directly. The relay point is behind 15650 Addison Rd, Addison, TX 75001.

The Central Processing Units – all processing equipment required to manage two-way communications with Field Units. The units are located at the Service Center.

The Field Units – all processing equipment required to control traffic signal, preemption, video detection, crosswalk light integration, and communication at each intersection.

The Public – A member of the public.

Public Safety – A member of Police and Fire departments.

The Service Center – the command center for Traffic and Signal where all information can be routed to and from. The center is located at 16801 Westgrove Drive, Addison TX 75001.

The System – Same as the Solution. The solution comprises of all central processing units, field units, and interconnecting equipment.

The Town – Same as Town of Addison or Addison.

Town's Staff – An internal employee at the Town of Addison who is either an administrator or department staff.

The Vendor – The successful Offeror of this request.

#### 3. WORK DEFINITION

The solution must contain sufficient vendor resources to design and implement a complete system that will enhance current capabilities.



## Request for Proposal

### Advanced Traffic Management System

#### 3.1. EXISTING TRAFFIC MANAGEMENT SYSTEM

The Town operates a total of thirty-seven (37) signalized intersections (field units). These intersections are displayed in Appendix A.

1. At each intersection, the field units comprised of
  - a. A Cobalt Econolite G Series unit controls the signal programming, timing, and preemption.
  - b. An EDI Malfunction Management Unit MMU16LEip detects, and response to, improper and conflicting signals and operating voltages, and other error sensing capabilities.
  - c. An EDI Power Supply PS250 to provide power to the operating units.
  - d. An Alpha FXM backup power supply that operates for at least 4 hours in case of power outages. Backup power stations can send alerts about battery status.
  - e. A Motorola Canopy Wireless Broadband Platform 2.4Ghz to transmit to and receive information from the Service Center.
  - f. Opticom units are mounted on top of the light poles for signal preempt. Opticom preemptors are on 12 Town's Public Safety vehicles, and they require Line-of-Sight (LOS) to operate.
  - g. Video cameras are mounted on top of the light poles for car detection, traffic counts, and monitoring. The Service Center has access to the camera feeds via an IP interface.
  - h. Three (3) intersections are using pilot Applied Information FMU/2-P 500-085 units for signal priority and preemption. Traffic signal timing is available on a mobile app, which is available for public users. The 3 intersections are Belt Line Rd at Quorum Dr, Belt Line Rd at Addison Rd, and Belt Line Rd at Beltway Dr.
  - i. Necessary wires, connectors, and panels to interconnect the units and traffic lights.
2. At the Service Center, the central processing units and a Windows 2012 Server (64-bit) manage field units through a web-based IP interface. A Centrac software is available on client desktops, and it connects to the Windows server and visually displays the real-time information on a map.

#### 3.2. SPECIFICATIONS

The proposed solution must be flexible for future expansion to more intersections and accommodate additional traffic lights. The solution must be ADA compliant.



## Request for Proposal

### Advanced Traffic Management System

#### 1. Signal Program and Communication System

**1.1. Two-Way Communication** – Two-way communication must be available to any IP addressable devices within our traffic signal system.

**1.2. Web-based IP Interface** – Town's Staff should be able to interact with field units remotely from the Service Center through a web-based IP interface. In addition, Town's Staff must be able to receive and transmit data, video, status updates, and programming. The interface should use open standard HTML5 with no proprietary software.

**1.3. 5G Cellular Based Communication** – The wireless connection between the Service Center, Addison Water Tower, and field units must be 5G. Provision for 5G upgrade should be included if 5G technology is not available at the time of the proposal.

**1.4. Connection Reliability** – The connection between the Service Center, Addison Water Tower, and field units must be reliable with 99.99% uptime.

**1.5. Battery Backup** – The system must have integrated battery back-up with alert capability. Back up must continue to operate for at least 6 hours in case of a power outage.

**1.6. Communication** – The system should provide motorist-to-motorist, motorist-to-pedestrian, and pedestrian-to-motorist communications. It also must provide advance warning of signal light status and incoming emergency vehicle warnings to motorists and pedestrians near the intersection. Specifically, the proposed solution should include a mobile app for iOS and Android. The app should allow the public users to see when traffic lights will change, when they are in an active school zone, when an emergency vehicle is approaching, and other motorist-to-motorist, motorist-to-pedestrian, and pedestrian-to-motorist communications. The system should also have future support for autonomous vehicles.

**1.7. Crosswalk Lights** – The system should have the capability to integrate crosswalk warning in-pavement lights to indicate an active crosswalk. The Town will provide selected intersections for this application.

**1.8. Remote Troubleshooting** – Town's Staff should be able to address issues remotely without going into the field.

**1.9. Bandwidth for Cameras** – The solution must have enough bandwidth to add additional camera capabilities with the existing video detection, such as pan, tilt, zoom, on-demand video streaming, and recording, in the future.

#### 2. Signal Preemption

**2.1. Cellular and GPS** – 5G Cellular and GPS based detection of Public Safety emergency vehicles for preemption when they are within a certain distance from the traffic signal. The system must be able to adapt and preempt nearby





## Request for Proposal

### Advanced Traffic Management System

traffic signals if a turn signal is used on an emergency vehicle. Preempt must work through tunnels, overpasses, and between buildings.

**2.2. Line of Sight** – the system does not rely on line-of-sight to function.

**2.3. Monitor and Tracking** – Town's Staff and Public Safety can monitor and track response times of emergency vehicles using the system in real-time.

**2.4. Transit** – the system also allows transit priority preemption.

### 3. Technology

**3.1. Cybersecurity** – The Town takes cybersecurity very seriously, and it expects the Vendor to follow industry standards and best practices for code, server, database, and other configurations that are relevant to the functioning of the system. The web-based IP interface is expected to run HTTPS. A strong user authentication technique, but simple to use, is required.

**3.2. CentraCS Software** – the solution must integrate with CentraCS software.

**3.3. Software and Hosting Solution** – if possible, the Vendor are encouraged to provide three (3) independent hosting solutions: 1) 100% onsite hosted solution by the Town, 2) 100% Cloud base solution, or 3) hybrid solution.

**3.4. Client Computer Desktop and Monitors** – the solution must include a client desktop computer and two (2) monitors. The desktop technical specifications must include, but not limited to: Intel Core i7 or better, 8GB DDR4 RAM or better, 512 GB SSD or better, a 3-year warranty or better, gigabit network interface card, NVIDIA® Quadro® P5000 graphics and select RTX cards or better, and HDMI connections. The monitors must be at least 24 inches, with resolution 1920x1080 or higher, HDMI ports, adjustable stand, and a 3-year warranty.

**3.5. Software and Ongoing Maintenance** – All software must have the longest possible end-of-life (EoL). The software supporting the system must be able to update to the latest version when it is available. The Vendor should be able to provide on-going maintenance and technical support for the system.

**3.6. Data Ownership** – All data developed during this project shall be considered the property of the Town of Addison, Texas. The Town should have access to any available traffic signal data within the system.

### 4. Other

**4.1. Training** – The Vendor must provide training sessions and training documents and/or videos that are intuitive for Town's Staff. The number of training hours should be included, and training sessions will be for administrator users, Public Safety, and other Town's designated personnel.

**4.2. Integration with Waze** – The system should provide integration with Waze.

**4.3. Timeline** – The Vendor is encouraged to submit a detailed timeline from start to finish for implementation. The Town requests to have the project



## Request for Proposal

### Advanced Traffic Management System

completion date within six (6) to eight (8) months after the formal contract is signed with the Vendor.

#### 4. PROPOSAL FORMAT

The Vendor will define the capabilities of its organization to supply and maintain the hardware and software and provide the services as outlined within this RFP.

The response should be prepared in a simple and straightforward manner. **The Vendor will provide two (2) original, in hard copy format, and one (1) in electronic format (USB Flash Drive)** to the location specified within this RFP on or before the closing date and time for receipt of proposals.

The Vendor will segment their proposal into the following sections.

##### 4.1. EXECUTIVE SUMMARY

The Vendor will provide an Executive Summary, which presents in brief, concise terms, a summary-level description of the contents of the Proposal.

The Vendor will detail all exceptions to the exact requirements imposed by this RFP.

The Vendor will indicate the proposal is firm for one hundred and eighty (180) days after the due date for receipt of proposals or receipt of the last best and final offer submitted.

##### 4.2. VENDOR PROFILE

The Vendor will indicate the primary company assuming overall responsibility for the successful completion of the project. In addition, the Vendor will indicate all other companies who will be providing products or services through a subcontracting arrangement with the Vendor.

It is important to recognize the Town is looking for a single Vendor to assume primary responsibility for the successful implementation of the proposed solution from contract signing through formal acceptance by the Town.

The Vendor profile information will include such items as the year established, business organization, office locations, financial history, nature of business, strategic direction, industry specialties, software products, hardware products, number of employees, number of client installations, outstanding litigation, and authorized negotiator(s).

##### 4.3. VENDOR QUALIFICATIONS

The Vendor must be a one-source vendor and must demonstrate a proven track record in providing reliable technology solutions across a series of successful installation efforts.



## Request for Proposal

### Advanced Traffic Management System

The Vendor's record will reflect experience within a similar environment and of a similar nature and magnitude to that being proposed to the Town. Relevant experience must be associated with projects completed not more than three (3) years prior to the date of this RFP. The Vendor will provide a customer reference listing and related contact information for a minimum of five (5) customers for which the Vendor has completed a similar effort. Each reference must include the following items:

1. Government/Company Name
2. Location
3. Contact Person and Title
4. Telephone Number
5. Scope of Work and URL
6. Contract Period

The Vendor is asked to provide a comprehensive list of customers for review by the Town.

#### 4.4. THE SOLUTION

The Town recognizes that the implementation of an extensive system is a complex effort and that not all possible variables are provided for within this RFP document. Therefore, it is acknowledged that the Vendor may be required to make assumptions regarding the Town's environment or specific requirements. Any assumptions made by the Vendor regarding this RFP should be documented in-line with the response.

Additional detailed review and design activities will take place with the Vendor finalist to refine elements of the proposal, prior to contract negotiation and approval.

#### 4.5. THE PROJECT APPROACH

The Vendor will present its methodology and approach to completing this project. Each major activity will be identified, discussed and project deliverables identified.

#### 4.6. SOLUTION COSTING

The Vendor will provide a detailed breakdown of all costs required for a successful implementation of the proposed solution. The Town encourages the Vendor to fully identify costs. To minimize or hedge on costs will only serve to place the Town and the Vendor at a disadvantage.

The Town is requesting the Vendor provide specific cost information for each described component, annual support/on-going maintenance, and sub-total per item in an Itemized Cost Format in an Excel Spreadsheet.





## Request for Proposal

### Advanced Traffic Management System

#### 4.7. OTHER VENDOR INFORMATION

This section will include additional details, which will allow the Town to gain a greater appreciation for the proposed solution. Any information, which is considered proprietary, should be clearly marked as such. The Town will assume no obligation or liability in the event proprietary information is disclosed.

#### 5. TERMS AND CONDITIONS

The Town of Addison standard terms and conditions will prevail unless otherwise agreed to between the Town and the Vendor. The Town views this RFP as the framework to be used by the Vendor in preparing and submitting the proposal.

It is important for the Vendor to become familiar with the Town's standard terms and conditions as well as items within this section, as they will prevail in the event of any discrepancies or differences between project-related or contractual documents.

#### 5.1. BASIS FOR PROPOSAL

Only information supplied by the Town in writing through the Purchasing Office should be used in the preparation of Vendor Proposals.

Only replies by formal addenda shall be binding. Oral and other interpretations or clarifications shall not be binding. Vendors must acknowledge all addenda by signing and including such documents in the Proposal.

#### 5.2. VENDOR TERMS AND CONDITIONS

The Vendor must submit a complete set of any additional terms and conditions that they propose to have included in a contract negotiated with the Town.

#### 5.3. DISCLOSURE OF PROPOSAL CONTENTS

Proposals shall be opened in a manner that avoids disclosure of the contents to competing Vendors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract award, but trade secrets and confidential information in the proposals may not be open for public inspection. Such data must be stamped "proprietary" or "confidential" on each page on which they appear, must be readily separable from the proposal and may be subject to review by the Attorney General of Texas in accordance with the Texas Open Records Act.

Vendors are advised that the confidentiality of their proposals will be protected by the Town to the extent permitted by law. Vendors are advised to consider the implications of the Texas Open Records Act, particularly after the proposal process has ceased, and a contract has been awarded. While there is a provision to protect proprietary information under the Act, where the vendor can meet certain evidentiary standards, please note that a ruling on whether these standards have been met will not be





## Request for Proposal

### Advanced Traffic Management System

determined by the Purchasing Office of the Town of Addison but by the office of the Attorney General of Texas.

#### 54. LATE PROPOSALS

Proposals must be returned in sufficient time so as to be received and date/time stamped at the specified location on or before the published proposal date and time specified. Any proposal received after the time and date set for receipt of proposals is late and cannot be considered.

#### 55. SIGNING OF PROPOSALS

The submission and signature of a Proposal shall indicate the intention of the Vendor to adhere to the provisions described in this Request for Proposal.

#### 56. COST OF PROPOSAL

This Request for Proposal does not commit the Town to pay any costs incurred by any Vendor in preparation and/or submission of a Proposal, or for procuring or contracting for the items to be furnished under the RFP. All costs directly or indirectly related to responding to this RFP (including all costs incurred in supplementary documentation) will be borne by the Vendor.

Each Vendor will be responsible for all costs incurred in preparing or responding to this RFP. The Vendor agrees to bear all risks for loss, injury, or destruction of goods and materials (ordered or supplied as the result of the eventual contract), which might occur prior to delivery to the Town; and such loss, injury, or destruction, shall not release the Vendor from any obligations under this RFP or any resulting contract.

#### 57. CONFLICT OF INTEREST, NON-COLLUSION, AND ANTI LOBBYING

The Vendor promises that its officers, employees or agents will not attempt to lobby or influence a vote or recommendation related to the firm's proposal response, directly or indirectly, through any contact with Town Council members or other Town officials between the proposed submission date and award by the Town Council and that there will be non-collusion and non-conflict of interest.

#### 58. OWNERSHIP OF PROPOSALS

All documents submitted in response to this Request for Proposal shall become the property of the Town of Addison.

#### 59. DISQUALIFICATION OR REJECTION OF PROPOSALS

Vendors may be disqualified for any of the following reasons:

1. There is reason to believe that collusion exists among the Vendors;



## Request for Proposal

### Advanced Traffic Management System

2. The Vendor is in arrears on an existing contract or has defaulted on a previous contract with the Town;
3. The Vendor lacks financial stability;
4. The Vendor has failed to perform under previous or present contracts with the Town;
5. The Vendor has failed to use the Town's required forms;
6. The Vendor has failed to adhere to one or more of the provisions established in this RFP;
7. The Vendor has failed to submit "Itemized Cost Sheet/s" for all the items including but not limited to, hardware, software, services, annual support/on-going maintenance, etc., stated in this RFP.
8. The Vendor has failed to submit its Proposal in the format specified herein;
9. The Vendor has failed to submit its Proposal on or before the deadline established herein;
10. The Vendor has failed to adhere to generally accepted ethical and professional principles during the Proposal process;

Proposals may be rejected if they show any alteration of words or figures, additions not called for, conditional or uncalled-for alternate proposals, incomplete proposals, erasures, or irregularities of any kind, or contain any unbalanced values.

#### 5.10. RIGHT TO WAIVE IRREGULARITIES

Proposals shall be considered as being "irregular" if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate proposals, or irregularities of any kind.

The Town reserves the right to waive minor irregularities and mandatory requirements provided that all responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Town of Addison.

#### 5.11. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by written or email notice received by the Purchasing Office prior to the exact hour and date specified for receipt of bids. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact hour and date set for the receipt of bids.

#### 5.12. AMENDING OF PROPOSALS

The Vendor must submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must complete the design of a previously



## Request for Proposal

### Advanced Traffic Management System

submitted proposal and must be clearly identified as such in the transmittal letter. The Town will not merge, collate, or assemble proposal materials.

#### 5.13. PROPOSAL OFFER FIRM

Responses to this RFP, including cost, will be considered firm for one hundred and eighty (180) days after the due date for receipt of proposals or receipt of the last best and final offer submitted. All Proposals must include a statement to that effect.

#### 5.14. EXCEPTIONS TO RFP SPECIFICATIONS

Although the specifications stated in the RFP represent the Town's anticipated needs, there may be instances in which it is in the Town's interest to permit exceptions to specifications and accept alternatives.

It is extremely important that the Vendor make very clear where exceptions are taken to the specifications and how the Vendor will provide alternatives. Therefore, exceptions, conditions, or qualifications to the provisions of the Town's specifications must be clearly identified as such together with reasons for taking exception and inserted into the Proposal. If the Vendor does not make clear that an exception is being taken, the Town will assume the Proposal is responding to and will meet the specification as written.

Where the Vendor does not agree with the Town's terms and conditions, we require the proposal to enumerate the specific clauses, which the Vendor wishes to amend or delete and suggest alternative wording. Any minimum terms to which the Town will have to agree to in order to enter a contract with the Vendor and which the Vendor considers being a "deal-breaker" **MUST BE SUBMITTED WITH THE PROPOSAL.**

#### 5.15. CONSIDERATION OF PROPOSALS

Discussions may be conducted with responsible Vendors capable of being selected for the award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Vendors.

Until award of the contract is made by the Town, the right will be reserved to reject any or all proposals and waive technicalities, to re-advertise for new proposals, or to proceed with the work in any manner as may be considered in the best interest of the Town.

During the review process, the Town may require an onsite visit at the Vendor's headquarters.





## Request for Proposal

### Advanced Traffic Management System

#### 5.16. TERMINATION

The Town reserves the right, by and through its City Manager and in the City Manager's sole and unqualified discretion, to cancel this RFP at any time and for any reason. The Town reserves the right to reject any or all proposals submitted in response to this RFP. In addition, the Town reserves the right, in its sole and unqualified discretion, to accept, in whole or in part, a vendor's proposal submitted in response to this RFP.

#### 5.17. GOVERNING LAW

The Contract will be governed by the laws of the State of Texas. All duties of both parties shall be performed in Dallas County, Texas. The applicable law for any legal dispute arising out of the Contract shall be the law of the State of Texas.

#### 5.18. NO OBLIGATION

This procurement in no manner obligates the Town or any of its agencies to the eventual rental, lease, or purchase of any software, hardware, or services offered until confirmed by an executed written contract.

#### 5.19. AWARD OF CONTRACT

The Town reserves the right to withhold final action on Proposals for a reasonable time, not to exceed one hundred eighty (180) days after the date of opening proposals, and in no event will an award be made until further investigations have been made as to the responsibility of the proposed Vendor.

The award of the contract, if an award is made, will be to the most responsible and responsive Vendor whose Proposal meets the requirements and criteria set forth in the Request for Proposal and whose Proposal is determined to be the most advantageous to the Town considering the requirements and criteria set forth herein. The Town reserves the right, in its sole discretion, to abandon, without obligation to the Vendor, any part of the project or the entire project, at any time before the Vendor begins any work authorized by the issuance of a Notice to Proceed by the Town.

The award of the contract shall not become effective until the contract has been executed by the Vendor and the Town.

#### 5.20. EXECUTION OF CONTRACT

The Town Council shall authorize the award of a contract to the successful Vendor and shall designate the successful Vendor as the Town's Vendor. The Town will require the Vendor to sign the necessary documents for the required Contract with the Town and to provide the necessary evidence of insurance as required under the contract documents.





## Request for Proposal

### Advanced Traffic Management System

No contract for this project may be signed by the Town without the authorization of the Addison Town Council. No Contract shall be binding on the Town until it has been approved as to form by the Town's Attorney and executed by the Town's City Manager.

#### 521. PROPOSAL EVALUATION PROCESS

The contract may be awarded to the Vendor whose proposal is determined to be the most advantageous to the Town. In rendering this decision, the following evaluation criteria may be utilized:

Item	Evaluation Category	Award
1	Qualifications, Experience, and References	30%
2	Project Design and Methodology	30%
3	Rates and Expenses	40%
Total Award		100%

#### Qualifications, Experience, and References

1. The Town requires the Vendor to provide a brief introduction of the Vendor's business, the number of years in business, experience level, resource availability, technical platforms, project approach, staffing levels, and support levels, and office locations. The Vendor is expected to provide an organizational chart indicating the positions and names of the core team who will undertake this project. The Vendor should also provide any experience with similar projects.
2. The Vendor must provide a list of references.

#### Project Design and Methodology

1. The proposal must include a description of the Vendor's plan for accomplishing the work and services to be provided to the Town.
2. The proposal must indicate a clear understanding of the Statement of Work (SOW), including a detailed project plan, outlining major milestones and responsibilities, time frames, and staff assigned for each category of the Statement of Work.
3. The proposal shall identify progress reports that will be made available during the process and key decision points.



## Request for Proposal

Advanced Traffic Management System

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4. The proposal shall clearly distinguish the Vendor's duties and responsibilities and those of the Town. The absence of this distinction shall mean the Vendor is assuming full responsibility for all tasks.
5. The Town will consider the Vendor's responsiveness, including but not limited to, the Vendor's proposal completeness, level of detail, and conformance to the Town's instructions.

### Rates and Expenses

1. The Vendor's cost proposal will be evaluated based on completeness, accuracy, and level of cost detail provided.
2. The Vendor is required to complete and return an Itemized Cost, in Excel Spread Sheet Format, with sub-total and Grand-total figures as part of their proposal.



Town of Addison

Bid 20-69

**Request for Proposal**  
Advanced Traffic Management System

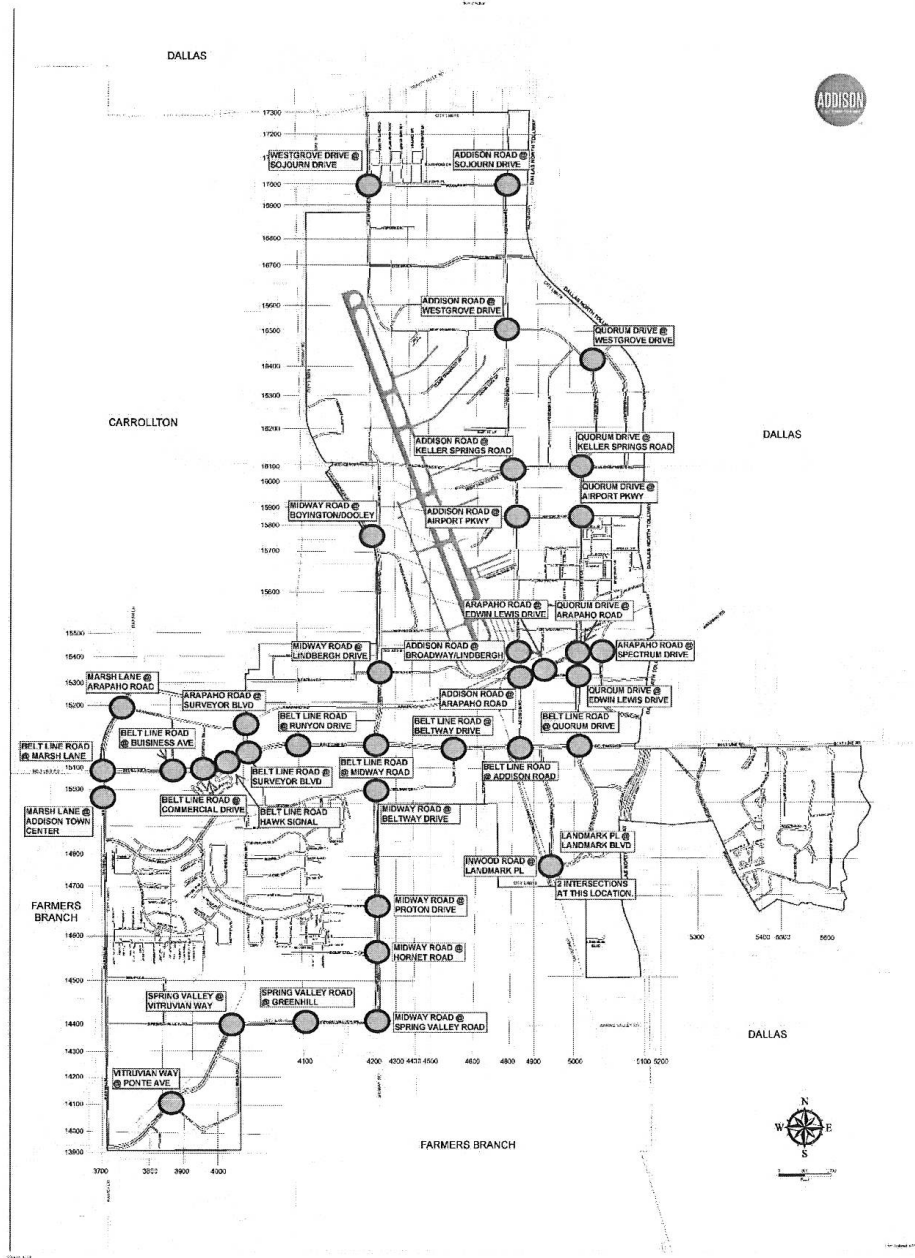
**APPENDIX A – SIGNAL MAP**

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## Town of Addison

## REQUEST FOR PROPOSAL TERMS AND CONDITIONS

1. **APPLICABILITY:** These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the Town of Addison's Request for Proposal (collectively, "Terms and Conditions") are applicable to Contracts/Purchase Orders issued by the Town of Addison (hereinafter referred to as the "Town" or "Buyer") and the Seller (herein after referred to as the "Seller," "Proposer," "Contractor," or "Supplier"). Any deviations must be in writing and signed by a representative of the Town's Purchasing Department and the Supplier. No Terms and Conditions contained in the Seller's Proposal, Invoice or Statement shall serve to modify the terms set forth herein. If there is a conflict between the Terms and Conditions and the provisions on the face of the Contract/Purchase Order, the Terms and Conditions will take precedence and control.
2. **OFFICIAL PROPOSAL NOTIFICATION:** The Town utilizes the following for official notifications of proposal opportunities: [www.bidsync.com](http://www.bidsync.com) and the Dallas Morning News of Dallas County. These are the only forms of notification authorized by the Town. The Town is not responsible for receipt of notifications or information from any source other than those listed. It shall be the Supplier's responsibility to verify the validity of all Request for Proposal information received from any source other than the Town. There will be NO COST to the Seller for using BidSync for its Bids/Proposals.
3. **PRIOR OR PENDING LITIGATION OR LAW SUITS:** Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable.
4. **COST OF RESPONSE:** Any cost incurred by the Supplier in responding to the Request for Proposal is the responsibility of the supplier and cannot be charged to the Town.
5. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No Town of Addison employee shall have a direct or indirect financial interest in any contract with the Town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the Town.
6. **COMPETITIVE PRICING:** It is the intent of the Town to consider Interlocal Cooperative Agreements and State/Federal contracts in determining the best value for the Town.
7. **INTERLOCAL AGREEMENT:** The successful Proposer agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the Town. The Town is a participating member of several interlocal cooperative purchasing agreements. As such, the Town has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful Supplier may be asked to provide products/services based upon terms and conditions of award, to any other participant in a cooperative purchasing program.
8. **CORRESPONDENCE:** The proposal number must appear on all correspondence and inquiries pertaining to the Request for Proposal. The Purchase Order number must appear on all invoices or other correspondence relating to the contract.
9. **INDEMNITY/INSURANCE:** See attached Town of Addison minimum requirements.
10. **ERROR QUANTITY:** Proposals must be submitted in units of quantity specified, extended, and totaled in the event of discrepancies in extension, the unit prices shall govern.
11. **ACCEPTANCE:** The right is reserved to accept or reject all or part of the proposal or offer, and to accept the proposal or offer considered most advantageous to the Town by line item or total offer or proposal.
12. **PROPOSAL LIST REMOVAL:** The Town reserves the right to remove a Supplier from any Proposal list for: (1) continued failure to be responsive to the Town, (2) failure to deliver merchandise within promised time, (3) delivery of substandard merchandise, or (4) failure to comply with the Contract/Purchase Order requirements.
13. **CONTRACT RENEWAL OPTIONS:** In the event a clause for option to renew for an additional period is included in the Request for Proposal, all renewals will be based solely upon the option and agreement between the Town and the Supplier. Either party dissenting will terminate the contract in accordance with its initial specified term.
14. **TAXES-EXEMPTION:** All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be executed for the successful Supplier.
15. **ASSIGNMENT AND SUCCESSORS:** The successful Supplier shall not assign, transfer, pledge, subcontract, or otherwise convey, in any manner whatsoever, any contract resulting from this proposal, in whole or in part, without the prior written consent of the Town of Addison.
16. **INVOICING:** Send ORIGINAL INVOICE to address indicated on the contract/purchase order. If invoice is subject to cash discounts the discount period will begin on the day invoices are received. So that proper cash discount may be computed, invoice should show amount of freight as a separate item, if applicable; otherwise, cash discount will be computed on total amount of invoice.

**17. ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT.** The Town adopts Texas Business and Commerce Code Chapter 322, Uniform Electronic Transactions Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.

**18. FUNDING OUT CLAUSE:** This agreement or contract may be terminated by the Town without notice and without penalty or liability in the event that (1) the Town lacks sufficient funds for this agreement or contract, (2) funds for this agreement or contract are not appropriated by the Town Council of the Town, and (3) funds for this agreement or contract that are or were to be provided by grant or through an outside service are withheld, denied or are otherwise not available to the Town.

**19. DISPUTE RESOLUTION.** Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, Contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Contractor to the Town within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to the Contractor not less than fourteen (14) business days after receipt of the notice of Claim; (ii) if the response does not resolve the Claim, in the opinion of the Contractor, the Contractor shall give notice to that effect to the Town whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the Claim; (iii) if those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

**20. DISCLOSURE OF CERTAIN RELATIONSHIPS.** Chapter 176 of the Texas Local Government Code requires that any person, as defined in the statute, considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the supplier or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Records Administrator of the Town not later than the 7<sup>th</sup> business day after the later of (a) the date the person (i) begins discussions or negotiations to enter into a contract with the local governmental entity, or (b) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity, or (b) the date the person becomes aware (i) of an employment or other business relationship with a local government officer, or a family member of the officer, described by the statute, or (ii) that the person has given one or more gifts described in the statute. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be found at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf). By submitting a response to this request, Supplier represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

**21. PATENTS.** Seller agrees to indemnify and hold harmless the Buyer against all costs and expenses, including but not limited to attorneys fees, and undertakes and agrees to defend at seller's own expense, all suits, actions or proceedings in which Buyer or the users of Buyer's products are claimed to have conducted in, or are made defendants of, actual or alleged infringement of any U.S. or foreign patent or other intellectual property right resulting from the use or sale of the items purchased hereunder and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding.

**22. APPLICABLE LAW.** This agreement shall be governed by the laws of the State of Texas, including but not limited to the Uniform Commercial Code as adopted by the State of Texas, as effective and in force on the date of this agreement, without regard to its conflict of laws rules or the conflict of law rules of any other jurisdiction.

**23. VENUE.** This agreement is performable in Dallas County, Texas, and venue for any suit, action, or legal proceeding under or in connection with this agreement shall lie exclusively in Dallas County, Texas. Proposer submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder, and waives any claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper.

**24. TERMINATION FOR CAUSE OR CONVENIENCE.** The Town at any time after issuance of this agreement, by 30 days written notice to the Supplier, has the absolute right to terminate this agreement for cause or for convenience (that is, for any reason or no reason whatsoever). "Cause" shall be the Supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the Contract/Purchase Order. In such case the Supplier shall be liable for any damages suffered by the Town. If the agreement is terminated for convenience, the Supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the Town as of the effective date of the termination.

**25. FORCE MAJEURE.** To the extent either the Town or Proposer shall be wholly or partially prevented from the performance of this agreement or of any obligation or duty under this agreement placed on such party, by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance, then in such event, such party shall give notice of the same to the other party (specifying the reason for the prevention) and the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

**26. BAFO.** During evaluation process Town reserves the right to request a best and final offer upon completion of negotiations.

**27. PROTECTION OF TRADE SECRETS OR PROPRIETARY INFORMATION.** Proposals will be received and publicly acknowledged at the location, date, and time stated. Sellers, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing sellers and kept secret.

during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal and identified by Seller in writing as such will be treated as confidential by the Town to the extent allowable in the Texas Public Information Act and other law.

**28. SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**29. PROPOSAL RESPONSE CONTRACTUAL OBLIGATION:** This proposal, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful Proposer and the Town. No different or additional terms will become part of this contract except as properly executed in an addendum or change order.

**30. No Boycotting Israel.** The entity contract with the Town of Addison does not boycott Israel and will not boycott Israel during the term of the contract. Reference HB 89 as it relates to Chapter 2270 of the Texas Government Code. Boycott Israel means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.



## Town of Addison

## Indemnification Agreement

**Contractor's Indemnity Obligation.** Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "Owner Persons") and each being an "Owner Person"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Contractor Persons"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**



(i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#:

Company Name:

Signature:

Date:

**TOWN OF ADDISON, TEXAS**  
**CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT**

**REQUIREMENTS**

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. <b>Workers' Compensation Employers' Liability</b> to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence  Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	<b>TOWN OF ADDISON to be provided a WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</b> or material change in coverage. Insurance company must be A-VII rated or above.
2. <b>Commercial General (Public) Liability</b> to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	<b>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</b> or material change in coverage. Insurance company must be A-VII rated or above.
3. <b>Business Auto Liability</b> to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<b>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</b> or material change in coverage. Insurance company must be A-VII rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be faxed to the Purchasing Department: 972-450-7074 or emailed to: [purchasing@addisontx.gov](mailto:purchasing@addisontx.gov). Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.

2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

**A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE**

**AGREEMENT**

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The TOWN accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# \_\_\_\_\_

Company: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**BID BOND**

Bidder shall submit a bid bond equal to five percent (5%) of the bid price. Failure to submit a bid bond when required may deem the bid non-responsive. Bid Bonds may be submitted electronically with the executed original provided immediately upon request.



## PAYMENT BOND

STATE OF TEXAS }

COUNTY OF DALLAS }

WHEREAS, \_\_\_\_\_ as principal ("Contractor") and \_\_\_\_\_ a corporation organized under the laws of \_\_\_\_\_ and being duly authorized to do business in the State of Texas, as surety ("Surety") (whether one or more), do hereby expressly acknowledge themselves to be held and bound to pay to the Town of Addison, Texas, a home-rule municipality organized and operating under the Constitution and laws of the State of Texas (the "Town"), its successors and assigns, and to all persons, firms, subcontractors and corporations who may furnish materials or labor under the contract as more fully described below, the sum of \_\_\_\_\_ Dollars in the lawful currency of the United States of America (\$) \_\_\_\_\_ for the payment of which Contractor and Surety are liable to the Town, jointly and severally; and

WHEREAS, Contractor has this day entered into a written contract with the Town to build and construct \_\_\_\_\_

which contract and the plans and specifications therein mentioned (collectively referred to hereinafter as the "Contract") are hereby expressly incorporated into and made a part hereof as though set forth at length; and

WHEREAS, this bond is given pursuant to Chapter 2253 of the Texas Government Code;

NOW, THEREFORE, if Contractor shall promptly make payment to all persons, firms, subcontractors and corporations who may furnish materials or labor under the Contract, then this obligation shall be void, otherwise to remain in full force and effect. The obligations of Contractor and Surety under this bond apply both to the original Contract and to any extension of time or modification of the Contract and Surety agrees that no change, extension of time, addition, expansion or other modification of the Contract, the work to be done under the Contract, or the plans and specifications which are a part of the Contract shall in any manner affect the obligations of Surety under this bond, and Surety waives notice of any such change, extension of time, addition, expansion or other modification. The obligations of Contractor and Surety under this bond are performable and payable in Dallas County, Texas such that exclusive venue for any legal action pertaining to this bond shall lie in Dallas County, Texas. By their signatures below, the persons signing this bond warrant and represent that they are, respectively, duly authorized to sign on behalf of Contractor and Surety.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

CONTRACTOR:

SURETY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGMENTS

[Capacity]

STATE OF TEXAS }

COUNTY OF DALLAS }

Before me \_\_\_\_\_ (insert the name of the officer) on this day \_\_\_\_\_  
 personally appeared \_\_\_\_\_ known to me (or proved to me on the oath of \_\_\_\_\_) or through  
 \_\_\_\_\_ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and  
 acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

\_\_\_\_\_  
 Notary Public in and for the State of Texas

\_\_\_\_\_  
 Typed or Printed Name of Notary

My Commission Expires: \_\_\_\_\_

[Surety]

STATE OF TEXAS }

COUNTY OF DALLAS }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_ by  
 \_\_\_\_\_ who is the \_\_\_\_\_ of the Surety, on behalf of Surety

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

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\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Typed or Printed Name of Notary

My Commission Expires: \_\_\_\_\_

Please see attached contact sheet for Surety and the Texas Department of Insurance

**Payment and Performance Bond Contact Sheet**

(1) Claims:

All notices of claims shall be sent to the surety at the following address:

\_\_\_\_\_  
(Name of surety)

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(Mailing address)

---

(Physical address)

---

(Phone number)

(2) Texas Department of Insurance Contact Number:

The address and contact information of the surety may otherwise be obtained by contacting the Texas Department of Insurance at the following toll free telephone number:

**1-800-252-3439.**



## PERFORMANCE BOND

STATE OF TEXAS }

COUNTY OF DALLAS }

WHEREAS, \_\_\_\_\_ as principal ("Contractor") and \_\_\_\_\_ as a corporation organized under the laws of \_\_\_\_\_ and being duly authorized to do business in the State of Texas, as surety ("Surety") (whether one or more), do hereby expressly acknowledge themselves to be held and bound to pay to the Town of Addison, Texas, a home-rule municipality organized and operating under the Constitution and laws of the State of Texas (the "Town"), its successors and assigns, and to all persons, firms, subcontractors and corporations who may furnish materials or labor under the contract as more fully described below, the sum of \_\_\_\_\_ Dollars in the lawful currency of the United States of America (\$ \_\_\_\_\_) for the payment of which Contractor and Surety are liable to the Town, jointly and severally; and

WHEREAS, Contractor has this day entered into a written contract with the Town to build and construct \_\_\_\_\_

\_\_\_\_\_ which contract and the plans and specifications therein mentioned (collectively referred to hereinafter as the "Contract") are hereby expressly incorporated into and made a part hereof as though set forth at length; and

WHEREAS, this bond is given pursuant to Chapter 2253 of the Texas Government Code;

NOW, THEREFORE, if Contractor shall well, truly and faithfully perform all of the undertakings, duties, terms, conditions and agreements of the Contract; shall satisfy all claims and demands incurred under the Contract; shall fully indemnify and hold the Town harmless; shall reimburse and repay the Town for any outlay or expense which the Town may incur in making good any default; and shall promptly make payment to all persons, firms, subcontractors and corporations who may furnish materials or labor under the Contract, then this obligation shall be void; otherwise to remain in full force and effect. The obligations of Contractor and Surety under this bond apply both to the original Contract and to any extension or modification of the Contract and Surety agrees that no change, extension of time, addition, expansion or other modification of the Contract, the work to be done under the Contract, or the plans and specifications which are a part of the Contract shall in any manner affect the obligations of Surety under this bond, and Surety waives notice of any such change, extension of time, addition, expansion or other modification. The obligations of Contractor and Surety under this bond are performable and payable in Dallas County, Texas such that exclusive venue for any legal action pertaining to this bond shall lie in Dallas County, Texas. By their signatures below, the persons signing this bond warrant and represent that they are, respectively, duly authorized to sign on behalf of Contractor and Surety.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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Town of Addison

Bld 20-69

CONTRACTOR

SURETY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## ACKNOWLEDGMENTS

[Contractor]

STATE OF TEXAS }

COUNTY OF DALLAS }

Before me \_\_\_\_\_ (insert the name of the officer) on this day \_\_\_\_\_  
personally appeared \_\_\_\_\_ known to me (or proved to me on the oath of \_\_\_\_\_) or through  
(description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and  
acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Typed or Printed Name of Notary

My Commission Expires: \_\_\_\_\_

[Surety]

STATE OF TEXAS }

COUNTY OF DALLAS }

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This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ by  
\_\_\_\_ who is the \_\_\_\_\_ of the Surety,  
on behalf of Surety.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Typed or Printed Name of Notary

My Commission Expires: \_\_\_\_\_

I Please see attached contact sheet for Surety and the Texas Department of Insurance.

**Payment and Performance Bond Contact Sheet**

(1) Claims:

All notices of claims shall be sent to the surety at the following address:

\_\_\_\_\_  
(Name of surety)

\_\_\_\_\_  
(Mailing address)

\_\_\_\_\_  
(Physical address)

\_\_\_\_\_  
(Phone number)

(2) Texas Department of Insurance Contact Number:

The address and contact information of the surety may otherwise be obtained by contacting the Texas Department of Insurance at the following toll free telephone number:

**1-800-252-3439.**



## MAINTENANCE BOND

STATE OF TEXAS }

COUNTY OF DALLAS }

WHEREAS, \_\_\_\_\_, as principal ("Contractor") and \_\_\_\_\_, a corporation organized under the laws of \_\_\_\_\_ and being duly authorized to do business in the State of Texas, as surety ("Surety") (whether one or more), do hereby expressly acknowledge themselves to be held and bound to pay to the Town of Addison, Texas, a home-rule municipality organized and operating under the Constitution and laws of the State of Texas (the "Town"), its successors and assigns the sum of \_\_\_\_\_ Dollars in the lawful currency of the United States of America (\$ \_\_\_\_\_) for the payment of which Contractor and Surety are liable to the Town, jointly and severally, and

WHEREAS, Contractor has this day entered into a written contract with the Town to build and construct \_\_\_\_\_

which contract and the plans and specifications therein mentioned (collectively referred to hereinafter as the "Contract") are hereby expressly incorporated into and made a part hereof as though set forth at length; and

WHEREAS, under the Contract it is provided that the Contractor will maintain and keep in good repair all work to be performed and done under the Contract for a period of one (1) year from the date of acceptance of the completed work by the Town, and to do and perform all necessary work and repair any defective condition, it being understood that the purpose of this maintenance bond is to insure all warranties, express or implied, made or given by the Contractor to the Town and to cover all defective, inadequate or non-conforming conditions arising by reason of any materials or labor installed, provided, constructed or performed by the Contractor and in case the Contractor shall fail to correct any such conditions it is agreed that the Town may make such corrections and charge the cost of making those corrections against the Contractor and the Surety on this obligation, and the Contractor and Surety shall be subject to the liquidated damages provided in the contract, the plans and the specifications for each day's failure on its part to comply with the terms and provisions of the Contract.

NOW, THEREFORE, if the Contractor shall keep and perform its obligation to maintain the work and keep the work in repair for the full maintenance period of one (1) year as herein provided, then these presents shall be null and void and have no further effect, but if default shall be made by Contractor in the performance of its obligations, then these presents shall have full force and effect, and the Town shall have and recover from the Contractor and its Surety damages in the premises as provided and it is further understood and agreed that this obligation shall be a continuing one against the Contractor and the Surety and that successive recoveries may be had hereon for successive breaches until the full amount of this bond shall have been exhausted, and it is further understood that the obligation under this bond to maintain the work shall continue throughout the maintenance period and shall not be changed, diminished, or in any other manner affected during the term of this bond. The obligations of Contractor and Surety under this bond apply both to the original Contract and to any extension or modification of the Contract and Surety agrees that no change, extension of time, addition, expansion or other modification of the Contract, the work to be done under the Contract, or the plans and specifications which are a part of the Contract shall in any manner affect the obligations of Surety under this bond, and Surety waives notice of any such change, extension of time, addition, expansion or other modification. The obligations of Contractor and Surety under this bond are performable and payable in Dallas County, Texas such that exclusive venue for any legal action pertaining to this bond shall lie in Dallas County, Texas. By their signatures below, the persons signing this bond warrant and represent that they are, respectively, duly authorized to sign on behalf of Contractor and Surety.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR:

SURETY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Principal: \_\_\_\_\_

Address of Surety: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGMENTS**

[Contractor]

STATE OF TEXAS }

COUNTY OF DALLAS

1

Before me \_\_\_\_\_ (insert the name of the officer) on this day \_\_\_\_\_  
 personally appeared \_\_\_\_\_ known to me (or proved to me on the oath of \_\_\_\_\_) or through  
 \_\_\_\_\_ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and  
 acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

Notary Public in and for the State of Texas

Typed or Printed Name of Notary

My Commission Expires: \_\_\_\_\_

[Surety]

STATE OF TEXAS }

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Town of Addison

Bld 20-69

COUNTY OF DALLAS }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ by \_\_\_\_\_ who is the \_\_\_\_\_ of the Surety, on behalf of Surety.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Typed or Printed Name of Notary

My Commission Expires: \_\_\_\_\_

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### **Interested Parties**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

### **Filing Process**

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), please follow Instructional Video for Business Entities.



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Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM MAY NOT BE COMPLIANT.

Section I Company Profile

Name of Business:

Business Address:

Contact Name:

Phone#:

Fax#:

Email:

Name(s) Title of Authorized Company Officers:

Federal ID #: W-9 Form: A W-9 form will be required from the successful bidder.

DUN#:

Remit Address: If different than your physical address:

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to [www.bidsync.com](http://www.bidsync.com) for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be

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notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 #2 #3 #4 #5

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Dallas, TX 75254

Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of % is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order.

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of \_\_\_\_\_ Days.

☐ Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation. If neither exceptions box is checked, default shall be "No Exceptions"

☐ Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail). If box checked but no exceptions are listed, default shall be "No Exceptions"

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website.  
<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>

HUB Owned Business Yes No Include a current copy of your HUB certification with your response or insert Certification number \_\_\_\_\_ and expire date \_\_\_\_\_

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Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes ☐ No ☐

Bid Bond: Is Bid Bond attached if applicable? ☐ Yes ☐ No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature: Date:

Title:

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

10/17/17

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**Question and Answers for Bid #20-69 - Advanced Traffic Management System**

**Overall Bid Questions**

There are no questions associated with this bid.

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**EXHIBIT B  
CONSULTANT'S RESPONSE TO RFP #20-69**

**Executive Summary**

The Town of Addison, TX. Has asked for a response to the RFP concerning the need of an Advanced Traffic Management System with the following items:

- 1) A full proposal response clearly stating Executive Summary, Vendor Profile, Vendor Qualifications, The Solution, The Project Approach, Solution Costing and Other Vendor Information tabs.
- 2) Meet all requirements within the request, while clearly noting and exceptions.
- 3) Solution proposed must be integrated by Paradigm Traffic Systems personnel with cooperation from the Town of Addison Traffic and IT Departments.
- 4) Proposal submitted by a Due Date of Thursday, February 13<sup>th</sup>, 2020 at 2pm.
- 5) Paradigm Traffic to indicate that the proposal is firm for a 180-day period after award by the Town of Addison.

Paradigm Traffic Systems is submitting supporting items also, per the proposal request:

- 1) A detailed timeline for the project.
- 2) A Third-Party Reference listing for current working systems, like the Addison proposed project.
- 3) Any requirements noted clearly that do or do not meet the request
- 4) Any and all costs to be incurred by Addison, including each component, annual support/on-going maintenance (if any) and all sub-total and Grand totals of items proposed.

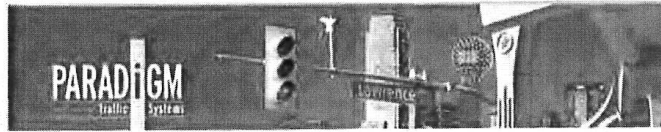
The Paradigm Traffic Systems Team will provide top of the line Local Dallas / Fort Worth service for this project when chosen. We understand that the proposal is "firm" for a 180-day period, after final award by the Town of Addison.

### **Vendor Profile of Paradigm Traffic Systems**

For this project, Paradigm Traffic Systems will be the Company assuming overall responsibility for the project. Our main partner, Applied Information, will be the manufacturer supplying the proposed Communications system required by the specifications. Paradigm Traffic Systems is the Texas Distributor for Econolite Centrac; Addison's current ATMS system. This team of traffic leaders offers great value to the Town of Addison:

- **True local presence** – Paradigm Traffic Systems is based 30 minutes away in Arlington, Texas. Paradigm just celebrated our 25<sup>th</sup> anniversary of Texas sales and technical support. This translates into premium local support and faster response to the Town of Addison's needs. In fact, 11 years ago, Paradigm was awarded a project by Addison to replace all signal cabinets along Beltline Rd. and other major corridors and integrate a new ATMS. The project was a true success and acknowledgement of Addison's forward-thinking in the traffic industry.
- **Industry-leading technology** – The two major product lines to be integrated are Econolite and Applied Information. Econolite has developed a world-class system that offers big system features to meet the needs of the largest agencies yet is cost-effective for smaller agencies due to a scalable architecture. Paradigm has sold and supported both Econolite products, Addison's ATMS Centrac system and the Cobalt signal controllers. There is no other system on the market that offers the same power and usability. At the local intersection, Econolite offers robust, proven technology to support local intersection operations from the simplest to the most ambitious control strategies.  
The Applied Information Communication system utilizing the FMU/2 085-02 signal cabinet device, currently being field tested on Beltline Road, is the newest, most innovative, cellular-based cabinet monitoring system on the market. The cabinet unit monitors certain product lines within the signal cabinet, passes through video and SPaT (Signal Phasing and Timing) information, and has built in Preemption utilizing redundant radio and GPS Comm.
- **Decades of system integration experience** – Paradigm Traffic Systems offers a dedicated team for ITS services and products, including system integration services. The principal project managers are Keith Higgins, Field Technical Manager, and Pat Murray, North Texas Account Manager, and David Dokupil, Product Specialist. Together, they alone offer over 85 years of experience in the Traffic and Transportation field. The Systems Manager will be Byron Bacher, who joined the Paradigm Traffic team from the Colorado Springs Econolite offices over 4 years ago. Both Freddie Neal with Applied Information Technical Support and Jeff O'Brian, Applied Information's Account Manager, are also Texas-based. Having the five people in control of the Addison project residing here in Texas, gives us the capability of handling Centrac ATMS and Applied Information integration projects efficiently and effectively, during all phases of the project from planning to integration to training and finally support after the sale.

Paradigm Traffic Systems Team, in conjunction with the Applied Information personnel, will provide top of the line Local service for this project when chosen.



Paradigm Traffic Systems, Inc., is a privately held Texas Corporation, opened for business in Texas on February 1, 1994. Jerry Priester is majority stockholder and President. The Company is a distributor of Traffic Signal and Intelligent Traffic Systems and Controls, selling to governmental agencies and electrical contractors in Texas. This includes all the necessary equipment for controlling vehicles at signalized intersections and monitoring vehicles on freeways and toll roads. Monitoring vehicle flow utilizing sensors that allow operators at a Traffic Management Center to immediately detect incidents, deploy emergency vehicles to the scene of the accident, and provide alternate routes for vehicles to take.

Paradigm's main office is in Arlington, Texas with a branch office in Houston, Texas in order to better serve and support our customers in the southern part of the State.

Paradigm represents several exclusive product lines. Two of our major manufacturers are Econolite Control Products, the largest manufacturer of traffic control products in the USA, and Applied Information Systems, a leader in the development, design and manufacturer of Intelligent Transportation Systems. The other exclusive product lines include manufacturers of radar vehicle sensors, battery backup units, spread spectrum radios, and Ethernet communication devices. These exclusive product lines allow Paradigm to bid on and sell complete turn-key traffic control systems that includes installation assistance and system integration.

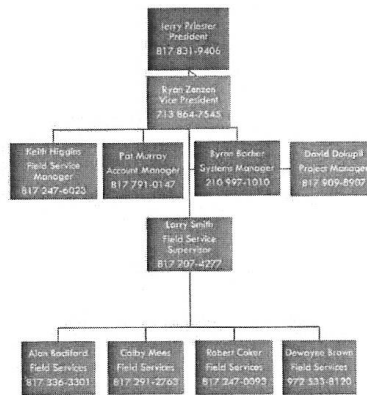
Today Paradigm has 25 employees who work closely with Cities, Counties, the State (TxDOT) and Consulting Engineering firms to develop new and innovative products and methods for solving problems in the field of Intelligent Transportation Systems.

Paradigm has a sound financial status. We take great pride in our business philosophy of operating on our own resources and keeping with our financial principals of having never borrowed money since the company was founded. Being privately held, our financials are available for review with our CPA or at our company offices upon request. Paradigm

Traffic is bondable up to \$1M and our agent is Jack Crowley, VP Surety, Willis Towers Watson, and Great American Insurance Company supplies the bond. Paradigm has no outstanding litigation.

Jerry Priester, President and Ryan Zenzen, Vice President are authorized as principals to enter into or negotiate contracts as needed.

## Paradigm Traffic Systems





### **Vendor Qualifications**

Paradigm Traffic Systems has completed many significant ITS and Transportation projects over the years. We have installed over 25 Centrac's ATMS systems in Texas. The total amount of Applied Information units deployed throughout Texas is nearly 2,700 units. We have sold and supported over 2,000 Alpha BBU systems throughout Texas. Paradigm has 9 state-wide technicians to fully implement large projects.

A couple of notable larger systems would include:

\$6.5M - Harris County, TX. Centrac's, Edaptive, SPM, MMS, Alpha BBU

\$1.2M - City of Odessa Applied Information, Centrac's, signal cabinets

\$1.8M - D/FW Airport ATMS, Cabinets, video detection, and Comm

\$1.1M - TxDOT San Antonio Centrac's, Cobalts, Applied School Beacons

The following customers all have Applied Information and are integrated with Centrac's. The scope of work is the same as Addison's.

DFW Airport, TX  
Richard Gurley  
Airport Senior Project Manager  
817-913-5388  
[rgurley@dfwairport.com](mailto:rgurley@dfwairport.com)  
05/2017 - present

City of Duncanville, TX.  
John Borchardt  
Traffic Operations Super.  
972-780-5059  
[jborchardt@ci.duncanville.tx.us](mailto:jborchardt@ci.duncanville.tx.us)  
05/2019 - present

City of Odessa, TX  
Hal Feldman  
Traffic Engineer  
432-335-3239  
[hfeldman@odessa-tx.gov](mailto:hfeldman@odessa-tx.gov)  
08/2017 - present

City of Missouri City, TX  
Kevin Cummings, P.E.  
Traffic Operations Manager  
832-878-2938  
[Cummings@missouricitytx.gov](mailto:Cummings@missouricitytx.gov)  
01/2017 - present

City of Wichita Falls, TX  
Doug Wooster  
Traffic Manager  
940-636-1229  
[Doug.Wooster@wichitafallstx.gov](mailto:Doug.Wooster@wichitafallstx.gov)  
10/2018 - present

## **The Solution**

Paradigm Traffic System's proposed solution is to integrate the current Centraacs ATMS and field hardware of 37 signal cabinets with installed components (Cobalt controllers, Alpha Battery Back Up units, and SPaT data), monitoring those components, and HAWK systems, utilizing the Applied Information 085-02 High Speed Modem cabinet unit. The 085-02 will be able to share SPaT information to the Addison motorist through the TravelSafely app. For the Emergency Vehicle Priority / Preemption, an Applied Information -065- unit will need to be installed in the 12 emergency vehicles. Most Agencies' Fleet Services Department install the -065- units provided. A cost will be listed on the Solution Costing section if Paradigm Traffic is needed to install.

Please review any Paradigm notations for the specification in RED below.

### **3.2 SPECIFICATIONS**

The proposed solution must be flexible for future expansion to more intersections and accommodate additional traffic lights. The solution must be ADA compliant. The Applied Information system is designed to be expandable and compliant with ADA.

#### **1. Signal Program and Communication System**

- 1.1. Two-Way Communication – Two-way communication must be available to any IP addressable devices within our traffic signal system. The IP addressable components (Cobalt controller, EDI monitor, most video detection, BBU) are all accessible through the 085-02.
- 1.2. Web-based IP Interface – Town's Staff should be able to interact with field units remotely from the Service Center through a web-based IP interface. In addition, Town's Staff must be able to receive and transmit data, video, status updates, and programming. The interface should use open standard HTML5 with no proprietary software. The Applied Information system is compliant.
- 1.3. 5G Cellular Based Communication – The wireless connection between the Service Center, Addison Water Tower, and field units must be 5G. Provision for 5G upgrade should be included if 5G technology is not available at the time of the proposal. The Applied Information 085-02 unit and its Connectivity are currently 4G and are warranted and guaranteed to perform for the 10-year term. If Connectivity fails for any reason, then Paradigm Traffic will work with the Town of Addison and Applied Information to resolve. 5G Comm will be a Connectivity option in the future, and Paradigm would supply the new modem cards at no additional

cost. Once again, Connectivity is guaranteed.

1.4. **Connection Reliability** – The connection between the Service Center, Addison Water Tower, and field units must be reliable with 99.99% uptime. The Applied Information communications are cellular. As such, there wouldn't be any communications with the Addison Water Tower like previous radio systems. The AI Glance servers meet the required 99.99% uptime. Additional network connections, such as Centraacs, can experience deviations from the 99.99% due to circumstances beyond control of the Glance server system. The end-to-end Comm reliability should maintain reliability of +95%.

1.5. **Battery Backup** – The system must have integrated battery back-up with alert capability. Back up must continue to operate for at least 6 hours in case of a power outage.

The Applied Information Field Monitoring units are designed with internal battery power to last up to 6 hours for status communications after power loss.

1.6. **Communication** – The system should provide motorist-to-motorist, motorist- to-pedestrian, and pedestrian-to-motorist communications. It also must provide advance warning of signal light status and incoming emergency vehicle warnings to motorists and pedestrians near the intersection. Specifically, the proposed solution should include a mobile app for iOS and Android. The app should allow the public users to see when traffic lights will change, when they are in an active school zone, when an emergency vehicle is approaching, and other motorist-to-motorist, motorist-to-pedestrian, and pedestrian-to-motorist communications. The system should also have future support for autonomous vehicles. The Applied Information Glance system includes the use of a free Glance TravelSafely app, available on Apple iStore and Google Play Store. In addition, the 085-02 cabinet unit provides cellular to network Connected Vehicle SPaT (Signal Phasing and Timing) information to the TravelSafely mobile app. We meet and exceed all requirements of section 1.6 Communications.

1.7. **Crosswalk Lights** – The system should have the capability to integrate crosswalk warning in-pavement lights to indicate an active crosswalk. The Town will provide selected intersections for this application. Although we have not worked with any in-pavement lighting providers, AI does support HAWK and Pedestrian Crossing Safety Systems.

1.8. **Remote Troubleshooting** – Town's Staff should be able to address issues remotely without going into the field. The Glance webpage dedicated to Town of Addison has specific

details charted and listed about Communications, power, status and alarms. The remote cellular access provides adequate Communications to assist with cabinet troubleshooting and help eliminate trips to the field.

- 1.9. **Bandwidth for Cameras** – The solution must have enough bandwidth to add additional camera capabilities with the existing video detection, such as pan, tilt, zoom, on-demand video streaming, and recording, in the future. Bandwidth to stream detection and PTZ style cameras are included in the proposal. With Cellular video streaming, the system is designed to allow streaming while users are engaged in watching or managing the stream. The stream will be disconnected based on timer and user inactivity.

## 2. Signal Preemption

**Cellular and GPS** – 5G Cellular and GPS based detection of Public Safety emergency vehicles for preemption when they are within a certain distance from the traffic signal. The system must be able to adapt and preempt nearby traffic signals if a turn signal is used on an emergency vehicle. Preempt must work through tunnels, overpasses, and between buildings. The Applied Information 085-02 currently operates on 4G technology. As part of the guaranteed Comms commitment, when AT&T no longer supports the 4G technology, Paradigm Traffic and Applied Information will provide an upgrade path to 5G at no additional cost to Addison.

- 2.1. **Line of Sight** – the system does not rely upon line-of-sight to function. The A.I. Glance system uses cellular as its primary Communications and 900 Mhz radio as redundant Communications, neither relying upon line-of-site Communications.
- 2.2. **Monitor and Tracking** – Town's Staff and Public Safety can monitor and track response times of emergency vehicles using the system in real-time. The A.I. Glance system includes a host of reports to share average travel times and 90<sup>th</sup> percentile travel times. The system also provides a real-time playback revealing trips of individual vehicles.
- 2.3. **Transit** – the system also allows transit priority preemption. Glance preemption fully supports transit applications.

## 3. Technology

- 3.1. **Cybersecurity** – The Town takes cybersecurity very seriously, and it expects the Vendor to follow industry standards and best practices for code, server, database, and other configurations that are relevant to the functioning of the system. The web-based IP interface is expected to run HTTPS. A strong user authentication

technique, but simple to use, is required. Glance security is provided using five levels of security, which together provide a secure environment for Glance and field devices. Username and password are the first level of security. This prevents unauthorized users from accessing Glance and being able to view or change any information. Publish permissions, which allow a user to change schedules, can be limited to specific users. Browser security within Glance is secured with HTTPS and SSL certificates. This is the same security that banks use to secure information. All data between browser and the server is securely encrypted. Field device security is also securely encrypted using HTTPS and SSL certificates. Encrypted information cannot be intercepted or interfered with. Applied Information Glance system allows us to whitelist IP addresses of servers connecting to Glance, providing another layer of security. All Applied Information equipment is secured behind a private APN and behind the AT&T cellular firewalls. The A.I. server is hosted at a secured location and behind firewalls of the T5 data center. Both are monitored 24/7 and provide a high form of security.

- 3.2. **Centracs Software** – the solution must integrate with Centracs software. Applied Information's Glance solution has successfully supported Communications for many Centracs systems. Texas Customer's are listed on Reference page.
- 3.3. **Software and Hosting Solution** – if possible, the Vendor are encouraged to provide three (3) independent hosting solutions: 1) 100% onsite hosted solution by the Town, 2) 100% Cloud base solution, or 3) hybrid solution. This proposal represents a 100% Cloud-based solution. All servers are hosted in T5 data centers with full backup recovery. The data center provides us with the following. Unparalleled power redundancy: 3 power feeds from multiple GA power substations. Power Reliability: All feeds are underground in concrete-encased conduit versus overhead feeds. Purpose-built Data Center Facility: 185 mph (EF-4 tornado) rating to protect all Data Center assets, including outside generators and cooling plant. Internet Connectivity Redundancy: 4 different paths out of facility over 4 different ISPs offers carrier diversity and "No single point of failure".
- 3.4. **Client Computer Desktop and Monitors** – the solution must include a client desktop computer and two (2) monitors. The desktop technical specifications must include, but not limited to: Intel Core i7 or better, 8GB DDR4 RAM or better, 512 GB SSD or better, a 3-year warranty or better, gigabit network interface card, NVIDIA® Quadro® P5000 graphics and select



RTX cards or better, and HDMI connections. The monitors must be at least 24 inches, with resolution 1920x1080 or higher, HDMI ports, adjustable stand, and a 3-year warranty. Paradigm Traffic can meet and/or exceed this requirement.

- 3.5. Software and Ongoing Maintenance – All software must have the longest possible end-of-life (EoL). The software supporting the system must be able to update to the latest version when it is available. The Vendor should be able to provide on-going maintenance and technical support for the system. Applied Information is a technology company and designs its system components to be supported and upgradable. The system is fully warranted for the 10-year Connectivity plan.
- 3.6. Data Ownership – All data developed during this project shall be considered the property of the Town of Addison, Texas. The Town should have access to any available traffic signal data within the system. The Town of Addison owns and will have access to all data generated by the proposed Glance system.

#### 4. Other

- 4.1. Training – The Vendor must provide training sessions and training documents and/or videos that are intuitive for Town's Staff. The number of training hours should be included, and training sessions will be for administrator users, Public Safety, and other Town's designated personnel. The number of hours of training is totally dependent on the needs of the Town of Addison. Typically, we hold a training after the product is installed (typically a half day). Then, any necessary follow up training can be scheduled at any time between Paradigm Traffic and Addison. No costs are incurred for training.
- 4.2. Integration with Waze – The system should provide integration with Waze. The TravelSafely cell phone app is designed to operate in the background, while other apps like Waze are operating. There are no current integration agreements between A.I. and Waze.
- 4.3. Timeline – The Vendor is encouraged to submit a detailed timeline from start to finish for implementation. The Town requests to have the project completion date within six (6) to eight (8) months after the formal contract is signed with the Vendor. A detailed timeline is included under The Project Approach tab in this RFP.



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## AI-500-085-02 Series Glance Preempt & Priority

### Overview

The AI-500-085 Glance Preempt & Priority Video Capable FMU series of controllers provides a cost-effective, easy to integrate means of adding priority & preemption, video streaming as well as monitoring traffic intersections status and health. The unit has a built in high speed Cellular, GPS and 900MHz radio to make priority and preemption easy to configure and simple to set up. The 19-inch rack mounted device is capable of remotely switching NEMA 5-15 power outlets inside the ITS cabinets. It is designed for extreme temperature applications and has low power requirements, making it suitable for solar powered applications.

The unit comes standard with a built in 4 port Ethernet switch, Cellular Modem, GPS and 900MHz radio. All units come with multiple digital and analog IO as well as 8 relay contacts to trigger preemption commands to the traffic signal controllers. The unit is also capable of sending priority requests directly to the traffic controller using ethernet communications.

The unit works in conjunction with the Glance Platform, providing connectivity to the cloud-based Glance solution.



### Features

- ✓ Low cost Internet connectivity solution
- ✓ 19 inch rack mount 1 U high
- ✓ 4 Port Ethernet Switch
- ✓ Remotely switchable outlets
- ✓ On demand wireless video streaming
- ✓ GPS enabled for self-locating
- ✓ Passthrough Communications
- ✓ Redundant communications supporting both 900MHz radio and Cellular communication
- ✓ Simple to configure priority and preemption zone using map based configurator.
- ✓ Integrated battery back-up for power fail reporting

Call us today to get started at 678.830.2170 or email us at [sales@appinfoinc.com](mailto:sales@appinfoinc.com)!

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## AI-500-065 Series Glance Preempt & Priority In-Vehicle Unit

### Overview

The AI-500-065 Glance Preempt & Priority In-Vehicle series of controllers provides a cost-effective way of adding priority & preemption to your emergency and transit vehicles. The unit has a built-in Cellular, GPS and 900MHz radio to make priority and preemption easy to configure and simple to set up. The in-vehicle unit monitors emergency signals, indicators and ignition switch to have the ability to automatically request priority/preemption at the traffic intersections.

The unit comes standard with a built-in Ethernet, Cellular Modem, GPS and 900MHz radio. All units come with multiple digital and analog I/O to monitor the vehicle status. The unit utilizes enhanced GPS module with dead reckoning. This allows the system to still track the vehicle even when the vehicle is in a tunnel or under an overpass.

The unit works in conjunction with the Glance Platform, providing connectivity to the cloud-based Glance solution. Simply plug install into your in-vehicle unit to add Glance priority and preemption as well as monitoring of location and situation of all your vehicles.

### Features

- ✓ Low cost Internet connectivity solution
- ✓ Monitor emergency and transit vehicles in real time from a simple browser
- ✓ Cellular & 900MHz radio redundancy
- ✓ Perform priority checkin requests at any distance from the traffic controller with Cell connection
- ✓ Remote Firmware Updates Available
- ✓ Local data storage, supporting store and forward schemes when no connection
- ✓ Enhanced GPS with dead reckoning and OBD-II interface for wheel revolutions
- ✓ Easy to install



Call us today to get started at 678.830.2170 or email us at [sales@appinfoinc.com](mailto:sales@appinfoinc.com)!

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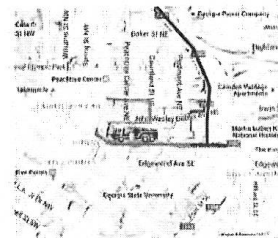
## Glance Preempt & Priority System

### Overview

Traffic signal preemption requests are critical to ensuring that emergency vehicles are able to arrive on scene as fast as possible. These systems ensure that the traffic signals are prepared for the emergency vehicle and ensure safe passage through the intersection. The Glance Preempt & Priority System (GPPS) uses the latest technology to make vehicle preemption systems simple and safe!

The Glance Preempt & Priority System utilizes web and cloud based computing to ensure the operation of these complex systems are made simple. The system seamlessly combines cellular, radio transmission and GPS technology into one system.

The system is interoperable with most traffic signal controllers and supports the ability to upgrade to the latest V2I standards.



Managing all of these units and ensuring proper functionality at the right time can be challenging. The system builds on top of the intersection and vehicle monitoring functionality that provides the monitoring all your assets.

### Benefits

- ✓ Simple to deploy technology
- ✓ Easy to maintain
- ✓ Increased confidence in system performance with automated and continuous monitoring and reporting without the need for costly inspections
- ✓ Simple and easy to use web based software that requires no client software to be installed
- ✓ Self configuring communications
- ✓ Configure at Central or at the Intersection
- ✓ Enhanced GPS module for better performance in tunnels and overpasses

Call us today to get started at 678.830.2170 or email us at [sales@appinfoinc.com](mailto:sales@appinfoinc.com)!

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## **The Project Approach**

Scope of Work Project Design and Methodology: Timeline, Staff Responsibilities, and Organization Chart

1. The **Town of Addison's duty** is to notify the award of the project and schedule the Startup meeting. **Paradigm Traffic's duty** is to procure the 085-02 and 065 units, as described in the Paradigm proposal. **Paradigm Traffic's duty** at the time of project award will be to request from the Town of Addison a list of intersection locations and intersection phasing to include each phase approach prior to procurement from Applied Information. The **Town of Addison's duty** is to provide those details.
2. Once the 085-02 units have arrived, the **Paradigm Traffic's duty** for the units will be to bench test and verify for each intersection location prior to field installation. This will include Preemption/Priority, TravelSafely, and IP addressing for integration into existing Centracas ATMS. The 065 Preemption/ Priority units will be ready to hand deliver upon Paradigm receipt. The **Town of Addison's duty** is to install the 065 units in designated vehicles.
3. Field installation of the Applied Information 085-02 units will be a **Paradigm Traffic duty**. Paradigm Personnel will install by major roadway corridor and test at each location for Connectivity and integration. Each corridor will be completed in-full to include ATMS integration in order to allow Traffic Management to flow as uninterrupted as possible.
4. Once all 085-02 units are installed and inspected, the **Town of Addison's duty** is to confirm completion of installation. After the Town's staff inspection process, **Paradigm Traffic's duty** will be to correct any punch list items that the Town of Addison deems needed. **Paradigm Traffic and the Town of Addison's duty** will be to start the final commissioning of each location to include complete integration into Centracas for project completion.
5. **Paradigm Traffic** proposes weekly update and milestone review meetings with **The Town of Addison** staff.

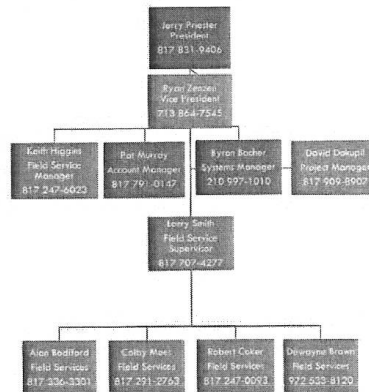


Town of Addison ATMS Timeline																
TASK	2020															
	March				April				May				June		July	
	3/9	3/16	3/23	3/30	4/6	4/13	4/20	4/27	5/4	5/11	5/18	5/25	6/1	6/8	6/15	6/22
Town of Addison Proposal Award																
Project Start Up Meeting																
Product Procurement by Paradigm Traffic																
Installation of AI 085-02 in Cabinets																
Configuration of AI 085-02 into Glance																
Get Up of Travel Safety																
Integration of Intersections into Centrace																
Integration of Glance into Centrace																
Final Commissioning of Applied units																
Testing and Final Acceptance of Project																
*Dates are dependent on award of contract																

Paradigm Traffic Personnel Assignments

Pat Murray  
Byron Bacher  
Keith Higgins  
Larry Smith  
Alan Rodford  
Colby Mees

## Paradigm Traffic Systems



### **Solution Costing**

Paradigm Traffic Systems will be integrating Addison's field hardware currently in the signal cabinets (Cobalt controllers with SPaT, Alpha Battery Back Up units) by using the Applied Information 085-02 cabinet monitoring unit.

For emergency in-vehicle Priority/Preemption, Paradigm Traffic will be supplying the Applied Information 065 VPU unit. Installation of the in-vehicle unit is an optional cost and is listed on the Excel sheet on the following pages. The Town of Addison will likely have their own Fleet Services staff to install into the Town's vehicle assets. In this case, Paradigm Traffic will assist for no additional charge, one day of assisted training to Fleet Services staff.

All cost breakdowns for each item and optional equipment / services are listed on the next two pages with Sub-Totals and Grand Totals per the specification. There are two Costing Sheets representing Option A for a 10-year Connectivity and Warranty Plan for the Applied Information units with optional items. The Option B plan represents a 5-year Applied Information Connectivity and Warranty Plan with optional items. This gives the Town of Addison the ability to choose the plan that best suits Addison's need.

Additionally, at no cost to Addison, the Applied Information system has available to the motoring public, the TravelSafely cell phone app. It is a free app on the driver's cellular store. TravelSafely provides Connected Vehicle technology to the driver, pedestrian, and cyclist.

**PROPOSAL OPTION A- 10 YEAR PRICING PLAN**

Bid Due Date	Quote Number	RFQ Number	Location	Estimator
2/13/20	Q25764MH	PY2020 ATMS	Town of Addison	RH
The following is a breakdown of the individual costs of the equipment necessary for implementation of the FY2020 Advance Traffic Management System:				
<b>Applied Information AI-805-02 Preemption/Priority</b>				
		<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	Applied Information 085-02, Preemption/Priority PMU2 4G Video with 4 Port Switch	37	\$2,150.00	\$79,550.00
2	Applied Information Glance Subscription Software with configuration fee	37	\$500.00	\$18,500.00
3	Applied Information Preemption/Priority with CAP Video Streaming (Cabinet Unit) Includes: Preemption/Priority, Passthrough and Video with 10 year Connectivity Plan	37	\$6,150.00	\$227,550.00
	<b>SUB-TOTAL</b>		<b>\$8,800.00</b>	<b>\$325,600.00</b>
<b>Applied Information VPU-865 Preemption/Priority In-Vehicle Unit</b>				
		<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
4	Applied Information VPU-865, Preemption/Priority In-Vehicle Unit	12	\$1,650.00	\$19,800.00
5	Applied Information Glance Subscription Software with configuration fee	12	\$500.00	\$6,000.00
6	Applied Information Preemption/Priority with 10 year Connectivity Plan	12	\$3,050.00	\$36,600.00
	<b>SUB-TOTAL</b>		<b>\$5,200.00</b>	<b>\$62,400.00</b>
<b>Computer And Accessories</b>				
		<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
7	Desktop Computer with Windows 10, Zen 24" Monitors and Accessories Meeting/Exceeding Specifications	1	\$3,200.00	\$3,200.00
	<b>SUB-TOTAL</b>		<b>\$3,200.00</b>	<b>\$3,200.00</b>
	<b>GRAND TOTAL</b>			<b>\$391,200.00</b>
<b>OPTIONAL ITEMS</b>				
<b>A) Optional Field Equipment:</b>				
		<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
8	RuggedCom 8 Port Ethernet Switch	1	\$2,135.00	\$2,135.00
9	WITI PTZ Viper w/Accessories	1	\$7,200.00	\$7,200.00
10	Econolite Vision 4-Approach VIVDS System	1	\$24,100.00	\$24,100.00
<b>B) Optional Installation:</b>				
		<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
11	Installation cost for VPU per Emergency Vehicle	12	\$2,500.00	\$30,000.00
12	Note: Installation and Integration of 865-02 units at no cost	37	No Cost	No Cost

**PROPOSAL OPTION B- 5 YEAR PRICING PLAN**

Bid Due Date	Quote Number	RFQ Number	Location	Estimator
2/13/20	Q25764MH	FY2020 ATMS	Town of Addison	MH
The following is a breakdown of the individual costs of the equipment necessary for implementation of the FY2020 Advance Traffic Management System:				
<b>Applied Information AI-500-085-02 Preemption/Priority</b>				
		<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	Applied Information 085-02, Preemption/Priority FMU2 4G Video with 4 Port Switch	37	\$2,150.00	\$79,550.00
2	Applied Information Glance Subscription Software with configuration fee	37	\$500.00	\$18,500.00
3	Applied Information Preemption/Priority with CAT4 Video Streaming (Cabinet Unit) Includes: Preemption/Priority, Passthrough and Video with 5 year Connectivity Plan	37	\$3,995.00	\$147,815.00
	<b>SUB-TOTAL</b>		<b>\$6,645.00</b>	<b>\$245,865.00</b>
<b>Applied Information VPU-065 Preemption/Priority In-Vehicle Unit</b>				
		<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
4	Applied Information VPU-065, Preemption/Priority In-Vehicle Unit	12	\$1,650.00	\$19,800.00
5	Applied Information Glance Subscription Software with configuration fee	12	\$500.00	\$6,000.00
6	Applied Information Preemption/Priority with 5 year Connectivity Plan- Includes 5-Year Equipment Warranty	12	\$1,995.00	\$23,940.00
	<b>SUB-TOTAL</b>		<b>\$4,145.00</b>	<b>\$49,740.00</b>
<b>Computer And Accessories</b>				
		<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
7	Desktop Computer with Windows 10, 24" 24" Monitors and Accessories Meeting/Exceeding Specifications	1	\$3,200.00	\$3,200.00
	<b>SUB-TOTAL</b>		<b>\$3,200.00</b>	<b>\$3,200.00</b>
	<b>GRAND TOTAL:</b>			<b>\$298,805.00</b>
<b>OPTIONAL ITEMS</b>				
<b>A) Optional Field Equipment:</b>				
		<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
8	Rugged/Com 8 Port Ethernet Switch	1	\$2,135.00	\$2,135.00
9	W71 PIZ Viper w/Accessories	1	\$7,200.00	\$7,200.00
10	Iconolite Vision 4-Approach VIVDS System	1	\$24,100.00	\$24,100.00
<b>B) Optional Installers:</b>				
		<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
11	Installation cost for VPU per Emergency Vehicle	12	\$2,500.00	\$30,000.00
12	Note: Installation and Integration of 085-02 units at no cost	37	No Cost	No Cost



### **Other Vendor Information**

For this proposal we have included the proof of capability to meet the specification of the Payment, Performance, and Maintenance Bond requirements behind the original RFP behind this tab.

Paradigm Traffic System acknowledges that we have seen the Questions and Answers posted on BidSync through Feb. 6<sup>th</sup>. We have included a copy of the Q&A pages as verification.

Paradigm Traffic also acknowledges there were No Addenda issued.

Paradigm Traffic recognizes the Town of Addison works often with the consultant firm Kimley Horn. They are well respected, and Paradigm considers them friendly partners in the traffic business. If Kimley Horn and Paradigm Traffic on the "back end" of this, or any other project, need to work together on Kimley Horn's signal timing projects, we will gladly assist.

Lastly, Paradigm Traffic Systems has worked closely with Addison's Traffic Department for the past 20 plus years and work diligently to support the needs of Addison whenever called upon. Thank you for past business. We look forward to getting this project and performing to a high standard.

---

**Pat Murray**

---

**From:** Janet Wentz  
**Sent:** Thursday, February 6, 2020 8:24 AM  
**To:** Pat Murray  
**Subject:** FW: Question(s) answered on Bid 20-69 (T/Addison)

Here is some more Q&A's from this morning. I will make sure Matt saw it too.

**From:** notices@bidsync.com  
**Sent:** Thursday, February 06, 2020 1:19 AM  
**To:** Estimating <Estimating@paradigmtraffic.com>  
**Subject:** Question(s) answered on Bid 20-69

Caution! This message was sent from outside your organization.



Jerry Priester,

Question(s) on Bid 20-69 - Advanced Traffic Management System have been answered by Town of Addison, TX.

**Item: Advanced Traffic Management System**

**Question**

What is the CAD/AVL software currently in use for the Fire Department?

What software is running on the cobalt controllers?

Do the Fire Department vehicles have internet communication currently? (Submitted: Feb 3, 2020 3:35:59 PM MST)

**Answer(s)**

• Question - What is the CAD/AVL software currently in use for the Fire Department?

Answer - CAD/AVL is OneSolution MCT (CentralSquare) which uses the integrated Panasonic GPS device.

Question - What software is running on the cobalt controllers?

Answer - The Cobalt Controllers are running a ATC/Linux software (ASC/3-LX).

Question - Do the Fire Department vehicles have internet communication currently?

Answer - Yes, Verizon wireless connectivity. (Answered: Feb 5, 2020 9:39:13 AM MST)

To view additional questions that have been submitted for this bid either click on the link below or go to the Bid Information page and click "Questions & Answers."

[Questions & Answers](#)

---

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Question and Answers for Bid #20-69 - Advanced Traffic Management System

Overall Bid Questions

Question 1

1. Whether companies from Outside USA can apply for this?  
(like, from India or Canada)
2. Whether we need to come over there for meetings?
3. Can we perform the tasks (related to RFP) outside USA?  
(like, from India or Canada)
4. Can we submit the proposals via email? (Submitted: Jan 16, 2020 3:28:25 AM CST)

[edit](#) 

Answer

- 1.) Being a USA company is not part of the requirements. However, having local support is a requirement.
- 2.) This is preferred but not required.
- 3.) No
- 4.) No (Answered: Jan 20, 2020 10:47:21 AM CST)

Question 2

What is the CAD/AVL software currently in use for the Fire Department?

What software is running on the cobalt controllers?

Do the Fire Department vehicles have internet communication currently? (Submitted: Feb 3, 2020 4:35:59 PM CST)

Answer

- Question - What is the CAD/AVL software currently in use for the Fire Department?  
Answer - CAD/AVL is OneSolution MCT (CentralSquare) which uses the integrated Panasonic GPS device.

[edit](#) 

- Question - What software is running on the cobalt controllers?  
Answer - The Cobalt Controllers are running a ATC/Linux software ( ASC/3-LX ).

- Question - Do the Fire Department vehicles have internet communication currently?  
Answer - Yes, Verizon wireless connectivity. (Answered: Feb 5, 2020 10:39:13 AM CST)

Question Deadline: Feb 6, 2020 12:00:00 PM CST

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**EXHIBIT C**  
**Service Level Agreement**

1. **Support Services.** As part of the Services, Consultant shall establish, sufficiently staff and maintain the organization and processes necessary to provide telephone and/or email based technical support, troubleshooting, error identification, isolation and remediation, and other assistance directly to Town and its Authorized Users to support Town's use, deployment and validation of the Services on a 24/7 basis, and after normal business hours and on holidays, as necessary to support Consultant's obligations under this Agreement. Consultant shall have up to four (4) hours to respond after Town's initial Support Services request. Length of repair time for a failure in Services shall be based on industry norms or upon a mutually agreed to time frame, in writing, by the parties. Consultant will provide proper contact information for technical support, and Consultant will notify Town in writing of any changes no less than five (5) days in advance. Consultant shall provide Town with access to its knowledge database and any other resource containing information that will aid in problem and error resolution and correction, as well as any other technical resources made electronically available to any of Consultant's other customers.
2. **Service Levels.** Consultant shall provide the Systems and Applications in accordance with the following service levels.
  - a. **Applications (hereinafter, "Glance", "TravelSafely", and "Data Portal").**
    - i. **Availability.** During any calendar month of a Regular Usage Period, the Applications shall be available to users no less than 99.9% of the time on a 24/7 basis, excluding scheduled maintenance of the Applications (the "**Applications Scheduled Downtime**"); provided, however, that Consultant is not responsible for any downtime of the Applications caused by Third-Party Data, or Third-Party Components, and such Third-Party downtime will not count against the service levels promised herein; provided, further, that Consultant shall be responsible for any downtime of Applications caused by Integrated Third-Party Software (as defined below) solely to the extent specified in Section 2(b) ("Service Levels for Integrated Third-Party Software"). Consultant shall provide Town with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime (as defined below) of the Applications, as well as continual periodic Updates during the unscheduled downtime regarding Consultant's progress in remedying the unavailability and the estimated time at which the Applications shall be available.
    - ii. **Service Credits.** In the event that Consultant fails to make the Application available at least 99.9% of the time in any given month during the Regular Usage Period due to "**Application Unavailability**", (as defined below), Consultant will credit Town's account for the unavailable time as follows:

Application Availability (Monthly)	Credit Percentage
Above 99.9%	0%
95% — 99.9%	5%
90% — 95%	10%
Below 90%	15%

Application Unavailability is the percentage of minutes per month in which the Application is completely and generally unavailable for Town's use (but not the use of any one Authorized User), provided that Application Unavailability does not



include any unavailability attributable to: (a) Scheduled Downtime for maintenance (whether by Consultant, by a Vendor, or by Town); (b) acts or omissions of Town or any Town user of the Application; (c) server downtime related to connectivity issues resulting from Third-Party-Managed VPN Access to hosted server or Town internal network problems; (d) defects or bugs in the Applications or Software caused by Town, any Authorized User, or any Affiliate, employee, agent or independent contractor of Town; (e) any other cause(s) beyond Consultant's reasonable control, including but not limited to those caused by Third-Party Data Services, Third-Party Components, overall internet congestion substantively affecting all use or a force majeure; or (f) any other cause(s) outside of Consultant's negligence. Town will be responsible for immediately notifying Consultant of all Third-Party-Managed VPN Access and internal or external (e.g. internet service provider) network problems that arise. Consultant shall endeavor to pursue a solution to any and all material issues, matters, and failures that cause Application Unavailability. **"Credit Percentage"** means the applicable percentage of the portion of the Fees attributable to Services in the calendar month in which the Application Unavailability occurs. For example, if Town has paid Consultant \$1,000 for one year of a Regular Usage Period, and the Application Availability falls to 99.5% during any calendar month in that year, then Consultant will owe Town a 5% credit on that month's portion of the Fee, or:  $\$1,000/12 = \$83.33$  per month, and  $5\% \text{ of } \$83.33 = \$4.17$ . In this example, Consultant would owe Town \$4.17 in credit for the month in which Application Availability fell to 99.5%.

In order to receive this credit, Town must notify Consultant in writing within forty-five (45) days following the end of the month the Applications Unavailability occurred. All claims are subject to review and verification by Consultant prior to any credits being granted. Consultant will acknowledge credit requests within fifteen (15) business days of receipt and will inform Town whether such claim request is approved or denied.

- b. **Service Levels for Integrated Third-Party Applications.** Notwithstanding anything else to the contrary contained herein, Consultant shall be responsible for any downtime of or related to the Applications or Integrated Third-Party Software (as defined below) that is caused by Integrated Third-Party Software solely to the extent specified in this Section 2(a). Credit Percentages Service Credits referenced elsewhere in this Contract shall not apply to downtime caused by Integrated Third-Party Software or the integrations or connections to Integrated Third-Party Software.

- i. **Availability of Third-Party Applications.** Exhibit B includes Third-Party Application integrations (the **"Integrated Third-Party Software"**) to be performed by Consultant during the Professional Services Period, and the Town's and Consultant's respective rights regarding acceptance of those Services. During the Regular Usage Period, the Integrated Third-Party Software shall be operational no less than 99.9% of the time on a 24/7 basis, excluding any scheduled maintenance of the Integrated Third-Party Software (whether scheduled by Consultant or by the Third-Party Provider, the **"Integration Scheduled Downtime"**); provided, however, that Consultant shall not be responsible for downtime caused by upgrades or Updates to Integrated Third-Party Software of which Consultant does not receive the requisite advance notice, and such downtime will not count against the service levels promised herein. Consultant agrees that it shall schedule any Integration Scheduled Downtime



on minimal traffic days whenever possible. The Parties further agree that Consultant shall not schedule in excess of 90 minutes of Integration Scheduled Downtime in during any 30-day period. Consultant shall provide Town with immediate telephone notification to the point of contact set forth in the Agreement as soon as it becomes aware of any actual or potential unavailability of an Integration other than Integration Scheduled Downtime (“**Integration Unscheduled Downtime**”), as well as continual periodic Updates during the Integration Unscheduled Downtime regarding Consultant’s progress in remedying the unavailability and the estimated time at which the Integration shall be available.

- ii. **Responsibilities for Planned Updates.** Town shall provide Consultant with prompt notice, and in no case fewer than fifteen (15) days’ advance notice, of any update by the Third-Party Provider of Integrated Third-Party Software. Consultant shall undertake commercially reasonable efforts to patch, repair or update the Software in order to integrate it with the updated Integrated Third-Party Software.
- iii. **Responsibilities for Planned Upgrades.** Town shall provide Consultant with prompt notice, and in no case fewer than fifteen (15) days’ advance notice, of any planned upgrade by the Third-Party Provider of Integrated Third-Party Software. Consultant shall evaluate the time and resources required to patch, repair or update the Software in order to integrate it with the upgraded Integrated Third-Party Software. The Parties shall engage in good faith negotiations to agree on the terms (including, without limitation, schedule and price) on which Consultant would develop a patch, repair, update or Upgrade to integrate the Software with the Integrated Third-Party Software

c. **Systems**

- i. **Availability.** During any calendar month of a Regular Usage Period, the Systems shall be available no less than 95% of the time on a 24/7 basis, excluding scheduled maintenance of the Systems (“**Systems Scheduled Downtime**”); provided, however, that Consultant is not responsible for any downtime of the Systems caused by a force majeure, and such downtime will not count against the service levels promised herein. Consultant shall provide Town with continual periodic Updates during the unscheduled downtime regarding Consultant’s progress in remedying the unavailability and the estimated time at which the Systems shall be available.
- ii. **Service Credits.** In the event that Consultant fails to make the System available at least 95% of the time in any given month during the Regular Usage Period due to System Unavailability (as defined below), Consultant will credit Town’s account for the unavailable time as follows:

System Availability (Monthly)	Credit Percentage
Above 95%	0%
90% — 95%	5%
80% — 90%	10%
Below 80.0%	15%

“System Unavailability” is defined as the percentage of minutes per month in which the System is completely and generally unavailable for Town’s use (but not the use of any one Authorized User), provided that System Unavailability does not include any unavailability attributable to: (a) Schedule Downtime for maintenance (whether by Consultant, by a vendor, or by Town); (b) acts or omissions of Town or any Town

user of the System; (c) server downtime related to connectivity issues resulting from Third-Party-Managed VPN Access to hosted server or Town internal network problems; (d) defects or bugs in the Systems or Software caused by Town, any Authorized User, or any Affiliate, employee, agent or independent contractor of Town; (e) any other cause(s) beyond Consultant's reasonable control, including but not limited to those caused by Third-Party Data Services, Third-Party Components, overall internet congestion substantively affecting all use or a force majeure; or (f) any other cause(s) outside of Consultant's negligence. Town will be responsible for immediately notifying Consultant of all Third-Party-Managed VPN Access and internal or external (e.g. internet service provider) network problems that arise. Consultant shall endeavor to pursue a solution to any and all material issues, matters, and failures that cause System unavailability.

"Credit Percentage" means the applicable percentage of the portion of the Fees attributable to Services in the calendar month in which the System Unavailability occurs. For example, if Town has paid Consultant \$1,000 for one year of a Regular Usage Period, and the System Availability falls to 94% during any calendar month in that year, then Consultant will owe Town a 5% credit on that month's portion of the Fee, or:  $\$1,000/12 = \$83.33$  per month, and  $5\% \text{ of } \$83.33 = \$4.17$ . In this example, Consultant would owe Town \$4.17 in credit for the month in which System Availability fell to 94%.

In order to receive this credit, Town must notify Consultant in writing within forty-five (45) days following the end of the month the Systems Unavailability occurred. All claims are subject to review and verification by Consultant prior to any credits being granted. Consultant will acknowledge credit requests within fifteen (15) business days of receipt and will inform Town whether such claim request is approved or denied. The issuance of Systems Service Credit by Consultant hereunder is Town's sole and exclusive remedy for any *failure by* Consultant for satisfy the *service levels* set forth in this *Section 2(a)*.

- d. **System Updates.** Consultant shall assume all responsibilities to update Systems in this Agreement, unless otherwise specified in this Agreement. Consultant shall notify Town with prompt notice, and in no case fewer than fifteen (15) days' advance notice, of any planned Updates.
- e. **System Upgrades.** Consultant shall assume all responsibilities to upgrade Systems in this Agreement, unless otherwise specified in this Agreement. Consultant shall notify Town with prompt notice, and in no case fewer than fifteen (15) days' advance notice, of any planned upgrades.
- f. **Application Updates.** Consultant shall assume all responsibilities to update Applications in this Agreement, unless otherwise specified in this Agreement. Consultant shall notify Town with prompt notice, and in no case fewer than fifteen (15) days' advance notice, of any planned Updates.
- g. **Application Upgrades.** Consultant shall assume all responsibilities to upgrade Applications in this Agreement, unless otherwise specified in this Agreement. Consultant shall notify with prompt notice, and in no case fewer than fifteen (15) days' advance notice, of any planned upgrades.

**EXHIBIT D**  
**Additional Requirements, Baseline Cost, and Optional Features and Equipment**

**PRIOR TO COMMENCING WORK:**

Contractor shall apply for a Town of Addison Right of Way permit; Right- of-Way fees shall be waived by the Town of Addison. Work shall not start until a Notice to Proceed (NTP) and the Town of Addison Right-of-Way Permit is approved.

Contractor shall provide a detailed work schedule for Town of Addison review and approval prior to commencing work.

The Town of Addison reserves the right to abandon, without obligation to the Contractor, any part of the Project, or the entire Project, at any time before the Contractor begins any construction Work authorized by the Town of Addison. The Town of Addison may abandon portions of the Project at any time during the Project duration. In case of such partial abandonment, the Contractor shall not be due any payment for lost or unrealized profits on the abandoned portions of the Project.

**Traffic Control / Work Hours:**

Signalized intersections shall not be power cycled or put into flash and lane closures are only permitted from the hours of 9:00am to 3:30pm Monday through Friday.

Contractor shall not perform any work the day before or the day of Addison Kaboom Town (July 2, 2020 and July 3, 2020).

All work shall be performed under the supervision of Town of Addison Personnel.

Contractor shall maintain a continuous accessible pedestrian path on either side of the intersections.

It shall be the responsibility of the Contractor to provide traffic control during the construction as required by the State of Texas, the Town of Addison, and in accordance with the following additional requirements:

- a. The Contractor shall be required to furnish barricades, flares, flagmen, etc., for the protection of the public, employees and the Work.
- b. The Contractor shall prosecute its Work in such a manner as to create a minimum of interruption to traffic along adjacent roadways.
- c. The unit price bid under the appropriate bid item of the proposal shall cover all cost for providing signage, markings, lighting, barricades, flagmen and other devices and personnel required for traffic control during construction of the Project.
- d. The Contractor shall not remove any regulatory sign, instructional sign, warning sign, street name sign or any other sign or signal which currently exists.
- e. The Contractor shall provide a comprehensive Traffic Control Plan to the Town of Addison and Engineer for review, comment, and approval in the event the planned sequence of work is different in any way from that sequence of work provided for



in the plans or where additional details are required. The Traffic Control Plan shall be designed in accordance with established standards and regulations and signed and sealed by a professional engineer, registered in the State of Texas. The plan should reflect the Contractor's proposed construction phasing and methodology and include the design layout for all proposed detour and traffic situations.

- f. The Contractor shall plan its Work sequence in a manner that will cause minimum interference with traffic during construction operations. Before beginning Work on this Project, the Contractor shall submit, for approval by the Town of Addison, a plan of construction operations outlining in detail a sequence of Work to be followed; setting out the method of handling traffic on streets, roads and driveways along, across and adjacent to the Work. If at any time during the construction, the Contractor's proposed plan of operation for handling traffic does not provide for safe comfortable movement, the Contractor shall immediately change its operations to correct the unsatisfactory conditions.
- g. The Contractor shall provide, construct and maintain barricades and signs at locations set out in the Plans and in the Special Provisions in accordance with the Texas Manual on "Uniform Traffic Control Devices for Streets and Highways". In addition, he shall provide and maintain such other barricades and signs as deemed necessary by the Town or the Engineer, and provide and maintain, between sunset and sunrise, a sufficient number of lights at barricades and points of danger for the protection of vehicular and pedestrian traffic.
- h. Barricades, vehicles, and equipment shall be placed in such a manner as not to interfere with the sight distance of drivers entering the street from side streets.
- i. The Town of Addison has the authority to suspend all work immediately if, in the Town of Addison's opinion, there is imminent danger to workers or the general public. The Town of Addison shall warn the Contractor who shall then immediately order all workmen away from the area. If the Contractor does not make the required corrections, all work on the Contract shall cease and the Town of Addison will issue a letter of Temporary Suspension of Work. The only work authorized after issuance of this letter is work approved by the regulations. Other work shall not be permitted until the Town of Addison issues a letter of Release of Temporary Suspension of Work. The Contractor shall not be entitled to additional compensation, an extension of time or payment of damages as a result of a temporary suspension.

**REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK:**

All Work which has been rejected or condemned shall be repaired; or if it cannot be repaired satisfactorily, it shall be removed and replaced at the Contractor's expense. Defective materials or equipment shall be immediately removed from the Work site. Work done without proper inspection; or any Extra or unclassified Work done without written authority and prior agreement in writing as to prices, shall be at the Contractor's risk and will be considered unauthorized, and at the option of the Town of Addison may not be



measured and paid for and may be ordered removed at the Contractor's expense. Upon failure of the Contractor to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized or condemned work or materials immediately after receiving notice from the Town of Addison, the Town will, after giving written notice to the Contractor, have the authority to cause defective Work to be remedied or removed and replaced, or to cause unauthorized Work to be removed and to deduct the cost thereof from any monies due or to become due the Contractor.

**TOWN OF ADDISON APPROVAL:** This Project is subject to final approval and acceptance by the Town of Addison. Final approval acceptance will not be given until the punch list items are completed to the Town's satisfaction. This will include and not be limited to communications reliability, video streaming quality, and emergency vehicle preemption. The Town will run a connectivity report on the system before final acceptance. The Contractor shall make a final cleanup of all parts of the Work before acceptance by the Town of Addison. This cleanup shall include removal of all objectionable rock and other construction materials, tools and in general preparing the site of the Work in an orderly manner and appearance.

Paradigm 10 Year Pricing Plan ATMS RFP# 20-69			
Applied Information AI-500-085-02 Preemption Priority	Quantity	Unit Price	Total
Applied Information 085-02, Preemption/Priority FMU2 4G Video with 4 Port Switch	33	\$ 2,150.00	\$ 70,950.00
Applied Information Glance Subscription Software with configuration fee	33	\$ 500.00	\$ 16,500.00
Applied Information Preemption/Priority with CAT 4 video Streaming (Cabinet Unit) Includes: Preemption/Priority, Passthrough and Video with 10 year Connectivity Plan	33	\$ 6,150.00	\$202,950.00
Sub-Total			\$290,400.00
Applied Information VPU-065 Preemption/Priority In-Vehicle Unit	Quantity	Unit Price	Total
Applied Information VPU-065, Preemption/Priority In-Vehicle Unit	12	\$ 1,650.00	\$ 19,800.00
Applied Information Glance Subscription Software with configuration fee	12	\$ 500.00	\$ 6,000.00
Applied Information Preemption/Priority with 10 year Connectivity Plan	12	\$ 3,050.00	\$ 36,600.00
Sub-Total			\$ 62,400.00
Source Code Escrow Account	Quantity	Unit Price	Total
Source Code Escrow Account	1	\$ 6,400.00	\$ 6,400.00
Sub-Total			\$ 6,400.00
Grand Total			\$359,200.00
Optional Items			
A: Optional Field Equipment	Quantity	Unit Price	Total
B: Optional Installation	Quantity	Unit Price	Total
Installation cost for VPU per Emergency Vehicle	12	\$ 2,500.00	\$ 30,000.00
Note: Installation and Integration of 085-02 units at no cost	37	No Cost	No Cost

Optional Equipment List				
Description	Intersection Location	Quantity	Unit Price	Total
Econolite Vision 4-Approach VIVIDS System	Midway @ Spring Valley	1	\$ 24,100.00	\$ 24,100.00
	Quorum @ Westgrove	1	\$ 24,100.00	\$ 24,100.00
	Quorum @ Airport	1	\$ 24,100.00	\$ 24,100.00
	Arapaho @ Addison	1	\$ 24,100.00	\$ 24,100.00
	Marsh @ Arapaho	1	\$ 24,100.00	\$ 24,100.00
	Arapaho @ Edwin Lewis	1	\$ 24,100.00	\$ 24,100.00
Sub-Total				\$ 144,600.00
WTI PTZ Viper w/ Accessories	Intersection Location	Quantity	Unit Price	Total
	Midway @ Spring Valley	1	\$ 7,200.00	\$ 7,200.00
	Marsh @ Arapaho	1	\$ 7,200.00	\$ 7,200.00
	Belt Line @ Quorum	1	\$ 7,200.00	\$ 7,200.00
	Belt Line @ Marsh	1	\$ 7,200.00	\$ 7,200.00
	Belt Line @ Midway	1	\$ 7,200.00	\$ 7,200.00
	Addison @ Keller Springs	1	\$ 7,200.00	\$ 7,200.00
	Arapaho @ Quorum	1	\$ 7,200.00	\$ 7,200.00
	Addison @ Arapaho	1	\$ 7,200.00	\$ 7,200.00
	Belt Line @ Surveyor	1	\$ 7,200.00	\$ 7,200.00
Sub-Total				\$ 64,800.00
Total For Optional Equipment				\$ 209,400.00
Grand Total for Everything				\$ 598,600.00

**EXHIBIT E**  
**Transition Assistance**

Upon termination of the Agreement for any reason, and subject to all amounts due, other than any amounts disputed in good faith, being paid in full, Consultant will create searchable raw text file of each record (each, a "Record") and provide them to the Town for download. Town may request, and Consultant will consider, other formats in which to create the Records, but the final format of all Records will be determined in Consultant's sole discretion. Records can be uploaded to Town's new system by the Town or its new vendor.

1. **Preparation.**
  - a. The Town will provide the desired cutoff date of the Services (the "Cutoff Date"), at which time all existing user accounts will be terminated.
  - b. Consultant will provide one (1) account for the Town to access a web-based storage platform to retrieve Town documents and Records (the "Transition Account"). The Transition Account will be available to Town for thirty (30) days prior to the Cutoff Date.
2. **Content**
  - a. The Town will provide the desired cutoff date of the Services (the "Cutoff Date"), at which time all existing user accounts will be terminated.
  - b. Each Report in Consultant will be recreated as a searchable raw text file (or other mutually agreed to format as described above) using the standard Consultant format then in use.
  - c. All archive files will be accessible via the internet on the Cutoff Date.
3. **Support**
  - a. Consultant will maintain Town Data for up to one (1) year following the Cutoff Date.
  - b. Consultant will resolve any issues it deems to be the result of errors in the Consultant platform or export process for a period of six (6) months after the Cutoff Date.
  - c. No less than one (1) year after the Cutoff Date, Consultant will delete Town Data from all Consultant online systems (e.g. primary database, replica databases, search databases, application caches, etc.) other than database backups, audit logs and server system logs.
  - d. Within six (6) months from the date of deletion of Town Data from all Consultant online systems, all Town Data will be erased from database backups.
  - e. Notwithstanding the foregoing, Consultant reserves the right to retain Town Data on audit logs and server system logs and in support tickets, support requests and direct communications with Consultant.