CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of

Santa Fe (the "City") and Econolite Control Products, Inc (the "Contractor"). The date of

this Agreement shall be the date when it is executed by the City and the Contractor,

whichever occurs last.

1.   SCOPE OF SERVICES

The Contractor shall provide the following services for the City :

A.   "Blue Toad Cellular system" software monitors blue tooth signals

from vehicles to track those vehicles along selected arterials to obtain travel time

information for the signal shop via cell signal and backend service.   Monitors travel-time

data and dashboard based visualization from spreadsheets and graphs to standalone

databases and cloud services.

B.   Blue Toad Cellular System communication via State Price

Agreement # 60-805-15-13229 ("Exhibit A" hereto and incorporated herein) for nine

intersections.

C.   The Blue Toad Cellular monitors the following intersections and as

described in "Exhibit B" attached hereto and incorporated herein:

(1)   Cerrillos Road & Ashbaugh Park

(2)   Cerrillos Road & Camino Consuelo

(3)   Cerrillos Road & Airport Road

(4)   Rodeo Road & Richards Ave

(5)   St. Francis Dr. & Cerrillos Road

    (6)   St. Francis Dr. & Alamo Dr.

    (7)   Airport Road & Country Club

    (8)   St. Francis Dr. & Zia Road

    (9)   Zia Road & Yucca Street

2.   <u>STANDARD OF PERFORMANCE; LICENSES</u>

A.   The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B.   The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3.   <u>COMPENSATION</u>

A.   The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed nine thousand, one hundred- eighty dollars ($ 9,180.00), plus applicable gross receipts taxes.

B.   The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C.   Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4.   <u>APPROPRIATIONS</u>

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If

sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5.   TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on December 31, 2018, unless sooner pursuant to Article 6 below.

6.   TERMINATION

A.   This Agreement may be terminated by the City and the Contractor upon 60 days written notice to the Contractor.

(1)   The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2)   If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3)   If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be

employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any

reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B.　　Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C.　　Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13.　　INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14.　　NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision

in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15.   THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16.   RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17.   APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18.   AMENDMENT

This Agreement shall not be altered, changed or modified except by an

amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the

following addresses:

City of Santa Fe:
Traffic Signal Shop
200 Lincoln Ave
PO Box 909
Santa Fe, NM 87504

Contractor:
Econolite Group, Inc
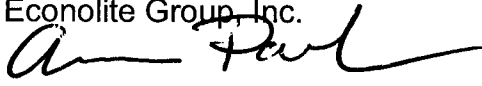1250 N. Tustin Ave
Anaheim, CA 92807

IN WITNESS WHEREOF, the parties have executed this Agreement on the date

set forth below.

CITY OF SANTA FE:

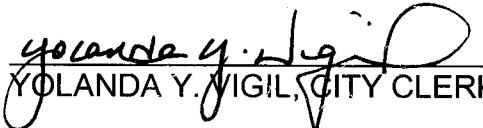BRIAN K. SNYDER, CITY MANAGER

DATE: 02/29/2018

CONTRACTOR:
Econolite Group, Inc.

AARON PARK Account Manager
NAME AND TITLE

DATE: 2/14/2018

CRS# 02-196065-00-8
City of Santa Fe Business
Registration # 17-00147876

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM K. JOHNSON, FINANCE DIRECTOR

12053.530200
Business Unit Line Item

State of New Mexico
General Services Department
Purchasing Division

EXHIBIT
A

Price Agreement Amendment

Awarded Vendors:
8 Vendors

Price Agreement Number: **60-805-15-13798**

Price Agreement Amendment No.: **Two**

Term: **March 25, 2016 - March 24, 2018**

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: **Travis Dutton-Leyda**

Telephone No.: **505-827-0477**

Email: travis.dutton-leyda@state.nm.us

Invoice:
New Mexico Department of Transportation
Various Locations

For questions regarding this Price Agreement please contact:
India Garcia 505-827-5183

Title: **Traffic Signal Equipment and Supplies**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, excluding Smartek ITS LLC, this Price Agreement is extended from March 25, 2017 to March 24, 2018 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Date: 2.2.17

New Mexico State Purchasing Agent

State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendors: 9 Vendors	Price Agreement Number: **60-805-15-13798** Price Agreement Amendment No.: **One** Term: **March 25, 2016 - March 24, 2017**
Ship To: New Mexico Department of Transportation Various Locations	Procurement Specialist: **Travis Dutton** Telephone No.: **505-827-0477** Email: travis.dutton-leyda@state.nm.us
Invoice: New Mexico Department of Transportation Various Locations	

For questions regarding this Price Agreement please contact:
James Ortega 505-827-5135

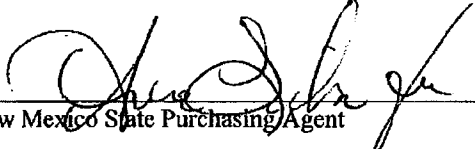Title: **Traffic Signal Equipment and Supplies**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately.

Remove - MO's Consulting - from the Price Agreement.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: **04/11/16**

State of New Mexico
General Services Department

Price Agreement

Awarded Vendor
10 Vendors – See Page 6 & 7

Price Agreement Number: **60-805-15-13798**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As Requested**

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: **Travis Dutton**

Telephone No.: **505-827-0477**

Email: travis.dutton-leyda@state.nm.us

Invoice:
New Mexico Department of Transportation
Various Locations

For questions regarding this contract please contact:
James Ortega 505-827-5135

Title: **Traffic Signal Equipment and Supplies**

Term: **March 25, 2016 thru March 24, 2017**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 3.22.2016

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: http://www.insurenewmexico.state.nm.us/.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:
http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx

Department Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

Article II –Term
The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

Article III –Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

Article V - Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

Article VII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

Awarded Vendors:

(AA)
0000045699
AM Signal, Inc.
9935 Titan Park Circle
Littleton, CO 80125
720-348-6925
brooke@amsignalinc.com

(AB)
0000044213
Consolidated Traffic Controls, Inc.
1016 Enterprise Place
Arlington, TX 76001
817-265-3421
president@ctc-traffic.com

(AC)
0000056102
Econolite Control Products
DEPT LA 24173
Pasadena, CA 91185-4173
505-989-3949
apark@econolite.com

(AD)
0000105445
Gades Sales Company, Inc.
PO BOX 9003
Wichita, KS. 67277
303-862-1770
msearle@gadestraffic.com

(AE)

MO's Consulting
1016 Enterprise Place
Arlington, TX 76001
817-265-3421
mark@themosconsulting.com

(AF)

Rhythm Engineering
11228 Thompson Ave
Lenexa, KS 66219
916-227-0603
morgan.kyle@rhythmtraffic.com

Awarded Vendors Continued:

(AG)
0000113184
Smartek ITS, LLC
334 East Lake Rd #125
Palm Harbor, FL 34685
Summit Traffic Solutions, LLC
727-944-4347
james@smartek-its.com

(AH)
0000080679
Summit Traffic Solutions, LLC
11757 West Ken Caryl Ave., Suite F-411
Littleton, CO 80127
303-933-2843
Summit-Traffic@q.com

(AI)
0000045420
Traffic Signal Controls, Inc.
255 Weaver Park Road, Suite # 100
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Establish a Price Agreement for Traffic Signal Equipment and Supplies for the New Mexico Department of Transportation. This price agreement is for equipment for traffic signal repair, replacement parts, upgrade components and other traffic signal equipment and supplies. This is a materials only price agreement.

All products purchased under this contract shall meet the specifications as set forth in this Price Agreement, the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition, current special provisions and supplemental specifications. They are available on the NMDOT website, at the following link: http://dot.state.nm.us/en/PSE.html and they are available for purchase at the General Office Financial Control Office contact (505) 827-5338.

Vendors are required to have prior product approval through the NMDOT Product Evaluation Program in order for bid item to be awarded.

Term of Agreement:
The term of this agreement is for a period of one year from date of award with an option to extend for a period(s) of three (3) additional years, on a year-to-year basis, by mutual agreement of both parties and the approval of the State Purchasing Director at the same prices, terms and conditions. This price agreement shall not exceed four (4) years.

Tax Note:
Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the invoice at current rates as a separate item to be paid by users.

Bidding Information:
The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be returned by the vendor in his/her bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, in the discretion of The State, constitute grounds for rejection of the entire bid.

The prices quoted herein represent the total compensation to be paid by the State for goods and/or services provided. It is understood that the party providing said goods and/or services to the State is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, and any other items necessary to complete the work provided. The prices quoted in this contract include an amount sufficient to cover such costs.

The Contractor shall be considered an independent Contractor and not an employee of the State of New Mexico. The New Mexico Department of Transportation shall provide direction regarding the performance required by this price agreement.

Vendor is requested to indicate their federal tax id number, New Mexico gross receipts or social security number

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Bid Review:
The New Mexico Department of Transportation (NMDOT) shall perform a bid analysis of the bids received to include a determination of qualification in accordance with the standards and requirements of the price agreement. The analysis and recommendation for award will be sent to State Purchasing for a determination.

Method of Award:
Method of award shall be to multiple vendors statewide on an item by item basis.

This price agreement may be awarded to one or more vendors, but not to exceed three vendors per item.

Awarded vendor must submit full product line parts and price list to using agency upon request.

Note: "See Attached Price List" will not be accepted. A percent off items must be identified on each item being bid, where requested.

Utilization of Vendors:
The following procedure for the utilization of vendors shall be used on multiple source price agreements.

1. The selection of a vendor from a multiple source price agreement to provide items shall be based on the purchase order.

2. The District Engineer or their designee shall evaluate the estimated quantities, unit costs, total costs per item, and total purchase order costs for each awarded vendor.

3. The vendor selected to perform the work shall be the vendor providing items for the specific purchase order at the lowest overall cost to the New Mexico Department of Transportation and able to meet all requirements including delivery schedule. A vendor **not** offering the lowest cost to the New Mexico Department of Transportation can be used for the specific purchase order if the vendor providing the lowest overall cost is unable to meet all item and delivery requirements as determined and documented by the District Engineer or their designee. Any changes to the original purchase order will require a modification form signed by the District Engineer or their designee. All supporting documentation shall be maintained in the project file.

The Contractor Agrees To:
Contractor shall indemnify and hold harmless The State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Contractor's and/or its employees, own negligent act(s) or omission(s) while Contractor, and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions and limitations of the tort claims act (41-4-1, et seq., N.M.S.A. 1978 comp.) and section 56-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

Specifications for Traffic Signal Equipment and Supplies:
All bid items and materials shall meet the NMDOT Standard Specifications for Highway and Bridge Construction current edition, plus any Supplemental or Standard Specifications established by NMDOT.

All items provided under this agreement must comply with all applicable requirements of the Manual on Uniform Traffic Control Devices (MUTCD) current edition published by the Federal Highway Administration. If the vendor's product does not operate satisfactorily in accordance with the specifications, the Department reserves the right to cancel the price agreement and award to the next lowest bid.

Hybrid Detection Systems Specifications:
Description:
This specification sets forth the minimum requirements for a detector rack-based hybrid remote-sensor detection system that provides vehicle presence, traffic flow statistics, event alarms, video snapshots, and full-motion video for traffic control and management systems. The hybrid detection system may also apply to various bicycle, pedestrian, and safety applications. Through intelligent decision logic, this system processes radar information and video images to provide detector outputs to a traffic controller or similar device and complies with the National Electrical Manufacturers Association (NEMA) type C or D detector rack and Transportation Electrical Equipment Specification (TEES) input file rack standards.

The system architecture shall fully support Ethernet networking of system components through a variety of industry standard and commercially available infrastructures. The data communications shall support direct, modem, and multi-drop interconnects. Simple, standard Ethernet wiring shall minimize overall system cost and improve reliability, utilizing existing infrastructure for easy system installation and maintenance. Optionally, both streaming video and data communications shall be possible over long distances through fiber optic, microwave, or other commonly used digital communications transport configurations.

On the software application side of the network, the system shall be integrated through a client-server relationship. The client applications shall either be hosted on the same personal computer (PC) field programming unit (FPU) as the communications server or may be distributed over a local area network of PC's using the industry standard transmission control protocol/internet protocol (TCP/IP) network protocol. Multiple client applications shall execute simultaneously on the same host or multiple hosts, depending on the network configuration.

Materials:
The hardware shall consist of the following items:
Items to be provided by the system supplier:
a. One or more hybrid radar and image sensors;
b. Corresponding number of rack-based MVP detection modules or combination module;
c. A cabinet interface panel for 1 to 4 sensors with surge suppression and communications distribution
d. Interconnecting cables from the interface panel to the senor and detection module
e. Optional interface cards for traffic signal control applications.
f. Optional notebook or desktop computers to run system software (supervisor computer).

System Software:
Each machine vision processor (MVP) detection module shall include detection software for one sensor input for detecting approaching vehicles in multiple traffic lanes and for communicating with traffic controllers or other control devices. Detection zones and special detection instructions shall be user-definable through interactive graphics, typically by placing lines or boxes onto an image on a monitor. A personal computer shall allow configuration of all applications. The user may change previously defined detection zones. Each machine vision processor (MVP) shall calculate traffic parameters in real-time, allow real-time polling for vehicle presence, traffic flow, event alarms, and video snapshots, and provide local non-volatile data storage for backup or later downloading and analysis.

A software suite shall include management tools to plan, install, troubleshoot, and maintain the hybrid detection system. The communications server function shall allow multiple office users to share access to video detection installations. To create a custom interface to other traffic management center (TMC) systems, an optional software developer's kit or traffic data protocol shall provide tools and examples for a system programmer to integrate the video detection system.

The embedded software shall incorporate multiple applications that perform a variety of diagnostic, installation, fault tolerant operations, data communications, digital video streaming, and vehicle/bicycle detection processing.

There shall be a suite of client applications for the host client / server PC. The application shall execute under Microsoft Windows XP, Vista or 7 operating systems. Available client applications shall include:

- Master network browser: Learn a network of connected detection modules, display basic information, and launch applications software to perform operations.
- Configuration setup wizard and editors: Create and modify detector configurations for execution on the detection module.
- Front Panel displays and System Test utilities facilitate maintenance and troubleshooting.
- Operation log: Retrieve, display, and automatically save complete setup configurations and time-stamped event logs for maintenance and troubleshooting. The old log shall configure a replacement unit. The user may add various detection alarms and user-defined events to the log.

- Software install: Quickly reconfigure one or more detection modules with a newer release of embedded system software.
- Streaming video player: Play and record streaming video with or without flashing detector overlay.
- Data Retriever: Fetch once or poll continuously for traffic data and alarms and store on PC storage media.
- Communications server as Windows service: Provide fault-tolerant, real-time transmission control protocol/internet protocol (TCP/IP) communications to and/or from all devices and client applications with full logging capability for systems integration.
- Snapshot Retriever: Retrieve and store images for review or real-time display, such as on websites.
- An optional software developer's kit (SDK) or traffic data protocol shall provide necessary tools for software programmers to integrate the detection system into the larger, traffic management system.

Sensor Hardware:
The hybrid sensor shall be mountable on a wide variety of standard camera brackets. It shall contain rugged compact radar and 10x zoom lens color camera.

Interface Panel Hardware:
The small footprint of the interface panel shall be cabinet rail, Deutsches institute fur Normung (DIN) rail, or computer rack mountable. The interface panel shall support up to 4 sensors and detection modules. Two SLO-BLO fuses and electrical surge protectors isolate the sensors from other cabinet equipment.

Detection Module Hardware:
The detection module shall be shelf or rack mountable. Nominal outside dimensions excluding connectors shall not exceed 4.5 in. x 2.25 in. x 7 in. The detection module shall be capable of mounting in a standard Detector Rack or Input File, or in an optional shelf-mounted enclosure).

The detection module shall comply with the form factor and electrical characteristics of a TEES Input File or NEMA Detector Rack to provide up to sixteen (16) contact closure inputs and twenty-four (24) contact closure outputs, and up to thirty-two (32) inputs and sixty-four (64) outputs via serial date link communication (SDLC) protocol to a traffic signal controller.

Power Consumption:
The detection system shall support "green" strategic goals in its construction and by operating on 110/220 voltage alternating current (VAC), 50/60Hz at a maximum of 25 watts with the heated faceplate in full operation. A typical 4-sensor installation in an intersection cabinet shall consume less than 100 watts. No supplemental surge suppression shall be required outside the cabinet unless specified by the department.

Functional Capabilities:
The real-time, detection performance of the machine video processor (MVP) detection module shall be optimized to meet the detection objective of the traffic application. The detection objective determines sensor mounting location; the number of traffic lanes to monitor; sizing, placement, and orientation of vehicle detectors; and how to minimize the effects of lane-changing maneuvers.

Real-Time Detectors:
The detection module shall be capable of simultaneously processing information from the forward-fire radar and video camera. The video shall be digitized and analyzed up to 30 times per second. Intelligent decision logic monitors the current operating conditions and combines the radar video information continuously to meet the detection objectives.

Different detector types shall be selectable during configuration. All of the following Detector Types shall be supported but not limited to: Stop Line, Count Detector, Presence Detector, Speed Detector, Detector Function, Station, Input, Label, Scheduler, Speed Alarm, and Contrast Loss Detector.

The stop line detector shall indicate presence of a moving or stopped vehicle, performing moving vehicle validation and time-persistence validation during Red and compensating for vehicle occlusion effects, camera motion, and poor video contrast.

The detector function shall combine multiple detector outputs together via logical functions OR, AND, NAND, NOR, and N of M to make a decision or qualify an event. In addition, the detector function shall condition the detector outputs based on the state of the associated traffic signals. Similar to detector types in a traffic controller, all of the following detector output types shall be available: Type 0, Type 1, Type 2, Type 3, Type 4, Type 5, Type 6, Type 7, Type 9 (moving vehicle detector), and Type 10 (contrast loss arbitration).

Detectors shall accurately detect approaching, speeding, or stopped vehicles in multiple traffic lanes via processing of radar information and video images. Detection events shall be available to a variety of parallel and serial outputs simultaneously that reflect the current real-time detector state. The detection module shall detect an electrical malfunction, the absence of a valid video, and/or radar signal and choose the appropriate failsafe state, including turning all detector outputs on.

Once the detection module has been properly set up using the supervisor computer, it shall be possible to disconnect the supervisor computer. Thereafter, the detection module shall perform vehicle detection as a standalone unit.

Interval Traffic Data:
The detection module shall count vehicles in real-time and compute the average of traffic parameters over user-defined time intervals (or time slices) or traffic phases, as follows: volume, occupancy, vehicle classification, flow rate, headway, speed, level of service, pace occupancy, space speed, and density.

The time-interval data shall be retained in non-volatile flash memory within the detection module for later transfer to the supervisor computer for analysis. The detection module shall record traffic data and alarms by event or by multiple time intervals from 1 to 3600 seconds (1 hour) or by intersection cycle split for display, retrieval, and analysis.
Retrieval of data stored in the memory of the detection module shall be via a standard RJ45 Ethernet communications port using manufacturer provided software.

External Interface:
It shall be possible for the detection module to output the detection signal directly to NEMA TS1, TS2, Type 170, Type 179, 2070, SCATS, and SCOOT controller types. It shall be possible to selectively disable and re-enable any or all of the detection outputs. The manufacturer of the detection module shall have a communications server software package available to allow the polling of the detection modules for traffic data. This software shall be available in the form of a developer's kit or traffic data protocol and supplied when indicated by the project specification. The communications software shall be able to operate as a communications server under the Windows XP, Vista and 7 operating system platforms. The detection module shall provide 24 open collector TS1 outputs on the front connector and selectable outputs on the rear edge connector. The detection module shall provide 16 TS1 open collector inputs on the front connector. The detection module shall also offer 64 outputs and 32 inputs via TS2 Serial Data Link Communication (SDLC) Port 1 connector also located on the front.

Detection Zone Placement:
The video detection system shall provide flexible detection zone placement at any orientation within the field of view of the sensor. Preferred detector configurations shall be to place detection zones across lanes of traffic for optimal count accuracy and to place detection zones parallel to lanes of traffic for optimal presence detection accuracy of moving or stopped vehicles.

Detection zones shall be able to be overlapped for optimal road coverage. In addition, selective groups of detectors shall be logically combined into a single output and further modified by using optional delay and extend timing and signal state inputs, if available.

The video detection system shall detect vehicle passage and presence optimally when the hybrid sensor is mounted to best meet the detection objectives at the site. Optimal detection shall be achieved when sensor placement provides an unobstructed view of each traffic lane where vehicle detection is required. Obstruction of the view can occur when vehicles from a lane nearer to the sensor obscure the view of the roadway of a lane further away from the sensor.

Detection Zone Programming:
Placement of detection zones shall be by means of a PC with a Windows XP, Vista or Windows 7 operating system, a keyboard, and a mouse. The PC monitor shall be able to show the detection zones superimposed on images of traffic scenes.

The user shall create or change detection zones with a mouse on an image of the field-of-view. With the mouse or keyboard, it shall be possible to size, orient, and configure detection zones to provide optimal road coverage for the detection objective. It shall be possible to edit previously defined detector configurations, to adjust the detection zone size and placement, to add detectors for additional detection objectives, or to reprogram the detection module for different traffic applications, changes in installation site geometry, or traffic rerouting during construction projects.

It shall be possible to download configurations from the PC to the detection module, to retrieve the detector configuration that is currently running, and to back up the complete detector configurations by saving them to the PC storage media.

Detection Zone Operation Verification:
It shall be possible to verify the real-time detection operation by observing the detectors on the video overlay as vehicles pass through them. When a vehicle is occupying a detection zone, the detection zone's color or intensity on the live video shall reflect the state of the detection, thereby visually verifying the proper operation of the detection system. The video may be viewed on an analog video monitor or digitally on a PC.

It shall be possible to view assigned contact-closure outputs from the Front Panel application or on the detection module light emitting diode (LED) output display as controlled by a rotary switch. An LED shall be ON when its assigned detector output or signal controller phase input is ON.

It shall be possible to select a color scheme that indicates the state of the detection delay and extension timing.

The supervisor computer shall be able to display the real-time vehicle speed, length, classification, and actuation record in milliseconds. It shall also be able to display the statistical traffic data listed above for the last complete user specified time interval.

Providing Optimal Detection:
The vehicle and bicycle detection system shall provide optimal detection of passage and presence when the sensor is mounted 20 feet (6 m) or higher above the roadway detection area. The best sensor location is in front of the desired coverage area in line with a lane mark, and the distance to the farthest detection zone locations is not greater than 10 times the mounting height of the sensor. The recommended deployment geometry for optimal detection requires that there be an unobstructed view of each traveled lane where detection is required. The sensor, when placed at a mounting height that minimizes vehicle image occlusion and the zoom lens adjusted to match the width of the road, shall be able to monitor a maximum of 6 to 8 traffic lanes simultaneously depending on the field of view. A designer's guide for intersection applications shall be available from the manufacturer.

Demand Presence Detection Performance:
Using an installed sensor that meets the optimal viewing specifications described above, the system shall be able to accurately provide demand presence detection. The demand presence accuracy shall be based on the ability to enable a protected turning movement on an intersection stop line, when a demand exists. The probability of not detecting a vehicle for demand presence shall be less than 1% error under all operating conditions. In the presence of artifact conditions, the detection module shall minimize extraneous (false) protected movement calls to less than 2%.

To ensure statistical significance, the demand presence accuracy and error shall be calculated over time intervals that contain a minimum of one hundred, protected turning movements. These performance specifications shall be achieved with adequate detection coverage to sample the driver-behavior pattern of vehicles at the stop line. The calculation of the demand presence error shall not include turning movements where vehicles do not pass through the detectors, or where they stop short or stop beyond the combined detection zones. Vehicle lane change anomalies shall be excluded from the calculations.

Count and Speed Detection Performance:
Count and speed measurements typically are closer to the sensor than the stop line and occur while the phase is in motion. The position of the detectors allows for greater vehicle separation and better data collection.

The detection module shall accurately count multiple vehicles with more than 98% accuracy under all operating conditions for approaching traffic. The count measurement shall include more than 100 vehicles in the sample to ensure statistical significance. These specifications shall apply to vehicles that travel through the complete detector and shall not include partial detection situations created by lane-changing maneuvers.

The detection module shall accurately measure average (arithmetic mean) speed of multiple vehicles with more than 98% accuracy under all operating conditions for approaching traffic. The average speed measurement shall include more than 100 vehicles in the sample to ensure statistical significance. The detection module shall accurately measure individual vehicle speeds with more than 98% accuracy under all operating conditions for vehicles approaching the sensor. These specifications shall apply to vehicles that travel through the complete detector and shall not include partial detection situations created by lane-changing maneuvers.

Video Processing:
The sensor shall include a compact, color, zoom camera, designed to meet the performance requirements of the traffic intersection environment. A custom aperture and sunshield shall ensure consistent high-quality video is available in all weather, lighting, and traffic congestion conditions.

The color video output shall provide graphics overlay that indicates the current real-time detector state. The detection module shall process a maximum of ninety-nine (99) virtual detection objects placed anywhere in the field of view. An operator-defined Label, visible in the processed video, shall be able to show an identifying location title of the camera field of view, various operational system parameters such as time of day, date, IP address, baud rate, processing load index, the state of any detector output, and the state of any detector input.

Snapshot images shall be transferred using one of the following options:
a. Uncompressed black and white bitmap,
b. JPEG black and white image,
c. Uncompressed color bitmap, d. JPEG color bitmap.

The quality of snapshot images transferred shall be user selectable.

It shall be possible to stream video from the detection module. It shall be possible to save the streamed video files to a network computer hard drive for replay. The compressed video stream shall also contain the detector state information that can be overlaid on the video at the operator's request. A single workstation shall be able to access and view the compressed digital video stream.

Radar Processing:
The sensor shall include rugged, easily adjusted radar, designed to meet the performance requirements of the traffic intersection environment. The intelligent decision logic shall use radar information in adverse conditions, such as when nighttime headlight reflections occur, or when fog obscures the video. It shall improve the crispness of detection outputs.

Environmental:
The detection system shall operate reliably in the adverse environment found in the typical traffic intersection and cabinet. It shall meet the environmental requirements set forth by the NEMA (National Electrical Manufacturers Association) TS1 and TS2 standards, as well as the environmental requirements set forth in the Transportation Electrical Equipment Specification (TEES) standard. In the cabinet, operating temperature shall be from -34 C to +74 degrees C (-29 F to +165 F) at 0% to 95% relative humidity, non-condensing.

Electrical:
The hybrid detection system shall be powered by 110 or 220 VAC to the interface panel, typically from the protected side of the cabinet power distribution. The detection module may consume 11 watts, at 12 or 24 voltage direct current (VDC), typically from the protected side of the cabinet power distribution. The sensor may consume 8 watts at 24 VDC as provided by the interface panel.

The detection module shall include transient protection sufficient to meet the requirements set forth in the NEMA TS1 and TS2 standards. The interface panel and sensor shall have appropriate surge protection. No supplemental surge suppression shall be required.

The manufacturer of the hybrid detection system shall have a Quality System that is International Organization for Standardization, ISO9001 registered. Written confirmation of the ISO9001 registration shall be available from the manufacturer prior to bid acceptance if requested.

Communications shall be via RJ45 connector for Ethernet 10/100MB/s communications on the front of the detection module. This port shall be able to download traffic data stored in non-volatile memory as well as the real-time detection information to show detector actuations. The detection module unit shall also include one (1) USB 2.0 connector for RS-485/USB communications from the sensor through the interface panel.

The detection module shall be equipped with one (1) National Television System Committee (NTSC) composite video input. The detection module shall be equipped with a single composite video output Bayonet Neill-Concelman (BNC) connector on the front of the detection module. The detection module shall output standard NTSC or Phase Alternating Line (PAL) video format via BNC connector at 1 Voltage Peak to Peak (Vpp).

The detection module software shall be stored in flash memory within the detection module. This software shall be capable of being updated without the removal of modules or memory devices. The detection module software and the supervisor shall include diagnostic software to allow testing of the detection module functions. This shall include the capability to set and clear individual detector outputs and display the status of inputs to enable setup and troubleshooting in the field.

The video output of the sensor shall be isolated from earth ground. All video connections from the sensor to the interface panel shall also be isolated from earth ground. The video output stage of the image sensor shall include transient protection to prevent damage to the sensor due to voltage transients occurring on the coaxial video cable leading from the sensor to the detection module.

Detection Module Operations Log:
The detection module shall maintain a non-volatile operations log, which minimally contains: revision numbers for the current detection module hardware and software components; title and comments for the detector configuration; date and time the last detector configuration was downloaded to the detection module; date and time the operations log was last cleared; date and time communications were opened or closed with the detection module; date and time of last power-up; and time-stamped, self-diagnosed, hardware and software errors that shall aid in system maintenance and troubleshooting. The detection module processor shall reboot itself automatically when software or hardware functions are not operating properly.

Installation and Training:
The supplier of the hybrid detection system may supervise the installation and testing of the detection system and computer equipment as required by the contracting agency.

Training is available to personnel of the contracting agency in the operation, set up, and maintenance of the detection system. Detection module and sensor support hardware and software are sophisticated leading-edge technology. Proper instruction from certified instructors is recommended to ensure the end user has complete competency in system operation. The User's Guide is not an adequate substitute for practical classroom training and formal certification by an approved agency.

Warranty Maintenance and Support:
The Vendor and/or Manufacturer shall warranty the detection system for a minimum of three (3) years. Additional warranty time for up to six (6) years shall be made available through the Vendor's price list. Ongoing software support by the supplier shall include software updates of the detection module and sensor, cabinet interface unit, and supervisor computer applications. These updates shall be provided free of charge during the warranty period. The supplier shall maintain a program for technical support and software updates following expiration of the warranty period. This program shall be available to the contracting agency in the form of a separate agreement for continuing support.

Real-Time Bluetooth Monitoring Specifications:

Description:
The Bluetooth™ receiver shall be capable of monitoring and measuring vehicular and pedestrian movement by identifying and comparing unique MAC (Media Access Control) addresses associated with Bluetooth-enabled electronic devices. The system can be used to collect high quality, high-density travel times by sampling a portion of actual travel activity from the traffic stream of a predetermined route. By matching MAC addresses from two different data collection locations, accurate travel times are derived by measuring prevailing road speeds and volume.

The MAC address received by a sequence of two or more Bluetooth receivers shall be matched and used to develop a sample of travel time for that particular segment of the roadway, based on the relative detection times recorded by the adjacent units.
The Bluetooth-enabled device (sensor) shall be an anonymous Bluetooth MAC address, which is a hardware identifier for the manufacturer and specific electronic device type. MAC addresses are not associated with any specific user account or any specific vehicle. The MAC address shall not be linked to a specific person through any type of central database, but is assigned by the Bluetooth electronic chip manufacturer and shall not be tracked through the sales chain. Privacy concerns typically associated with alterative probe systems shall be eliminated.

The sensor shall be capable of delivering data from either an Ethernet connection or global system for mobile communications (GSM) wireless modem that supports quad-band global system for mobile communications/general packet radio service/enhanced data for global evolution (GSM/GPRS/EDGE) and tri-band Universal Mobil Telecommunication System/High Speed Downlink Packet Access (UMTS/HSDPA). GSM modem shall have the ability to use either a high gain Omni-direction antenna or directional "Yagi" antenna via an external sub miniature version A (SMA) connector on the enclosure.

The Bluetooth sensor working in conjunction with the network's "backend" support data processing system must deliver real-time speed and travel time information for the road(s) where the sensors are deployed. The system shall be able to add multiple pairs of Bluetooth sensors to form a network of manageable travel routes. Each route will display the data for the first and last sensor in addition to the travel-time and speed information for that segment. Sensors can be installed as close as a half (1/2) mile apart without special antenna configuration. The Bluetooth sensor shall be able to detect, at a minimum, within a radius of 600 feet. The detection range shall be configurable by adjusting the receive power of the Bluetooth radio using settings entered using configuration entered over the air (OTA).

To enhance the detection performance for target devices with weaker Bluetooth radios or target devices, which may be attenuated (obstructed) by other cars or structures, the Bluetooth receiver sensitivity shall be at least -90 dbm and transmit power at a maximum +20dbm using a standard antenna.

The Bluetooth radio shall implement a receiver signal strength indicator (RSSI) metric for every detected MAC address, to allow use of distance indication data of detected target devices from Bluetooth sensors. RSSI data shall also be used in the overall monitoring health of the Bluetooth sensor.

At the option of the contractor, to be communicated prior to fabrication, the Bluetooth sensor equipment shall be powered with AC line voltage, or solar power using DC if installed in a standalone enclosure. Specifically, the Bluetooth sensor vendor shall follow the configuration options available depending on the contractor's installation environment.

Materials:
- 110-240 VAC
- Power over Ethernet based system. No coaxial cable allowed
- Solar powered w/ battery / cellular modem – in NEMA 4+ enclosure

The minimum recommended mounting height for the Bluetooth sensor shall be 10 feet above grade. When using a solar power supply the panel shall be mounted in accordance with environmental and location geographic conditions.

The vendor shall provide training, and be present during installation. The vendor shall maintain a dedicated local inventory of spare units available for same day access in the case of a need for field replacement.

Data Processing and Storage:
- The vendor may have available a complete and dedicated network-based backend support system, developed to process the data collected by the Bluetooth sensor. Such support shall also include a secure web-based user interface to enable the Department to view, analyze and configure data outputs. The data shall be available for viewing in real time and as post-processed report-generated analysis. Data processing will include, travel time, flow, speed, and MAC address counts. The data processing shall also filter the following data as needed to deliver the most accurate information:
- Pedestrian
- Vehicular
- Toll-Tag (85th percentile)
- Smoothing
- Mean, Median, etc.
- 2-stage filter
- Data uploaded from the Bluetooth device network may be hosted and archived by the manufacturer on a dedicated server in a state-of-the art hosting facility, which is rated and equipped for mission critical environments, also known as a CyberCenter. The CyberCenter shall include at a minimum the following:
- Serial attached small computer systems interface, model SAS 70 Type II Internal Control Standards—an auditing standard developed by the American Institute of Certified Public Accountants (AICPA). Type II audit not only includes the description of controls, but also the detailed testing of controls. To achieve SAS 70 Type II, Cyber Center facility operations are thoroughly scrutinized and annually evaluated with results reported and published.
- Physical security – Cyber Centers are outfitted with biometric palm scanners and secure card-key access to the collocation areas of the data center. Additionally, all customer equipment is kept in secure locations. On-site security personnel monitor hosting facilities 24/7 via indoor and outdoor video surveillance. Cyber Center access requires security desk check-in and is managed 24/7.
- Heating ventilation and air conditioning (HVAC) and fire suppression - All Cyber Centers are designed with N+1 redundant chilling/heating systems and redundant, multi-zoned, fire suppression systems. – Very Early Smoke Detection Apparatus (VESDA®) systems are located throughout the raised floor area in all Cyber Centers.
- Power - Redundant power is available as needed. It is designed with battery backup for uninterrupted power supply (UPS). Diesel generators (N+1) ensure uninterruptible power.

- Public network connectivity – Cyber Center facilities are linked to a tier one OC-192 IP network or better.

Operations and Maintenance:
The following shall be included as a complete turnkey operations and maintenance package for the end user:

- Web-based Map with device location and information including:
  - o Dynamic color-coded links based on average speeds versus speed limit or the user can define the thresholds pair by pair by entering a % of the speed limit or an absolute value for red, yellow and green. User also has the option of displaying blue on the speed map
  - o Pop up on each link displaying link name, average speed & speed limit
  - o Full Screen resize option
  - o Color code refresh options of 2, 5 and 10 minutes
    - Real-time chart displaying origin, destination, time stamp, travel-time & speed   and signal head speed indication
    - Speed map shall be able of being displayed separately via an encrypted Uniform   Resource Locator (URL) that will allow the user to select a full screen option and a refresh rate of their choice
    - 48 hour graphs displaying the following:
  - o Travel-Time or Average Speed in 15 minute increments with the following options being displayed on the same graph:
        - # of matches on a bar graph
        - Raw data matches being displayed as tick marks
    - Origin/Destination (O/D) reporting tool with the following outputs:
  - o Pie Chart
  - o Bar Chart
  - o Hypertext Markup Language (HTML)
  - o Comma-Separated Values (CSV) download
    - 12 month rolling data storage

Reporting tool with the following options:
  - o Individual pair/route report in 5 min, 15 min or individual match form. User selects day(s) and Time of Day
  - o Comparison Report – ability to create a comparison report comparing any pair our route versus another pair or route. User selects day(s) and Time of Day.
  - o Number of unique MAC detects by unit based on user defined dates and times.
  - o All reports shall be available in HTML, CSV or graph format.
    - Historical report showing number of unique MAC detects by unit based on user defined dates and times
    - Extensible Markup Language (XML) and CSV Feed on all reports
    - Web-based Graphical User Interface (GUI) for Operations and Maintenance
    - Software Bug Fixes
    - Software Performance Improvements
    - Remote Firmware Updates
    - 24 x 7 Monitoring for each device
    - Email/Text Alerting

Remote Software Monitoring, Diagnostics and Reboot:
The Bluetooth sensor equipment shall contain advanced features designed to allow the unit to operate efficiently in a remote environment. Diagnostic "heartbeat" information such as voltage and temperature monitoring, as well as software stability information should be periodically sent along with the MAC address data such that the health and operating status of the sensor is known. The system shall be designed to be able to automatically "reboot" if a condition is detected that requires such action. In the rare case when a total system recovery is required, the sensor shall be designed to automatically re-image the system memory.

In addition, the sensor shall have the ability to download software patches and upgrades over-the-air without the need to physically visit the unit. This remote firmware update shall be performed over the Ethernet connection or the wireless cellular air interface depending upon the configuration installed.

The Bluetooth backend system shall come with 24x7 remote real-time monitoring of each Bluetooth device, which consists of the following:
Number of heartbeats
Number of MACS
Current voltage & average voltage
Average temp
Status bit (how many consecutive heartbeats without a reset)
Number of resets
GSM bit error rate
Number of satellites
Boot Receive Signal Strength Indicator (RSSI)
GSM channel & RSSI
Last measured heartbeat timestamp
Last measured MAC timestamp
Last inserted heartbeat timestamp
Last inserted MAC timestamp
Automated email alerts are to set up depending on certain values of the above criteria.

Technical Hardware Specifications:

Bluetooth Cellular
Power Specifications:
Voltage Input: 6 – 30 Volts
Max Current @ 12V - 100 mA (Typical 100 mA)
GSM Modem-Based - Max Current @ 12V - 350 mA (Typical 140 mA)
Power Source Options
100-240VAC
Solar Power 30W, 16.8Vmp Solar
Weight: 16.6 lbs. (incl. mounting bracket)
Battery: 48 Ah Sealed AGM
Solar Power 50W, 17.5Vmp Solar
Weight: 25.2 lbs. (incl. mounting bracket)
Battery: 48 Ah Sealed AGM
Power over Ethernet (PoE)
Institute of Electrical and Electronics Engineers (IEEE) 802.3af standard
110/220 VAC supply to injector
Operating Range
-30°C to +65°C
Processor
Real time microcontroller
Operating System
Real Time Operating System (RTOS) –
Connectivity
GSM Quad-band
Bluetooth
CSR Bluecore 4 Class 1
Data Storage

Secure Digital (SD) – up to 1 year of storage
<u>Antennae</u>
Bluetooth: 4 dBi Omni (Standard), Custom options available
GSM: Band Cellular Antenna
Global Positioning System (GPS):
<u>NEMA 4X Enclosure</u>

Bluetooth Ethernet
<u>Power Specifications</u>
DC Supply Voltage: Minimum - 6 VDC Maximum - 40 VDC
DC Supply Current: Maximum 100 mA
<u>Power Source</u>
Power over Ethernet (PoE)
       o   IEEE 802.3af standard
       o   110/220 VAC supply to injector
<u>Surge Protection</u>
Positive Temperature Coefficient (PTC) Resettable Fuse
<u>Operating Range</u>
-30°C to +65°C
<u>Processor</u>
Real time microcontroller
<u>Operating System</u>
Real Time Operating System (RTOS) –
<u>Connectivity</u>
Ethernet 10BASE-T / 100BASE-T
Static or Dynamic Host Configuration Protocol (DHCP) IP Addressing
<u>Bluetooth</u>
CSR Bluecore 4 Class 1
<u>Data Storage</u>
Secure Digital (SD) – up to 1 year of storage
<u>Antenna</u>
Bluetooth: 4 dBi Omni (Standard)
Custom options available
<u>NEMA 4X Enclosure</u>

Adaptive Signal Specification:

Description:
The adaptive software shall modify coordination parameters for designated intersections in response to current traffic conditions as determined by intersection detectors. The system shall be able to simultaneously support multiple arteries or zones of intersections. The software shall run on the system's core server(s).

Functional Requirements:
The system, when enabled for a zone, shall be able to adjust splits and offsets in real time at each of the intersections assigned to that zone. A maximum of 32 intersections shall be assignable to a Zone. The initial split and offset values for each intersection in the zone shall be determined by the current coordination plan in effect, as determined by the system. The cycle length shall remain constant at the value programmed for the coordination plan in effect; only the split and offset values shall be modified.

The system shall adjust split values for an intersection based on phase utilization data gathered from lane-by-lane stop bar detector data. Phase utilization data shall be averaged over a number cycles to determine the degree of saturation of each phase in use at the intersection. The system shall then attempt to balance the degree of saturation on all phases by

adjusting splits; moving time from phases with a lower degree of saturation to those phases having a higher degree of saturation within the constraints of the controller configuration. The user shall be able to set both the maximum split increment allowed for each incremental change of the split and maximum overall change or deviation that will be allowed.

Offset values shall be adjusted by developing a cycle based flow profile using data from lane-by-lane advanced detectors on the coordinated phase(s) and correlating vehicle arrival to the coordinated phase interval (Green, Yellow, Red). The system shall determine the optimal offset to capture the greatest number of vehicles arriving on the green interval of the coordinated phase(s). The system shall be able to determine optimum offset values using vehicle arrival data from advanced detectors located within 250-500 feet of the stop bar of the coordinated phase(s). The user shall be able to set both the maximum offset increment allowed for each incremental change of the offset and maximum overall change or deviation that will be allowed.

It shall be possible for each controller to be individually enabled or disabled to respond to the offset and split changes being requested by the system. In addition, at the system level it shall be possible to enable or disable control on a time-of-day basis.

Communications:
The system shall be able to support all zones using Ethernet communications.
If communications is lost during control, the local controller shall continue to maintain coordination but shall revert to the pre-existing coordination plan data stored in the controller's database.

Delivery:
Prices bid under this agreement shall be F.O.B. destination.

Payments and Invoicing:
Within fifteen days after the date the Department receives written notice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the Department shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the Department finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor a letter of exception explaining the defect or objection to the services, construction or delivered tangible personal property along with details of how the Contractor may proceed to provide remedial action. Upon certification by the Department that the services, construction or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1 1/2 percent per month. For purchases funded by state or federal grants to local public bodies, if the public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Contractor within five working days of receipt of funds from that funding agency.

Final payment shall be made within thirty days after the work has been approved and accepted by the Department's Secretary of his/her duly authorized representative. The Contractor agrees to comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If Contractor fails to comply with the workers' compensation act and applicable rules when required to do so the contract may be canceled effective immediately.

SHIP TO:
NMDOT - Warehouse, SB-4
1350 Alta Vista Street
Santa Fe, NM 87504-1149

NMDOT - District 1 Store Warehouse

2912 E. HWY 80
Deming, NM 88031-0231

NMDOT - District 2 Store Warehouse
4401 W. Second Street
Roswell, NM 88202-1457

NMDOT - District 3 Store Warehouse
7500 E. Frontage Rd.
Albuquerque, NM 87199-1750

NMDOT - District 4 Store Warehouse
South Grand Avenue (Old Hwy 85)
Las Vegas, NM 87701-0030

NMDOT - District 5 Store Warehouse
7515 South Cerrillos Rd.,
Santa Fe, NM 87502-4127

NMDOT - District 6 Store Warehouse
1919 Pinon Drive
Milan, NM 87021-2159

INVOICE TO:

NMDOT - General Office
P.O. Box 1149
Santa Fe, NM 87504-1149

NMDOT - District One
P.O. Box 231
Deming, NM88030-0231

NMDOT - District Two
P.O. Box 1457
Roswell, NM 88202-1457

NMDOT - District Three
P. O. Box 91750
Albuquerque, NM 87199-1750

NMDOT - District Four
P.O. Box 10
Las Vegas, NM 87701-0010

NMDOT - District Five
P.O. Box 4127
Santa Fe, NM 87502-4127

NMDOT - District Six
P.O. Box 2159
Milan, NM 87021-2159

Escalation Clause:
In the event of a product cost increase, an escalation request will be reviewed by this office on an individual basis. This measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase.

Effective dates for increase will not be any sooner than fifteen days from the date the written request is received by this office. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Price Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including justification for increase.

An approved escalation will be evaluated on an ongoing basis the Department and will be terminated as soon as an escalation is no longer justified. Should you have questions concerning this policy, please contact the NMDOT State Purchasing Division.

Quantities:
The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the District Engineer and quantities may be increased or decreased as necessary to meet actual field requirements. The State does not guarantee any amount of work.

Item	Approx. Qty.	Unit	Article and Description	Unit Price	
001			1 - Traffic Signal Equipment, Parts and Supplies, Discount(s) listed from current Econolite Traffic Systems, Traffic Electronics and Related Equipment Price List. Percent Discount on Catalog/Price List____%	(AC)	0%
006			6 - Traffic Signal Equipment, Parts and Supplies, Discount(s) listed from current Traffic Parts, Inc., Traffic Electronics and Related Equipment Price List. Percent Discount on Catalog/Price List____%	(AA) (AJ)	10% 10%
007			7 - Traffic Signal Equipment, Parts and Supplies, Discount(s) listed from current A-M Signal, Traffic Electronics and Related Equipment Price List. Percent Discount on Catalog/Price List____%	(AA)	10%
011			11 - Traffic Signal Equipment, Parts and Supplies, Discount(s) listed from current Pelco Products, Traffic Electronics and Related Equipment Price List. Percent Discount on Catalog/Price List____%	(AA)	10%
012			12 - Traffic Signal Equipment Parts and Supplies Discount(s) listed from current Consolidated Traffic Controls, Traffic Electronics and Related Equipment Price List. Percent Discount on Catalog/Price List____%	(AB) (AE)	2% 2%
017			17 - Traffic Signal Equipment Parts and Supplies Discount(s) listed from current Rhythm Engineering, Traffic Electronics and Related Equipment Price List. Percent Discount on Catalog/Price List____%	(AF)	0%

Item	Approx. Qty.	Unit	Article and Description	Unit Price	
019			19 - Traffic Signal Equipment Parts and Supplies Discount(s) listed from current Summit Traffic Solutions, Traffic Electronics and Related Equipment Price List. Percent Discount on Catalog/Price List____%	(AH)	15%
022			22 - Traffic Signal Equipment Parts and Supplies Discount(s) listed from current Traffic Signal Controls Traffic Electronics and Related Equipment Price List. Percent Discount on Catalog/Price List____%	(AI)	5%
023			23 - Traffic Signal Equipment Parts and Supplies Discount(s) listed from current Iteris Traffic Electronics and Related Equipment Price List. Percent Discount on Catalog/Price List____% (AD) off Iteris Catalog List	(AD)	5%
024			24 - Traffic Signal Equipment Parts and Supplies Discount(s) listed from current Gades Sales Company Inc., Traffic Electronics and Related Equipment Price List. Percent Discount on Catalog/Price List____% (AD) off Gades Catalog List	(AD)	10%
028			28 - Traffic Signal Equipment Parts and Supplies Discount(s) listed from current Vendor's (AA) Q-Free, Traffic Electronics and Related Equipment Price List. Percent Discount on Catalog/Price List____%	(AA)	10%
029			29 - Traffic Signal Equipment Parts and Supplies Discount(s) listed from current Vendor's (AA) Acyclica Traffic Electronics and Related Equipment Price List. Percent Discount on Catalog/Price List____%	(AA)	10%
030			30 - Traffic Signal, Equipment, Parts and Supplies, Discounts(s) listed from Vendor's SmarTek-ITS, LLC, Traffic Electronics and Related Equipment Price List Percent Discount on Catalog/Price List____% (AF) discount from catalog list price	(AG)	5%

*** 13 Items Awarded ***

DASHBOARD | SPEED MAP | **BlueTOAD SETUP** | REPORTS | METRICS | O/D STUDIES | ALARMS | DOCS | ACCOUNT
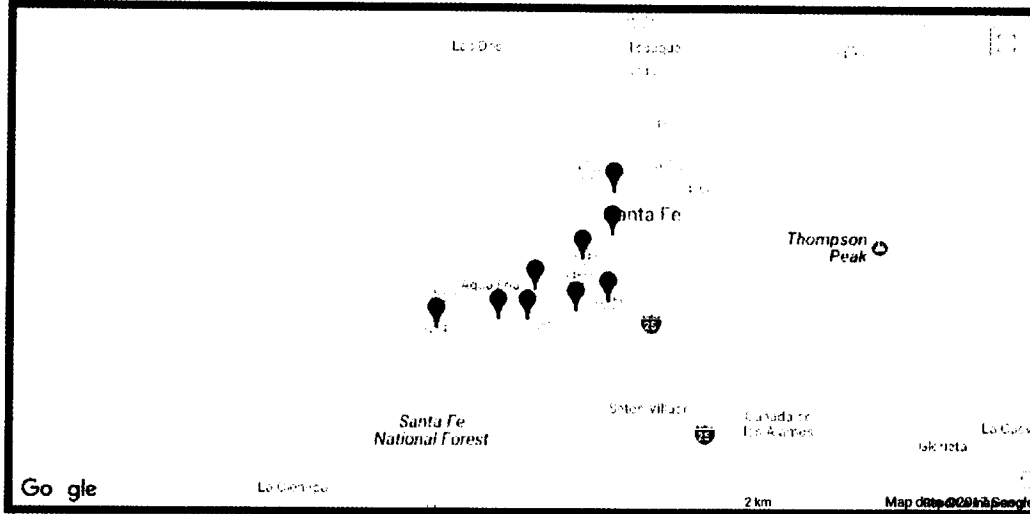
Devices | Pairs | Routes

Devices - Santa Fe, NM

☑ Show Active Devices   ☐ Show Inactive Devices

ADD DEVICE

IMPORT DEVICES

EDIT DEVICE

ZOOM TO DEVICE

CLEAR SELECTION

HELP

9 of 9 devices reporting

ID	Device Name	City	State	Model	HB	MAC	Lag	Volts	XF
251	Cerrillos & Ashbaugh Park	Santa Fe	NM	GSM/POE	●	●	●	12.18	
252	Cerrillos & Camino Consuelo	Santa Fe	NM	GSM/POE	●	●	●	12.18	
253	Cerrillos & Airport	Sante Fe	NM	GSM/POE	●	●	●	11.62	
862	Rodeo Road at Richards Ave	Santa Fe	NM	GSM/POE	●	●	●	11.90	
864	St Francis Dr & Cerrillos Rd	Santa Fe	NM	GSM/Solar	●	●	●	11.80	
869	St Francis Dr & Alamo Dr	Santa Fe	NM	GSM/Solar	●	●	●	11.90	
1936	Airport Road at Country Club	Santa Fe	NM	GSM/POE	●	●	●	11.70	
1937	St Francis Dr & Zia Rd	Santa Fe	NM	GSM/Solar	●	●	●	12.00	
1938	Zia Rd & Yucca St	Santa Fe	NM	GSM/Solar	●	●	●	12.10	

For support, please send email to: bluetoad-help@trafficcast.com