

CONTRACT

STATE OF TEXAS

COUNTY OF TARRANT

The **NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**, acting through Mike Eastland, its duly authorized Executive Director, the foregoing party being hereinafter referred to as **NCTCOG**, and **INRIX, Inc.** the latter party being referred to hereinafter as **CONSULTANT**, hereby make and enter the following Contract.

ARTICLE I

COVENANT

The **CONSULTANT** covenants and agrees to perform the technical and professional work for completion of the **Traffic Signal Performance Measurement Platform for the DFW Region** as a part of the Unified Planning Work Program for Regional Transportation Planning in North Central Texas. The work to be performed under this Contract is described in detail in the Scope of Services in Appendix A, of this Contract. Such work shall be performed in accordance with the terms of this Contract and for the consideration stated herein. The **CONSULTANT** covenants and agrees to perform this work and assures that the work will be performed with the standard of care customary to the **CONSULTANT'S** profession and according to the schedule referenced in Article IV.

The **CONSULTANT** also agrees to submit the deliverables described in Appendix A. To conduct the work and prepare all of the various maps, reports, and data required as part of the work, the **CONSULTANT** agrees to furnish and supervise such personnel as are required to accomplish the work set forth in Appendix A.

ARTICLE II

SCOPE OF SERVICES

Pursuant to the professional standard of care set forth under Article I, the **CONSULTANT** shall perform and carry out in a manner satisfactory to **NCTCOG** all services necessary to accomplish the work and provide the products described in the Scope of Services in Appendix A. The Scope of Services shall be performed by the **CONSULTANT** within the schedule defined by **NCTCOG**.

ARTICLE III

ADDITIONAL PROVISIONS

The **CONSULTANT** hereby grants **NCTCOG** a perpetual license to all maps, data, reports, research documentation, graphic presentation materials, etc., prepared by the **CONSULTANT** as part of the work under this Contract upon completion of this Contract or any phase thereof or, in the event of termination under Article X hereof, at the time of payment in accordance with Article X. Any data provided by **NCTCOG** or local governments shall remain property of the data's original owner.

All reports published by the **CONSULTANT** shall contain a prominent credit reference and disclaimer:

“Prepared in cooperation with the Regional Transportation Council, **NCTCOG**, and the Texas Department of Transportation.”

“The contents of this report reflect the views of the authors who are responsible for the opinions, findings, and conclusions presented herein. The contents do not necessarily reflect the views or policies of the Regional Transportation Council, **NCTCOG**, and the Texas Department of Transportation.”

Upon completion or termination of this Contract, the **CONSULTANT** hereby grants **NCTCOG** a perpetual license to the underlying data provided during the term of the Contract. All such documents, photographs, calculations, programs, equipment, and other data prepared or used

under this Contract shall be used by **NCTCOG** and **NCTCOG'S** funding partners without restriction or limitation of further use. Any modification or use of such documents for any other purpose than for which they were created under this Contract shall be at **NCTCOG'S** sole risk and without liability to the **CONSULTANT**.

The **CONSULTANT** shall not assign any interest in this Contract nor delegate the performance of any of its duties hereunder without the prior written consent of **NCTCOG**. However, consent is not required where the **CONSULTANT** is assigning this Contract to an affiliate or to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets or equity. Subject to the foregoing, any attempted assignment or delegation without prior written consent of **NCTCOG** shall be void.

The **CONSULTANT** shall provide to **NCTCOG** a monthly invoice including a written progress report for the preceding calendar month's work. Each Progress Report shall briefly describe the work accomplished, problems arising, proposed remedies for those problems, deliverables completed, the status of the budget for each task, the percent of project completion for each task, and the status of the schedule for the project.

The parties hereto may, as necessary, change the Scope of Services, time of performance, the **CONSULTANT'S** compensation, or any other provision of this Contract only by written amendment approved by **NCTCOG** and the **CONSULTANT**. The **CONSULTANT** shall notify **NCTCOG** verbally and in writing immediately when the **CONSULTANT** anticipates that seventy-five percent (75%) of the funds provided for this Contract have been expended.

A regular employee of the **CONSULTANT** shall be assigned the responsibility for the performance of work under this Contract and designated as the **CONSULTANT'S** project manager. The **CONSULTANT** shall not change project managers or other key personnel without prior written consent of **NCTCOG**. Key personnel are to be defined solely within the discretion of **NCTCOG**.

ARTICLE IV

TIME OF PERFORMANCE

The **CONSULTANT** agrees to commence work on Initial Configuration of this project within fifteen (15) days of execution of the Contract. **NCTCOG** shall issue a written Notice to Proceed for the following: Year 1 Final Configuration and Training, Year 2 base term and Year 3 base term as defined in Appendix A. All work under the Contract shall be completed during an initial three-year term ending **July 31, 2026 (base term)**. This Contract may be renewed, at **NCTCOG'S** sole discretion, for three additional one-year terms (renewal term). If an option year is exercised by **NCTCOG**, the Contract will be amended as appropriate to include additional year(s). **NCTCOG** shall provide sixty (60) day written notice of intent to exercise optional years during the renewal term.

ARTICLE V

ALLOWABLE COST

The total cost to **NCTCOG** for performance of the work under this Contract shall not exceed **three million three hundred forty-eight thousand (\$3,348,000)** and the **CONSULTANT** agrees to perform the work specified in Appendix A and all other obligations under this Contract for no more than this cost. **NCTCOG** shall not be obligated to pay the **CONSULTANT** any costs in excess of this amount and the **CONSULTANT** shall not be obligated to perform any services specified in

Appendix A in excess of this amount except as amended in accordance with Article III. Any compensation due to the **CONSULTANT** for performance of this Contract must be approved in accordance with Articles V and VI of this Contract. There shall be no obligation whatsoever to pay for performance of this Contract from the monies of **NCTCOG**, except funding specifically obligated for this Contract. If **NCTCOG** elects to renew for additional years, beyond the initial three-year term, the total not to exceed amount would need to be revised through a formal contract amendment.

The **CONSULTANT** shall be paid allowable costs as outlined in the Payment Schedule included in Appendix B, for the performance of work under this Contract. Allowable costs are the types of charges that would be allowable under 2 Code of Federal Regulations (CFR) 200, "Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

ARTICLE VI

PAYMENTS

For the performance of this Contract, **NCTCOG** shall pay the **CONSULTANT** an annual subscription fee in accordance with the terms and conditions set forth in Article V above. The **CONSULTANT** shall submit periodic invoices consistent with the Payment Schedule as outlined in Appendix B. Documentation as to the completion of services provided shall accompany all invoices. **NCTCOG** may determine -requested fees may not be eligible for reimbursement if the **CONSULTANT** does not provide adequate services or deliverables commensurate with the invoices. When the project has been completed to the satisfaction of **NCTCOG**, the **CONSULTANT** shall submit an invoice clearly labeled "Final Invoice".

ARTICLE VII

RECORDS

The **CONSULTANT** and its subcontractors shall maintain complete and accurate records of allowable costs incurred under this Contract and shall make such materials available at its office during the period covered and for seven (7) years from the date of final payment under the Contract. Such materials shall be made available during the specified period for inspection by **NCTCOG**, **NCTCOG'S** funding partners, and any of their authorized representatives for the purpose of making audits, examinations, excerpts, and transcriptions. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. **NCTCOG** may request the **CONSULTANT** to maintain records for a period other than identified above.

ARTICLE VIII

FUNDING AGENCY REQUIREMENTS

- A. Audit and Inspection of Records. The **CONSULTANT** shall permit the authorized representatives of **NCTCOG**, **NCTCOG'S** funding partners, and their designees to inspect and audit all data records of the **CONSULTANT** and its subcontractors relating to work performed under the Contract until the expiration of seven (7) years after final payment and resolution of audit under this Contract. The **CONSULTANT** shall transmit this data to **NCTCOG** upon request. The **CONSULTANT** further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that **NCTCOG**, **NCTCOG'S** funding partners or any of their duly authorized representatives shall, until the expiration of seven (7) years after final payment and resolution of audit under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and

records of subcontractor, involving transactions related to the subcontractor. The subcontractor shall transmit all data records to **NCTCOG** upon request. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding ten thousand (\$10,000) dollars and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

The **CONSULTANT** shall be responsible for any funds determined to be ineligible for reimbursement under this Contract and shall reimburse **NCTCOG** the amount of such funds previously provided to it by **NCTCOG**.

- B. Inspection of Work. **NCTCOG**, **NCTCOG'S** funding partners, and any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

If any inspection or evaluation is made on the premises of the **CONSULTANT** or its subcontractor, the **CONSULTANT** shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

- C. Interest of Members of Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

- D. Interest of Public Officials. No member, officer, or employee of the public body or of a local public body during their tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- E. Noncollusion. The **CONSULTANT** warrants that it has not employed or retained any company or person, other than a bona fide employee working for it, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. If the **CONSULTANT** breaches or violates this warranty, **NCTCOG** shall have the right to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, gift, or contingent fee.
- F. Gratuities. Any person doing business with or who, reasonably speaking, may do business with **NCTCOG** under this Contract may not make any offer of benefits, gifts, or favors to employees of **NCTCOG**, **NCTCOG'S** funding partners or representatives of **NCTCOG'S** Committees or Boards. Failure on the part of the **CONSULTANT** to adhere to this policy may result in termination of this Contract.
- G. Debarment/Suspension. **NCTCOG** is prohibited from making any award or permitting any award to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs. The **CONSULTANT** and its subcontractors

shall comply with the special provision "Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions," which is included as Appendix G of this Agreement. The **CONSULTANT** is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 12689, Debarment and Suspension. The **CONSULTANT** must notify **NCTCOG** if the **CONSULTANT**, or any of its subcontractors, become debarred or suspended during the performance of this Contract.

- H. Restrictions on Lobbying. Pursuant to 31 USC 1352, which generally prohibits recipients of federal funds from using those monies for lobbying purposes, the **CONSULTANT** and its subcontractors shall comply with the special provision "Restrictions on Lobbying," which is included as Appendix H of this Agreement.

- I. Environmental Protection and Energy Efficiency. The **CONSULTANT** agrees to comply with all applicable standards, orders or requirements issued under the Clean Air Act (42 USC 7401-7671); the Federal Water Pollution Control Act (33 USC 1251 et seq.); the Energy Policy Conservation Act (42 USC 6201, et. seq.); Executive Order 11738 and implementing regulations. The **CONSULTANT** further agrees to report violations to **NCTCOG**.

- J. Nondiscrimination on the Basis of Disability. The **CONSULTANT** agrees that no otherwise qualified disabled person shall, solely by reason of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under the project. The **CONSULTANT** shall insure that all fixed facility construction or alteration

and all new equipment included in the project comply with applicable regulations regarding Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, set forth in 49 CFR Part 27 and any amendments thereto.

- K. Control of Drug Use. The **CONSULTANT** agrees to comply with the terms of the Federal Transit Administration regulation, "Prevention of Alcohol Misuse and Prohibiting Drug Use in Transit Operations" set forth in 49 CFR, Part 655. The **CONSULTANT** agrees to maintain a drug-free workplace and ensure all subcontractors comply with the terms set forth in the previous regulation. At a minimum the drug-free workplace policy shall include notification of prohibited activities relating to drugs, notification of requirement to abide by policy as a condition of employment, and drug disclosure requirements.
- L. Equal Employment Opportunity. As required by 41 CFR Part 60, the **CONSULTANT** shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. The **CONSULTANT** shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CONSULTANT** agrees to comply with all applicable provisions of 41 CFR Part 60. The **CONSULTANT**

further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

M. Disadvantaged Business Enterprise. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, Subpart A, shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this agreement. Consequently the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, exclusive of Subpart D, apply to this Agreement. **NCTCOG** and its subcontractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 Subpart A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, **NCTCOG** and its subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, exclusive of Subpart D, to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. **NCTCOG** and its subcontractors shall not discriminate on the basis of race, creed, color, national origin, sex, or disability, in the award and performance of contracts funded in whole or in part with federal funds.

The **CONSULTANT** agrees to maintain a Disadvantaged Business Enterprise commitment throughout the term of this Contract, at a minimum as identified in Appendix D.1. These Disadvantaged Business Enterprise requirements shall be physically included in any subcontract entered into by the **CONSULTANT**. The **CONSULTANT** shall coordinate Disadvantaged Business Enterprise (DBE) commitments and work with **NCTCOG** on an

annual basis to determine if there are any necessary revisions. Failure to carry out the requirements set forth shall constitute a breach of Contract and may result in termination of the Contract by **NCTCOG** or other such remedy as **NCTCOG** deems appropriate.

NCTCOG and the **CONSULTANT** agree that there are no subcontracting opportunities for this project, and therefore have agreed to a 0 percent DBE participation as reflected in Attachment D.1. **NCTCOG** and the **CONSULTANT** agree that there are no subconsultants under this Contract to which any of the above DBE flow down provisions would apply.

- N. Davis-Bacon Act. The **CONSULTANT** agrees to comply with all applicable provisions of the Davis-Bacon Act, as amended (40 USC 3141, et. seq., the Copeland “Anti-Kickback” Act (40 USC 3145) as supplemented by Department of Labor Regulations (29 CFR Part 3).

- O. Contract Work Hours and Safety Standards Act. The **CONSULTANT** agrees to comply with all applicable provisions of the Contract Work Hours and Safety Standards Act (40 USC 3701, et. seq.) for contracts in excess of one hundred thousand dollars (\$100,000) that involve the employment of laborers and mechanics.

- P. Rights to Inventions. The **CONSULTANT** agrees to comply with all applicable provisions of 37 CFR Part 401, “Rights to Inventions Made by Non-Profit Organizations and Small Business Firm Under Government Grants, Contracts, and Cooperative Agreements.”

- Q. Procurement of Recovered Materials. The **CONSULTANT** agrees to comply with all applicable provisions of 2 CFR 200.323 related to the procurement of recovered materials.

- R. Domestic Preference. As appropriate and to the extent consistent with law, the **CONSULTANT** should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- S. Compliance with Non-Discrimination Laws and Regulations. During the performance of this Contract, the **CONSULTANT**, for itself, its assignees, and successors agrees to comply with all applicable laws and regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, including, but not limited to the following: Title VI of the Civil Rights Act of 1964; 23 USC 140; Rehabilitation Act of 1973 (29 USC 794); Age Discrimination Act of 1975 (42 USC 6102); Americans with Disabilities Act of 1990 (42 USC 12132); 41 CFR Part 60; 49 CFR Parts 21, 26, and 27; and 23 Parts 200, 230, and 633. Compliance with these laws and regulations shall be accomplished in the manner more particularly set out hereinafter in Appendix C of this Contract.
- T. Substitution of Subcontractors. **NCTCOG** must approve all substitutions of subcontracts and will determine if the disadvantaged business enterprise percentage goal will be decreased

by substituting a majority contractor for a disadvantaged business contractor. Contractors added after the initial execution of this Contract shall be procured in a fair and competitive manner.

- U. Disputes and Remedies. Should disputes arise concerning the Scope of Services or additional agreed upon work to be performed under this Contract, the **CONSULTANT** and **NCTCOG** shall negotiate in good faith toward resolving such disputes. **NCTCOG** shall be responsible to its funding agencies for the settlement of all contractual and administrative issues arising out of procurement entered into in support of the Unified Planning Work Program. Violation or breach of Contract terms by the **CONSULTANT** may be grounds for termination and should **NCTCOG** terminate the Agreement due to a breach by the **CONSULTANT**, any direct increased costs arising from the termination shall be paid by the **CONSULTANT**.

- V. Property Management and Procurement Procedures. The **CONSULTANT** shall comply with procurement standards for federal programs contained in 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" as may be revised or superseded.

- W. Copyrights. Except as otherwise provided in the terms and conditions of the Contract, **NCTCOG** is free to copyright any books, publications, or other copyrightable materials developed in the course of or under a federal agreement. Except as otherwise provided in the terms and conditions of the Contract, the funding agency shall reserve a royalty-free

nonexclusive and irrevocable right to produce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

- X. Subcontracts. The **CONSULTANT** is required to perform all work except specialized services or other tasks specifically exempted in the Contract, except that governmental recipients of 23 U.S.C. 104(f) or 402 funds may subcontract as necessary to accomplish approved work program activities. All subcontracts exceeding \$10,000 in cost shall contain all required provisions of the prime contract.
- Y. Additional Funding Agency or State Requirements. The **CONSULTANT** shall comply with provisions detailed in Appendix I. Where applicable, the **CONSULTANT** shall incorporate required provisions in any subcontract entered into as part of this Contract.
- Z. Internal Compliance Program. **NCTCOG** has adopted an Internal Compliance Program to prevent waste, fraud, or abuse. Contractors, agents, and volunteers can report suspected waste, fraud, or abuse at: <https://www.nctcog.org/agency-administration/compliance-portal>. Additional information regarding the Internal Compliance Program is available at the previous web address.
- AA. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, **NCTCOG** is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The **CONSULTANT** agrees that it is not providing **NCTCOG**

with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. The **CONSULTANT** shall certify its compliance through execution of the “Prohibited Telecommunications and Video Surveillance Services or Equipment Certification,” which is included as Appendix J of this Contract. The **CONSULTANT** shall pass these requirements down to any of its subcontractors funded under this Contract. The **CONSULTANT** shall notify **NCTCOG** if the **CONSULTANT** cannot comply with the prohibition during the performance of this Contract.

ARTICLE IX

INDEMNIFICATION

The **CONSULTANT** covenants and agrees to indemnify and hold harmless and does hereby indemnify and hold harmless **NCTCOG**, its officers and employees, from and against suits or claims for damages or injuries, including death, to persons or property, to the extent caused by a negligent act or omission on the part of the **CONSULTANT**, its officers, agents, servants, employees, or subcontractors, and the **CONSULTANT** does hereby assume all liability for injuries, claims or suits for damages to persons or property, occurring during or arising out of the performance of this Contract to the extent caused by a negligent act or omission on the part of the **CONSULTANT**, its officers, agents, servants, employees, or subcontractors to the extent permitted by law.

ARTICLE X

TERMINATION OF CONTRACT

NCTCOG may terminate this Contract, or any portion of it, by serving at least a thirty (30) day notice of termination on the **CONSULTANT** which shall be effective on the date of the receipt of the notice of termination. The notice shall state whether the termination is for convenience of

NCTCOG or for default of the **CONSULTANT**. If the termination is for default, the notice shall state the manner in which the **CONSULTANT** has failed to perform the requirements of the Contract. The **CONSULTANT** shall account for and return to **NCTCOG** any property in its possession paid for from funds received from **NCTCOG**, or property supplied to the **CONSULTANT** by **NCTCOG**. The **CONSULTANT** shall promptly submit its termination claim for reimbursement to **NCTCOG**, and the parties shall negotiate the termination settlement to be paid. If the termination is for the convenience of **NCTCOG**, the **CONSULTANT** shall be paid its costs up to the time of notice to stop work, reasonable Contract close-out costs, and a pro rata portion of the fee which reasonably reflects the quantity and quality of work performed up to the time of termination. If, after serving a notice of termination for default, **NCTCOG** determines that the **CONSULTANT** has an excusable reason for not performing, such as a strike, fire, flood, events which are not the fault of and are beyond the control of the **CONSULTANT**, **NCTCOG**, after setting up a new work schedule, may allow the **CONSULTANT** to work, or treat the termination as a termination for convenience.

ARTICLE XI

LIMITS OF LIABILITY

To the fullest extent permitted by law, neither party will be liable to the other party or other third parties for consequential, incidental, special, punitive, or any indirect damages (including damages for lost profits or anticipated revenues) arising out of or related to the products and services, underlying data or this Contract. Except for (i) the **CONSULTANT'S** indemnification obligations under Article IX, (ii) a party's breach of confidentiality, (iii) claims arising out of or related to death, personal injury, fraud, or a party's intentional misconduct; or (iv) where prohibited by law, under no circumstances will either party's aggregate liability for all claims, acts and/or

omissions arising out of or related to this Contract, regardless of whether any claim or action is based on contract, tort, or otherwise, exceed the total contract value paid by **NCTCOG** to the **CONSULTANT** under this Contract.

ARTICLE XII

LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Contract shall for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XIII

VENUE

Venue and jurisdiction of any suit, right, or cause of action arising under or in connection with this Contract shall lie exclusively in Tarrant County, Texas.

APPENDICES

The following appendices are attached and made part of this Contract.

Appendix A: Scope of Services

Appendix B: Budget and Payment Schedule

Appendix C: Title VI Assurances

Appendix D: Disadvantaged Business Enterprise Program

Appendix E: Selection Criteria

Appendix F: Counting DBE Participation Towards Goal

Appendix G: Debarment and Suspension Certification

Appendix H: Restrictions on Lobbying

Appendix I: Required State Clauses and Flowdown Provisions from the Texas Department of Transportation

Appendix J: Prohibited Telecommunications and Video Surveillance Services or Equipment Certification

IN WITNESS WHEREOF, the parties hereto have executed this Contract. This Contract becomes effective on the day the last Party signs.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

DocuSigned by:
Mike Eastland 1/3/2024
44E72C1BEE0E426

Mike Eastland, Executive Director Date

INRIX, INC.

DocuSigned by:
Bryan Mistele 12/22/2023
B97DFE6DCA36414...

Bryan Mistele, President & CEO Date

APPENDIX A

SCOPE OF SERVICES

1 Project Management Plan

INRIX, Inc (“INRIX”) will commit the necessary staff to deliver the Traffic Signal Platform for the Dallas-Fort Worth Region. The following includes key areas for success.

1.1 Project Start-up

INRIX will submit a detailed Project Management plan for the North Central Texas Council of Governments’ (NCTCOG) approval including project scope, schedule to include deliverables and anticipated meetings, a quality control/quality assurance plan, and outline of project administrative procedures and assigned tasks.

INRIX will confirm with NCTCOG and agencies the list of licensed signals. The INRIX team will work to ensure the licensed signals are enabled on Day 1 of the Contract. Confirming access to request signals. This process will include enabling any missing signalized intersections in OpenStreetMaps (OSM). Signals are currently ingested into the INRIX Signal Analytics platform through OSM. Each node on an intersection needs to be “tagged”, INRIX then uses a process to aggregate the numerous nodes at a signalized intersection into a node representing a single signalized intersection. These will be added to the OSM map and included in INRIX’S December map update for immediate use in the platform for those signals licensed under the Contract.

The INRIX team will enable the Signal Analytics platform to provide access to NCTCOG staff and its partner agencies and their consultants.

All public sector agencies and consultants working for public sector agencies can get access to the platform by completing the INRIX Data Use Agreement (DUA). The agency will sign the DUA and provide a list of people who would like access to the Platform. Consultants will be required to do the same and provide a new DUA for each public sector agency project they work on. INRIX will work with NCTCOG and the agencies to determine if users will have access to the signals in their jurisdiction or the full set of signals.

1.2 Training

Upon Contract execution, NCTCOG can expect the following actions from INRIX:

- **Ensure user access.** The INRIX Project Manager will coordinate with all team members and work with NCTCOG Project Manager to ensure all desired agency users have access to the Platform and tools.
- **Prepare & deliver kick-off training series (3 working sessions).** INRIX will conduct a series of three training sessions (up to 4 hours each). All sessions will be recorded and made available to all NCTCOG agencies.
 - Session 1 - Software overview and example projects. Discuss candidate projects for next two sessions.
 - Session 2 - Question and answer with agencies, quick summary of the first session and corridor review. Collaborate on a local NCTCOG project analysis together with agencies.

- Session 3 - Review corridor results and review regional metrics. Discuss projects, treatments, and aspirational goals and targets for intersection and corridor metrics.
- Bi-Annually NCTCOG Agency Working Sessions - to occur as a continuation of the kick-off series trainings. Each working session would be up to 90 minutes. This provides new users the chance to learn and engage with the software, as well as agencies a chance to review results or complete analysis together with the INRIX technical team. INRIX will collaborate with NCTCOG to define the work session format and invitee list.

1.3 **Project Support**

For the remainder of the project INRIX will conduct monthly project administration meetings with NCTCOG staff. Administration meetings will be 30 minutes in length and cover high level contract management as well as review usage reports or other topics of interest.

Project manager will deliver a monthly administration report to NCTCOG that includes milestones and monthly meeting notes, and a summary of software platform usage for the previous month throughout the duration of the Contract. NCTCOG retains the right to modify the regular meeting frequency and administration report frequency, as needed.

INRIX will provide ongoing support through meetings and webinars related to new features.

INRIX U.S.-based Support Team will provide ongoing support and is available to answer questions on a day-to-day basis. Support can be contacted via a dedicated email address, and team members — available 24x7 across all time zones in Continental North America — will respond within 24 hours.

2 **Scope of Services and Project Schedule**

The scope of services to be delivered during this project will follow the tasks outlined below, as agreed by the parties in Section 2.5 (Schedule).

- **Task 1.0 – Project Administration** – Deliver required files, reports, invoices, meeting minutes, and progress reports to NCTCOG throughout the duration of the project.
- **Task 2.0 – Platform Development and Deployment** – Deploy and enhance the Signal Analytics product in the NCTCOG.
- **Task 3.0 – Operations and Maintenance** – Ensure the Signal Analytics product is operational throughout the duration of the Contract.
- **Task 4.0 – Project Closeout** – Package and deliver all required documentation and materials.

The primary goal will be to quickly implement the existing Signal Analytics tools for NCTCOG and their affiliates. This section will define the existing tools and provide a glimpse into the development and enhancements that have taken place and are expected in the future.

2.1 **Currently Available COTS SAAS Solution Features and Functions**

The web-based platform utilizes high-frequency GPS points sourced directly from connected vehicles to help transportation professionals assess and improve signalized arterials. The platform is scalable, easy-to-use, and cost-effective and is accessible to multiple user accounts from numerous agencies and their consultants. Signal Analytics allows users to view regional signals and corridors to easily conduct systemwide comparisons, before and after studies, and review individual traffic signal performance measures.

The data in Signal Analytics is derived from observed, anonymized connected vehicle GPS waypoints at intersections. This high-quality, high-frequency (not to exceed 15 seconds) data can produce a series of signal performance measures. The waypoint data allows a vehicle to be traced through an intersection, where valuable insights can be extracted and aggregated to understand and improve the signal performance at an intersection.

Sample sizes are provided for each individual intersection movement to allow a user to determine if the metrics should be used, or additional data should be stacked. Data includes observed distribution of speeds (not just averages) to provide the clearest understanding of signal performance. The metrics are calculated for each movement independently and can be aggregated to the approach, intersection, and corridor level.

The biggest benefit of Signal Analytics is complete systemwide information. Most signal retiming projects occur on a scheduled basis, resulting in reactive interventions after signal performance issues are discovered. With Signal Analytics, systemwide daily performance reports enable proactive interventions before significant degradation of signal performance occurs.

2.1.1 Metrics

2.1.1.1 Signalized Intersections

Performance measures for each movement are based on an analysis zone placed around each signalized intersection. Measures are then computed for each vehicle that passes through the zone. Plotting the movement of a sample vehicle through an intersection, the time-space diagram shows a typical approach speed, travel time through the intersection, and two other measurements needed to calculate control delay, the reference travel time and the delay.

The intersection analysis zone extends from a point that is 150 meters (approximately 500 feet) upstream of the stop line to a point 80 meters (approximately 260 feet) beyond it (along each of the departure paths). These 230-meter zones (one for each movement) are used to assign each sampled vehicle to a movement. They also determine travel times, control delays, and whether a vehicle is regarded as having stopped at the intersection.

The performance metrics provided in INRIX Signal Analytics are:

- **Control Delay (average and maximum).** The difference between the travel time a vehicle reports to traverse a movement and the reference travel time. The reference travel time is calculated as the fifth-fastest percentile of travel times for non-queued vehicle movements through a movement. For example, if a vehicle took 30 seconds to traverse a movement and the reference travel time was 10 seconds, the control delay for that movement would be 20 seconds. For user-specified time periods, control delay averages and maximums are reported.
- **Stopped Vehicle Count.** Those vehicles in a count that stopped at least once in the approach zone of an intersection (a vehicle has “stopped” if it reported a speed of 6 mph or below).
- **Percent Arrival on Green.** Based on (a) the number of vehicles in a count that traversed a movement without stopping, divided by (b) the total vehicle count for that movement.
- **Intersection Travel Time (average and maximum).** Computed based on the time it takes for a vehicle to travel the length of a movement, defined as 150 meters approaching the stop line and 80 meters beyond. For user-specified time periods, travel time averages and maximums are reported.

- **Approach Speed (average and maximum).** Highest speed reported by a vehicle within the 80 meters approach zone. For user-specified time periods, approach speed averages and maximums are reported.
- **Vehicle Count.** The total number of sampled vehicles in the database for a specified movement and time period.
- **Split Failures.** The occurrence of a vehicular trajectory stopping more than once before crossing the stop bar location, on approach.

2.1.1.2 Corridor Metrics

The corridors feature within Signal Analytics uses similar logic to determine the end-to-end travel times of vehicles along an agency defined route. These routes can extend further than 500 ft upstream of a signalized intersection. Connected vehicle waypoint frequencies of < 45 seconds are used for corridors to increase the number of vehicle observations. The individual vehicle end to end travel times are then aggregated and provided within the platform to rank and prioritize agency corridors. The following statistics are provided for each corridor:

- **Length** is the distance measurement from start point to end point. All metrics are based on vehicles that traveled across the full corridor length.
- **Average Travel Time (Avg. TT)** is the average time it takes the measured vehicle trajectories to navigate the entire distance from user-defined start point to end point.
- **Median Travel Time** is the 50th percentile of the travel times that traverse the entire corridor from start point to end point.
- **Free Flow Travel Time (FFTT)** approximates the unimpeded travel time along a corridor with no delay. Free flow travel time should be the 5th percentile travel time between midnight and 6 am.
- **Travel Time Index (TTI)** is the average travel time divided by the free flow travel time. This is a measure of “congestion” on the roadway.
- **Planning Time Index (PTI)** is the 95th percentile travel time divided by the free flow travel time. This is a measure of the reliability of the roadway.
- **Level of Travel Time Reliability (LOTTR)** is the 80th percentile travel time divided by the median travel time. This is a common reliability metric as well.
- **Vehicle Sample Size or Count** are provided for each corridor.

2.1.2 Platform

The following sections of the document describe the two functional tools included in the INRIX IQ Signal Analytics platform that includes the Signal Analytics Dashboards and the Custom Signal Analytics Reports powered by the University of Maryland, Center for Advanced Transportation Technology (CATT Lab). The Dashboards are based on daily, weekly, or monthly reports indicating performance of all intersections and corridors in the system with comparative rankings and metrics of change from the previous four same-day-of-week metrics. The Custom Signal Analytics Reports provide metrics for agency-specified time periods. The reporting tool provides capability for custom queries for any user-specified date range and time period.

2.1.2.1 Signal Analytics Systemwide Dashboards

INRIX provides Signal Analytics Systemwide Dashboards in different formats. Data are updated daily in the web-based user interface and sent through an email that can be viewed on a mobile phone. The daily email provides summary metrics for all signals in the network as well as a list of the five most degraded intersections based on average control delay and total control delay, along with the three most degraded corridors by travel time change and travel time index. The most degraded intersections and corridors are determined by comparing the most recent report with the previous four weeks of data for that day and time.

The Daily Dashboard includes similar information as the daily email, including:

- A list of the most degraded performing intersections
- A list of the most degraded performing corridors
- Statistics summarizing the entire network's performance
- The number of signals and corridors currently under license

The intersection dashboard includes detailed information about every intersection under license in the network. The intersection dashboard can utilize daily, weekly, or monthly reports to summarize the performance of the intersections. The daily reports are valuable for identifying issues or analyzing special events that impact signal performance for a single day. Weekly and monthly reports allow an engineer to investigate an entire week or month of vehicle crossings at once. This provides better statistics for before and after studies or identifying where signal timing issues are contributing to recurring traffic delay. The intersection dashboard includes:

- A map display showing intersection performance and change in performance
- An intersection diagram including approaches and movements colored by performance
- Different metrics that can be displayed in the movement diagram including:
 - Control Delay Total
 - Control Delay per vehicle
 - Percent on Green
 - Split Failure Count
 - Split Failure Percent
 - Turn Ratios
- Approach and movement level graphics

Individual vehicle trajectories can be visualized at the movement and approach levels. This provides an easy way to validate the metrics, by observing the real trajectories of individual vehicles through an intersection. These trajectories can be filtered to identify when stops or split failures are occurring throughout the day.

A downloadable list view is also available in the Intersection Dashboard. This list includes geographic information related to the signals, as well as the performance metrics for each of the intersections. This list can be sorted and filtered based on any of the columns.

An agency can also set up corridors to be monitored and evaluated. By simply clicking on the predefined corridor the user can pull up corridor details and performance metrics like average travel time, travel time index and planning time index and see how the measures compare to the average of the last four weeks. The Cumulative Distribution Function (CDF) compares the distribution of travel times from the weekly report compared with the four-week historical average.

If a user wants to gather more customized information, they can connect to the Custom Signal Analytics Reports. The performance measures are displayed based on customizable temporal and spatial filters selected by users.

The process to initiate a custom intersection(s) study is very straight forward. The platform provides a simple interface to specify the desired intersection, or group of intersections, as well as the date range and time period of interest. The tool provides options to search the available intersections by the road name (Road Selection) or by free drawing an area (Map Selection).

- **Road Selection.** Type the name or route number to produce a list of roads to select from; all signals on an entire road may be selected, or partial sections. (This process may be repeated multiple times to accumulate intersections for your analysis.)
- **Map Selection.** Use the “+” designated drawing tools at the top left corner of the map to outline the region of interest; all available intersections within the region will be highlighted for selection (if too many are identified, use the (-) designated tools to selectively remove those that are unwanted). Again, this may be repeated to add additional intersections.

After identifying all intersections for analysis, finalize the list by clicking “Add intersections and select the date range that you would like analyzed. If desired, restrict your analysis to specific days of the week and times-of-day. *Note: you may select more than one time period; however, if you do the results will be merged into single output calculations.*”

Interpreting the results. Results are loaded from an email link, or through ‘My History’ found at the top right of the screen. Results are returned in three interactive panels on one screen. The Ranking & Summary Table is found across the top; the Intersection Selection Map is at the lower left; and the Intersection Data Display is at the lower right. Making selections in any of these panels will automatically be reflected, as appropriate, in the other two.

Ranking and Summary Table. Every movement of every intersection in the user’s query $\frac{3}{4}$ commonly 12 movements per intersection $\frac{3}{4}$ has a row in this table. The ranking of the movements comes first. The user decides which metric is the basis for ranking by clicking the desired header to the right. The next three columns define the intersection, approach, and movement. The metrics farther right are displayed based on user preference, indicated by checking boxes in the “Display Options” menu at the top right. This table has several other interactive features. Clicking on the header of any metric will re-rank the table according to that metric. And clicking on any row will highlight that movement in the other two panels.

Intersection Map. The map can be zoomed-out to see all the intersections in the analysis (black dots) or zoomed-in to focus on a single intersection. Clicking on any black dot will select that intersection, it will also highlight the associated movement for the intersection in the summary table above. Once a movement has been selected by the user (or by default), a blue arrow will appear that exactly illustrates the movement (note that while the lengths of the arrows will vary widely, no information is conveyed by that length).

Intersection Data Display. This visualization graphic allows the user to focus on one movement at a time, while providing a larger view of all approaches. First, because this is a schematic that does not rotate, “northbound” can be confused with “westbound”, for example, when an intersection is not cleanly aligned to N-S-E-W. To provide certainty, a thumbnail sketch of the active movement is provided in the upper right corner of this panel; the blue arrow there mirrors the arrow in Panel Two and corresponds with the highlighted approach arrowhead in the graphic.

Whichever metric is chosen, the length of each arrow shaft corresponds to the numerical value of that metric $\frac{3}{4}$ a larger number or percentage produces a longer shaft, and vice versa. (Note that for metrics where larger values are normally regarded as “worse”, e.g., travel times, the shafts will be longer. However, where larger numbers mean “better”, i.e., travel time or percent on green,

long shafts have the opposite meaning.) The color of the arrow provides further detail, based on the scale shown across the bottom.

Regarding the width of the shafts, wider shafts are used to represent higher sample vehicle counts (and stopped vehicle counts). Note also that the user can hover the cursor over any movement to see the corresponding sample count. Like the other panels, interactivity is built into this panel. Clicking on any movement arrowhead will highlight that movement in the other two panels.

The flow metrics for this intersection are displayed one at a time. The user chooses the metric using the "Display Options" menu in the corner of the panel.

Intersection Matrix Display. The intersection matrix visualization allows users to view the performance of intersection movements by time of the day and by day of the week in a single color-coded table. This enables users to understand times of the day and days of the week where signal performance may be degraded, which makes it easier to know which signal timing plan to adjust. Any of the core intersection metrics can be visualized in this format.

The "My History" tool lets agencies access the results of any respective agency's past reports from one location.

2.1.3 Single Sign-On (SSO)

Single Sign-On (SSO) is available using Microsoft Authentication. This allows any member of an organization to easily have access to INRIX Signal Analytics. An organization can also have control to remove account access through their secured internal account removal process.

2.1.4 Quality Assurance/Quality Control (QA/QC)

INRIX utilizes a comprehensive set of processes and tools that ensure a consistent and measurable high quality of service delivery.

The Signal Analytics product strives for transparency. The number of samples for every movement are provided. The trajectory information for each of the vehicles can be visualized. The assumptions used to calculate the metrics are clearly defined. While onboarding, we will ensure that we test all components of the platform. If required, INRIX can give additional detailed information regarding other quality aspects.

2.1.5 Issues Management Plan

INRIX has an extensive support staff that follows the issue classification and escalation process described below. In the case of an issue, INRIX uses commercially reasonable efforts to assign such problem to one of the three Service Classifications listed below and shall report the problem in accordance with the applicable response procedure set forth below. NCTCOG as well as any associated contracting agencies will have access to technical support.

Priority/Severity	Classification Name	Response Time	Resolution Time Goal	Classification Requirements
P1	Critical	<15 minutes	< 1 hour	Interruption making a critical functionality of the service inaccessible or degraded to a degree that is causing severe impact on services use or availability. There is no available workaround.
P2	High	<15 minutes	< 2 hours	Interruption making a critical or important functionality of the service degraded to a degree that is causing significant impact on services use or availability. There is no available workaround.
P3	Low	<4 hours	TBD based on prioritization	Minor performance or technical issues, issues that are not "Critical" or "High", INRIX'S goal is to resolve within a reasonable period of time but will endeavor to resolve as quickly as possible.

RESPONSE PROCEDURE. INRIX provides technical support 24 hours per day, 7 days per week on an annual basis. NCTCOG will report Critical and High classification incidents by email to the Partner Service Operations Team, as set forth in the table below and Low classification incidents only by email.

Contact Method	Availability	Contact Information
Partner Service Operations Team	24 x 7 x 365, inclusive of all global public holidays	support@inrix.com

2.2 Current Features and Functionality

The following table addresses identified features and functionality in the INRIX Signal Analytics Solution.

Features and Functionality	INRIX Signal Analytics Solution
Provide performance measures for individual traffic signals and signalized corridors.	Intersection and corridor performance metrics are provided for decision support and to monitor the regional signal performance.
Intersection Metrics	
Average Control Delay	Average control delay per vehicle is calculated based on the travel time of a vehicle through an intersection and an expected time a vehicle would take if it did not have to stop.
Split Failures	Split failures are calculated by determining if a vehicle stopped then moved then stopped again.
Stopped Vehicle Count	The stopped vehicle count is determined by collecting the number of vehicles that stopped at an intersection. A stop is defined as a waypoint pair speed under 6 mph.

Features and Functionality	INRIX Signal Analytics Solution
Percent Arrival on Green	Percent arrivals on green is determined by dividing the number of observed stopped vehicles by the number of total vehicles observed.
Average and Maximum Travel Time	Travel time is determined for a vehicle traveling through the intersection from 150 meters approaching the stop line and 80 meters beyond.
Observed and Scaled Counts	The observed vehicle count is the observed number of vehicles traveling through the intersection. The scaled count uses factors derived from HPMS data.
Approach Speed	Approach speed is calculated as the maximum point pair speed approaching the intersection. This is then aggregated and presented throughout the tool.
Detailed speeds, travel times and control delays	Custom Signal Analytics Reports provide additional levels of detail for the metrics provided above including average, median, maximum, and other percentile speeds, travel times, and control delays.
Corridor Metrics	
Travel Time	The corridor travel time is calculated by determining the difference between the time a vehicle crosses the starting point of a corridor and the time a vehicle crosses the ending point of a corridor.
Observed Vehicle Count	The observed vehicle count for corridors captures the number of observed vehicles that traverse the entire corridor, from starting point to ending point.
Travel Time Index (TTI)	The travel time index is calculated by dividing the average observed travel time by the free flow travel time.
Planning Time Index (PTI)	The planning time index is calculated by dividing the 95 th percentile travel time by the free flow travel time.
Level of Travel Time Reliability (LOTTR)	The level of travel time reliability is calculated by dividing the 80 th percentile travel time by the median travel time.
Delay along Corridor	One can look at the difference between measured/experienced travel time and free-flow travel time to calculate corridor delay. Travel time index is often used to reflect patterns of delay along a corridor.

Features and Functionality		INRIX Signal Analytics Solution	
Graphical Display			
Display performance measures for all traffic signals in the Dallas-Fort Worth region (approximately 7,000)		The INRIX platform can capture all signals in the Dallas-Fort Worth region. Currently 6,640 signals are in the system. Any signals currently missing can be added in our standard quarterly map update process.	
Identify low performing signals and corridors		The tool allows users to identify low performing signals or corridors in two ways. The first is the Daily Dashboard, which provides the signals and corridors that have degraded the most from their four-week average. The second is the list view where intersections or corridors can be ranked by any of the performance metrics.	
Provide graphical representation of signal performance metrics at an intersection, approach, and movement level		The intersection metrics are available at the intersection level, the approach level, and the movement level. This allows a user to scan an entire network at the intersection level and troubleshoot down to the movement level.	
View and select signals on a map display		The intersection metrics are presented on a map where each intersection is colored based on either a metric or the change in a metric. This allows users to identify poor performing intersections or intersections that are performing worse than normal.	
View aerial photography of an intersection		Both map and aerial maps are available in the INRIX platform to allow a user to visualize the geometry of the intersection or corridor.	
View signal performance measures in a list view		The intersection and corridor metrics are presented in a list view. The list includes every intersection under license and can be sorted and filtered to identify underperforming intersections.	
View signal performance measures in a graphical format		Graphics are available at the movement and approach levels including a vehicle count observed over time graphic and a cumulative distribution function showing the distribution of travel times.	
Rank intersection movements		Movement metric rankings are provided in the Intersection Analytics Tool.	
Platform Features			
Provide a daily summary email		A daily email is provided to those users who request it. The daily email provides the most recent daily report which includes the five most degraded intersections and three most degraded corridors.	

Features and Functionality	INRIX Signal Analytics Solution
Provide daily, weekly, monthly, and custom reports	The INRIX IQ tool allows users to view daily, weekly, and monthly reports. These are scheduled and produced for the entire network every day, at the end of every week, and at the end of every month. Additionally, custom reports for certain days or time periods are available through the CATT Lab Signal Analytics Tool.
Provide access to past reports	Past daily, monthly, and weekly reports can easily be accessed through a calendar selection tab in the INRIX tool.
Provide access to historical data	Data is available from January 1, 2020, to present.
View intersection performance for user defined dates and times	Custom reports are available through the Intersection Analytics Tool. A user can select a series of intersections and run a report for a custom date range and time period.
Download data in a CSV format	Within both the INRIX and CATT Lab tool, the data is downloadable into a CSV file.
Provide access to an unlimited number of user accounts with individual usernames and passwords	An agency can grant access to an unlimited number of employees, partners, consultants, or researchers. Each user has access through their email and custom password.
Provide NCTCOG access to all signals and municipalities access their agency signals individually	NCTCOG will be granted access to the entire signal network. We can work with an organization to provide advanced filtering and customization in viewing breakdowns by municipality.

2.3 Required Features and Functionality

Additional features and functionality are continuing to be added to the Signal Analytics tools. Existing customers are given opportunities to provide feedback on existing features and suggestions for new features through quarterly User Group meetings. Additionally, office hours are also available to customers to ask specific technical questions or make suggestions for future releases.

2.3.1 Phase 1 Required Metrics

The Phase 1 requirements for this project and visualized in the table below are all included in the existing INRIX Signal Analytics tool. Intersection metrics are available at the movement, approach, and intersection level. Additionally, intersections will be tagged with the name of any user-defined corridors in the list view of the platform, so these metrics can be rolled up to the corridor level. Intersection metrics are delivered in daily, weekly, and monthly reports, while corridor metrics are delivered in weekly reports. Weekly and monthly reports can be broken down into weekday only or weekend only metrics. The default time periods include 24 hours, AM Peak, Midday, PM Peak, and overnight. The default ranges are shown in the table below. These can be defined by NCTCOG. Custom report periods and time ranges can be created using the corresponding CATT Lab tool.

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The number of samples for each movement, approach, and intersection are clear in both the intersection diagrams as well as the downloadable tables. For clarity, “Observed Veh. Count” represents the count of vehicles that were observed over the designated movement and timeframe. The validation effort includes comparisons between detector based ATSPMs and our GPS-based solutions. It is important to understand that while both approaches are attempting to measure similar metrics, they are measured in different ways, therefore are not a direct comparison.

Metric	Spatial Coverage	Reports	Default Time Ranges
Average Delay per Vehicle	<ul style="list-style-type: none"> • Movement • Approach • Intersection 	<ul style="list-style-type: none"> • Monthly • Weekly • Daily 	<ul style="list-style-type: none"> • 24 hours • AM Peak (0600- 0900) • Midday (0900 – 1600) • PM Peak (1600 – 1900) • Overnight (1900 – 0600)
Travel Time Reliability	<ul style="list-style-type: none"> • Corridor 	<ul style="list-style-type: none"> • Weekly 	<ul style="list-style-type: none"> • 24 hours • AM Peak (0600- 0900) • Midday (0900 – 1600) • PM Peak (1600 – 1900) • Overnight (1900 – 0600)
Intersection Delay	<ul style="list-style-type: none"> • Movement • Approach • Intersection 	<ul style="list-style-type: none"> • Monthly • Weekly • Daily 	<ul style="list-style-type: none"> • 24 hours • AM Peak (0600- 0900) • Midday (0900 – 1600) • PM Peak (1600 – 1900) • Overnight (1900 – 0600)
Arrivals on Green	<ul style="list-style-type: none"> • Movement • Approach • Intersection 	<ul style="list-style-type: none"> • Monthly • Weekly • Daily 	<ul style="list-style-type: none"> • 24 hours • AM Peak (0600- 0900) • Midday (0900 – 1600) • PM Peak (1600 – 1900) • Overnight (1900 – 0600)
Split Failures	<ul style="list-style-type: none"> • Movement • Approach • Intersection 	<ul style="list-style-type: none"> • Monthly • Weekly • Daily 	<ul style="list-style-type: none"> • 24 hours • AM Peak (0600- 0900) • Midday (0900 – 1600) • PM Peak (1600 – 1900) • Overnight (1900 – 0600)
Turning Ratios	<ul style="list-style-type: none"> • Movement 	<ul style="list-style-type: none"> • Monthly • Weekly • Daily 	<ul style="list-style-type: none"> • 24 hours • AM Peak (0600- 0900) • Midday (0900 – 1600) • PM Peak (1600 – 1900) • Overnight (1900 – 0600)

2.3.2 Other Feature Requests

NCTCOG has requested a traffic signal performance platform with 21 functional requirements. The INRIX Signal Analytics currently addresses nearly all of the required functionality through the existing features defined in this proposal. Functionality that is required but not currently available will be incorporated into our Software Development Cycle, which is defined below. The table

below includes the features not currently available that will be incorporated into the software development lifecycle.

# (from RFP)	Feature	Description	Status
11	Alerts	Provide alerts to customers based on user defined thresholds.	Planning
17	Custom Scoring	Allow users the ability to rank signals using multiple metrics and custom weights	Backlog
18	Movement Extension	Allow customization of inbound lengths (allow for longer than 150m inbound)	Planning
21	API	Create an Application Programming Interface for signals data	Planning

The INRIX IQ Signals Dashboard is a Software as a Service (SaaS) product that is maintained and updated in accordance with standard INRIX guidelines to meet our customer needs through an established Software Development Lifecycle (SDLC). NCTCOG can expect continued improvements throughout the lifecycle of this project and INRIX encourages regular product feedback in monthly update calls, through the “help” section of the IQ signals dashboard, or directly through support@inrix.com or signals@inrix.com. These customer requests are incorporated in the “Initiative Workflow” iterative product planning period. The Product team then utilizes an agile process to create product definitions through “Epics” and customer “Stories”. An agile “epic” is a body of work that can be broken down into specific tasks (called stories) based on the needs/requests of customers. The agile “story” is the smallest unit of work in an agile framework.

2.3.3 Phase 2 and Beyond Functionality

Specific functionality requested by NCTCOG in future phases of the project will go through our SDLC process. Some of the desired features, including configurable alerts, are already on the product roadmap. Others including the extension of the 500-foot area of influence and access to an Application Programming Interface (API) are being discussed, but existing functionality within the signal analytics tools can address these functions. Once Phase 1 is completed, INRIX and NCTCOG will hold a workshop with partner agencies to discuss additional features and functionality of Phase 2 and beyond. During this workshop, a summary of requests received from project partners as well as ideas received by INRIX from other users of the system. Through this process, the region will identify and prioritize desired features and functionality.

2.4 Platform Security

INRIX is Service Organization Controls (SOC) 2 Type I compliant. As a multinational company serving customers in over 50 countries and supporting agencies in nearly every state in the US, SOC 2 allows INRIX to right size our compliance efforts across so many different industries, customers, and security frameworks.

On February 6, 2023, INRIX received the following findings from an independent auditor (Sensiba San Filippo LLP):

“In our opinion, in all material respects:

- a. The description presents INRIX’S Software Application that was designed and implemented as of December 2, 2022, in accordance with the description criteria.

- b. The controls stated in the description were suitably designed as of December 2, 2022, to provide reasonable assurance that INRIX service commitments and system requirements would be achieved based on the applicable trust services criteria, if its controls operated effectively as of that date.”

A copy of the SOC 2 report can be provided upon request.

INRIX has thousands of unique customers accessing its cloud-based services, including over 300 active individual users across more than 20 agency contracts for Signal Analytics alone. INRIX shall notify NCTCOG of any use or disclosure of NCTCOG data not authorized by this Agreement, including any reasonable belief that unauthorized access has occurred. INRIX shall notify (and include any relevant information known at the time) NCTCOG via e-mail at cybersecurity@nctcog.org within two (2) business days either upon discovery of the unauthorized disclosure, or after INRIX reasonably believes there has been such unauthorized use or disclosure. In addition, no later than 30 days after such a notification has been made, INRIX will submit a report to NCTCOG which shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the data or content used or disclosed, (iii) if known to INRIX, who made the unauthorized use or received the unauthorized disclosure, (iv) what INRIX has done or shall do to mitigate any harmful effect of the unauthorized use or disclosure, and (v) what corrective action INRIX has taken or shall take to prevent future similar unauthorized use or disclosure. INRIX shall provide other such information, including a written report, and take any other action to mitigate such unauthorized use or disclosure as reasonably requested by NCTCOG.

2.5 Schedule

Program Activity			2023				2024				2025				2026				2027				2028				2029				
#	Official Task	INRIX Defined Task	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
1	Project Administration	Notice to proceed	█																												
		Final project schedule																													
		QA/QC plan		█																											
		PMP		█																											
		Recurring meetings and updates		█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
2	Platform Development & Deployment	Enable Signal Analytics for NCTCOG		█																											
		Add signals & corridors		█																											
		Onboard customers		█																											
		Training		█	█																										
		Workshop to discuss enhancements/phases			█																										
3	Operate & Maintain	Ongoing training & support		█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	
		Continued development & documentation		█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
4	Project Closeout	Package final deliverables																													
		Contract closeout report																													

NCTCOG has defined the tasks in the Request for Proposal; a summary of those tasks is listed below.

Task 1.0 – Project Administration – Deliver required files, reports, invoices, meeting minutes, and progress reports to NCTCOG throughout the duration of the project.

Task 2.0 – Platform Development and Deployment – Deploy and enhance the Signal Analytics product in NCTCOG.

- Add Signals and Corridors to Dashboard

- QA/QC of Signalized Inputs
- Complete Functional Capabilities
- Testing of Functional Capabilities
- User Onboarding
- Administration Training
- MPO Training/Demonstration

Task 3.0 – Operations & Maintenance – Ensure the Signal Analytics product is operational throughout the duration of the Contract. This is expected to continue from onboarding to the conclusion of the project.

- Daily, Weekly, and Monthly Reports – The INRIX Signal Analytics tool will process daily, weekly, and monthly reports throughout the duration of the Contract.
- Monthly Trainings/“Office Hours” – The INRIX Customer Success team will set up regular monthly meetings to ensure that users have the ability to deep dive into questions and address issues/concerns. INRIX will additionally utilize this time to complete ongoing training and/or new data elements.
- Signals User Group – INRIX will include NCTCOG in regular cross-agency Signal Analytics user groups. This is a time where users can learn more about cross-agency use cases and share questions/concerns with like-minded Signal Analytics users.
- Ongoing Training – INRIX encourages customers to reach out for individual or group training on an ad-hoc basis. These can be performed during monthly meetings but can also be scheduled for times that meet the needs of specific groups and user types within NCTCOG.
- Help Desk – The team has the experts in place to successfully provide the full range of technical support needed to access, interpret, and use the INRIX datasets. Importantly, INRIX has proper and sufficient resources allocated to the anticipated level of technical support. For general access questions, reach out to support@inrix.com. For deep dive technical questions, reach out to signals@inrix.com.
- Help Page – The INRIX IQ and RITIS Signals platform have specific help pages that address typical questions related to site usage.

Task 4.0 – Project Closeout – INRIX will package and deliver all required documentation and materials, if applicable. INRIX will review the final billing details and assist NCTCOG in transferring all project documentation, including the dataset, to a location specified by NCTCOG. NCTCOG will have a perpetual license to the data generated and provided during the term of the agreement for planning activities. Furthermore, INRIX will verify that objectives and deliverables have been met, formalize acceptance, and ensure that all activities have been completed and administratively closed out.

APPENDIX B

BUDGET AND PAYMENT SCHEDULE

The rates specified below shall be in effect for the entire term of the Contract, including any optional renewals for periods 4, 5, and 6, unless the contrary is expressly stated below. Any goods or services required under this Contract for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Appendix B.

Annual SaaS Traffic Signal Platform Licensing/Hosting. Subject to the requirements of Article IV, **NCTCOG** agrees to pay the **CONSULTANT** the Annual SaaS Traffic Signal Platform Licensing/Hosting fee as detailed in Table 1 below in advance, if invoiced by the **CONSULTANT**, for each contract term period of the contract term regardless of the total number of traffic signals monitored by the Provider. If the Contract is terminated prior to the end of such Base or Renewal Term, **NCTCOG** is not entitled to a refund of the Annual SaaS Traffic Signal Platform Licensing/Hosting fee paid for regardless of the total number of traffic signals monitored by the **CONSULTANT**, Services provided or the date the **CONSULTANT** is terminated.

By way of illustration only, at the beginning of Renewal Term **NCTCOG** shall pay the **CONSULTANT** Annual SaaS Traffic Signal Platform Licensing/Hosting fee as payment for the full Renewal Term. If **NCTCOG** terminates this Contract during the second month of the Renewal Term regardless of traffic signals are monitored, it is not entitled to a refund of any portion of the Annual SaaS Traffic Signal Platform Licensing/Hosting fee. The service will still be provided for the entire period and the Provider shall retain the full annual fee for that period. **NCTCOG** may add additional traffic signals during the middle of any contract year at no additional cost.

Table 1
Period 1-3 Services and Budget

Contract Invoicing Term	Budget	Invoice Date
Period 1 (Contract Execution – June 30, 2024)	\$279,000	Contract Execution. Initial Configuration After Notice to Proceed
	\$837,000	Upon Completion of Final Configuration and Initial Training (not prior to April 2024)
Period 2 (July 1, 2024 – December 14, 2025)	\$1,116,000	June 2024, unless otherwise mutually agreed in writing
Period 3 (December 15, 2025 – December 14, 2026)	\$1,116,000	December 2025, unless otherwise mutually agreed in writing
Total		\$3,348,000

* Subject to Article IV Notice to Proceed Requirements.

Table 2
Optional Annual Renewals

Contract Invoicing Term	Budget	Invoice Date
Period 4 (December 15, 2026 - December 14, 2027)	\$1,361,813	December 2026, unless otherwise mutually agreed in writing.
Period 5 (December 15, 2027 - December 14, 2028)	\$1,361,813	December 2027, unless otherwise mutually agreed in writing.
Period 6 (December 15, 2028 - December 14, 2029)	\$1,361,813	December 2028, unless otherwise mutually agreed in writing.
Total		\$4,085,439

If **NCTCOG** elects to exercise any annual renewal options during the Renewal Term (period 4, 5 and 6), **NCTCOG** and the **CONSULTANT** shall mutually agree to the cost of such renewal by Amendment to this Contract.

APPENDIX C

TITLE VI ASSURANCES

During the performance of this Contract, the consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. Compliance with Regulations. The **CONSULTANT** shall comply with applicable laws and regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, including, but not limited to Title VI of the Civil Rights Act of 1964; 23 USC 140; Rehabilitation Act of 1973 (29 USC 794); Age Discrimination Act of 1975 (42 USC 6102); Americans with Disabilities Act of 1990 (42 USC 12132); 41 CFR Part 60; 49 CFR Parts 21, 26, and 27; and 23 Parts 200, 230, and 633 as they may be amended from time to time.
2. Nondiscrimination. The **CONSULTANT**, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, religion, disability, sexual orientation, or gender identity in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The **CONSULTANT** shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Part 21 and Title VI of the Civil Rights Act of 1964, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the **CONSULTANT** for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the **CONSULTANT** of the **CONSULTANT'S** obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, religion, or disability.

4. Information and Reports. The **CONSULTANT** shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by **NCTCOG** or **NCTCOG'S** funding partners to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a **CONSULTANT** is in the exclusive possession of another who fails or refuses to furnish this information, the **CONSULTANT** shall so certify to **NCTCOG** or **NCTCOG'S** funding partners as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the **CONSULTANT'S** noncompliance with the nondiscrimination provisions of this contract, **NCTCOG** shall impose such contract sanctions as it or **NCTCOG'S** funding partners may determine to be appropriate, including, but not limited to: (a) withholding of payments to the **CONSULTANT** under the Contract until the **CONSULTANT** complies; and/or (b) cancellation, termination, or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions. The **CONSULTANT** shall include the provisions of the above paragraphs of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The **CONSULTANT** shall take such action with respect to any subcontract or procurement as **NCTCOG** or **NCTCOG'S** funding partners may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a **CONSULTANT** becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the **CONSULTANT** may request **NCTCOG** to enter into such litigation to protect the interests of **NCTCOG**, and, in addition, the **CONSULTANT** may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX D

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The North Central Texas Council of Governments (**NCTCOG**) has established a Transportation Department-Wide overall Disadvantaged Business Enterprise (DBE) goal of 17 (17%) percent of the final negotiated contract amount for participation on the part of socially and economically disadvantaged individuals in USDOT-assisted projects, for procurements initiated by the **NCTCOG** Transportation Department. Specific DBE goals are established for each procurement, dependent upon the type of services being procured. The specific goal identified for this procurement is 0 (0%) percent of the contract amount. Failure to carry out the requirements set forth in this program shall constitute a breach of contract and after notification of the Department of Transportation, may result in termination of the agreement or contract by **NCTCOG** or other such remedy as **NCTCOG** deems appropriate.

NCTCOG defines “socially and economically disadvantaged” as persons who are citizens or lawful permanent residents of the United States and who are:

1. Women
2. Black Americans (includes persons having origins in any of the Black racial groups of Africa);
3. Hispanic Americans (includes persons of Mexican, Puerto Rican, Cuban, Central, or South American, or other Spanish or Portuguese culture or origin, regardless of race);
4. Native Americans (includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians);
5. Asian-Pacific Americans (includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas);
6. Asian-Indian Americans (includes persons whose origins are from India, Pakistan, and Bangladesh); or
7. Any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

A “Disadvantaged Business” means a small business concern,

1. which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 (51%) percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and,
2. whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

A “Small Business Concern” means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. If a business is not a small business according to these standards, it is not eligible to participate as a disadvantaged business under 49 CFR Part 26.

In order to receive favorable consideration for this project, proposers are expected to provide assurances, in writing, that at least 0 percent of the contract amount will go to disadvantaged

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INRIX, Inc.

businesses. This can be done by completing Attachment D.1 of this Appendix and supplying whatever other supplemental information is necessary.

To comply with **NCTCOG'S** DBE requirements, it will be necessary to supply the following:

1. A copy of the DBE'S certification from the Small Business Administration (SBA) or the North Central Texas Regional Certification Agency (NCTRCA)

and

2. Attachment D.2 - Affidavit of Intended Entrepreneurship

ATTACHMENT D.1

COMPLIANCE ASSURANCE

The undersigned proposer hereby assures that his/her firm is in compliance with the North Central Texas Council of Governments' Disadvantaged Business Enterprise Program and has a goal of 0 percent of the dollar value of this project for disadvantaged business enterprises.

INRIX, Inc.

12/22/2023

Name of Company

Date

DocuSigned by:

B97DFE6DCA36414...

Signature

Director

Title

APPENDIX E

SELECTION CRITERIA

- A. If any competitor offering an acceptable work program meets the DBE contract goal, **NCTCOG** shall presume conclusively that all competitors that failed to meet the goals have failed to exert sufficient reasonable efforts and consequently are ineligible to be awarded the Contract.
- B. To demonstrate sufficient reasonable efforts to meet the DBE Contract goal, the competitors shall document the steps it has taken to obtain DBE participation, including but not limited to, the following:
1. Attendance at a prebid conference, if any scheduled by **NCTCOG**, to inform DBEs of contracting opportunities under a given solicitation; and,
 2. Advertisement in general circulation media, trade association publication, and minority-focus media for at least 21 days before proposals are due. If 21 days are not available, publication for a shorter reasonable time is acceptable.
 3. Written notification to DBEs that their interest in the Contract is solicited; and,
 4. Efforts made to select portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the stated goals; and,
 5. Efforts to negotiate with DBEs for specific subbids including at a minimum:
 - a. The names, addresses, and telephone numbers of DBEs that were contacted; and,
 - b. A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed; and
 - c. A statement of why additional agreements with DBEs were not reached.
 6. Concerning each DBE the competitor contacted but rejected as unqualified, the reasons for the competitor's conclusion; and,
 7. Effort made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the competitor or **NCTCOG**.
- C. Competitors that fail to meet DBE goals and fail to demonstrate sufficient reasonable efforts shall not be eligible to be awarded the contract.
- D. To ensure that all obligations under contracts awarded to DBEs are met, **NCTCOG** shall review the **CONSULTANT'S** DBE involvement during the performance of the contract. The **CONSULTANT** shall bring to the attention of **NCTCOG** any situation in which regularly scheduled progress payments are not made to DBE subcontractors.

APPENDIX F

COUNTING DBE PARTICIPATION TOWARDS GOAL

DBE participation shall be counted toward meeting DBE goals as follows:

- A. Once a firm is determined to be an eligible DBE, the total dollar value of the contract awarded to the DBE is counted toward the applicable goals.
- B. The total dollar value of a Contract to a DBE owned and controlled by both minority males and nonminority females is counted toward the goals for minorities and women, respectively, in proportion to the percentage of ownership and control of each group in the business. The total dollar value of a contract with a DBE owned and controlled by minority women is counted toward either the minority goal or the goal for women, but not to both. **NCTCOG** or the **CONSULTANT** employing the firm may choose the goal to which the contract value is applied.
- C. **NCTCOG** or the **CONSULTANT** may count toward its DBE goals a portion of the total dollar value of a Contract with a joint venture eligible under the standards equal to the percentage of the ownership and controls of the DBE partner in the joint venture.
- D. **NCTCOG** or the **CONSULTANT** may count toward its DBE goals only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a Contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a DBE is performing a commercially useful function, **NCTCOG** or the **CONSULTANT** shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.
- E. Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption to **NCTCOG**. **NCTCOG'S** decision on the rebuttal of this presumption is subject to review by the federal funding agency.
- F. **NCTCOG** or the **CONSULTANT** may count toward its DBE goals expenditures for materials and supplies obtained from DBE suppliers and manufacturers, provided that the DBEs assume the actual and contractual responsibility for the provision of materials and supplies.
 1. **NCTCOG** or the **CONSULTANT** may count its entire expenditure to a DBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale.)
 2. **NCTCOG** or the **CONSULTANT** may count 20 (20%) percent of its expenditures to DBE suppliers that are not manufacturers, provided that the DBE supplier performs a commercially useful function in the supply process. Exemptions from the 20 percent rule may be requested from DOT's office of Civil Rights.

APPENDIX G

DEBARMENT AND SUSPENSION CERTIFICATION

2 CFR Part 180 excludes entities and individuals that the federal government has either debarred or suspended from obtaining federal assistance funds through grants, cooperative agreements, or third-party contracts. **NCTCOG** has elected to include the requirements of the 2 CFR Part 180 in all third-party contracts for federal funds. A certification process has been established as a means to ensure that debarred, suspended, or voluntarily excluded persons do not participate in a federally assisted project. The inability of a person to provide the required certification will not necessarily result in a denial of participation in a covered transaction. A person that is unable to provide a positive certification as set forth in the Circular may submit a complete explanation attached to the certification. **NCTCOG** will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. **Failure to furnish a certification or any explanation may disqualify that person from participating in the project.**

Each potential third-party contractor, subcontractor under a third-party contract, subgrantee, or subrecipient must provide to the grantee or recipient of a cooperative agreement, as appropriate, a certification for a lower-tier participant. In general, lower-level employees or procurements of less than \$25,000 will not be covered by the certification process procedures, except in the case of procurements with individuals that would have a critical influence on or substantive control over the project; nevertheless, a participant is not authorized to involve a lower-level employee or enter into a contract of less than \$25,000 with a person actually known by the participant to be debarred, suspended or voluntarily excluded.

NCTCOG requires each potential contractor subgrantee, or subrecipient for a third-party contract to complete the certification in Appendix G.2 for itself and its principals.

If an applicant for a grant or cooperative agreement or a potential contractor for a third-party contract knowingly enters into a lower-tier covered transaction such as a third-party contract or subcontract under a major third-party contract or subgrant with a person that is suspended, debarred, ineligible, or voluntarily excluded from participation in the project, in addition to other remedies available to the federal government, **NCTCOG** may terminate the grant or subcontract, the underlying grant or cooperative agreement for cause or default.

CERTIFICATION INFORMATION

This certification is to be used by contractors pursuant to 2 CFR Part 180 when any of the following occur:

- any transaction between the contractor and a person (other than a procurement contract for goods and services), regardless of type, under a primary covered transaction
- any procurement contract for goods or services when the estimated cost is \$25,000 or more
- any procurement contract for goods or services between the contractor and a person, regardless of the amount, under which the person will have a critical influence on or substantive control over that covered transaction. Such persons include principal investigators and providers of federally required audit services.

A *procurement* transaction is the process of acquiring goods and services.

A *nonprocurement* transaction is the granting of financial assistance to entities to assist the grantor in meeting objectives that are mutually beneficial to the grantee and grantor.

A COPY OF THIS CERTIFICATION IS TO BE FURNISHED TO AUTHORIZED FUNDING AGENCY REPRESENTATIVES UPON REQUEST.

APPENDIX G.1

**LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION
(Negotiated Contracts)**

Bryan P. Mistele being duly
(Name of certifying official)

sworn or under penalty of perjury under the laws of the United States, certifies that neither

INRIX, INC., nor its
(Name of lower tier participant)

Principals are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction by any federal department or agency

Where the above identified lower tier participant is unable to certify to any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

EXCEPTIONS:



Signature of Certifying Official

President & CEO

Title

09/25/2023

Date of Certification

Form 1734
Rev. 10-91
TPFS

APPENDIX H

RESTRICTIONS ON LOBBYING

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

As a recipient of a federal grant exceeding \$100,000, **NCTCOG** requires its subcontractors of that grant to file a certification, set forth in Appendix H.1 that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with **NCTCOG** a disclosure form, set forth in Appendix H.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

APPENDIX H.1

**LOBBYING CERTIFICATION
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

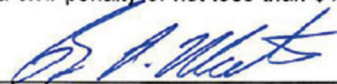
The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature

President & CEO

Title

INRIX, INC.

Agency

09/25/2023

Date

TxDOT
1-91
TPFS

APPENDIX H.2**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See instructions for public burden disclosure)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material charge For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: Prime _____ Tier _____ <i>if known</i> Congressional District, <i>if known</i> : _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i> : _____	
6. Federal Department Agency: _____	7. Federal Program Name/Description: CFDA Number if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> (attach Continuation Sheet(s) SF-LLL-A, if necessary)	b. Individuals Performing Services (including address if different from No. 10a) <i>(last name, first name, MI):</i> (attach Continuation Sheet(s) SF-LLL-A, if necessary)	
11. Amount of Payment (check all that apply): \$ _____ actual _____ planned _____	13. Type of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify: _____	
12. Form of payment (check all that apply): a. cash b. in-kind specify: nature _____ value _____	14. Brief Description of Services Performed or to be Performed and Date(s) of Service including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)	
15. Continuation sheet(s) SF-LLL-A attached:	Yes _____ No _____	
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL	

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Traffic Signal Performance Measurement Platform for the DFW Region
INRIX, Inc.

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name address city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1.) If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; invitation for Bid (B) number, grant announcement number; the contract grant, or loan award number; the application/proposal control number assigned by the Federal agency.) Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individuals(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes(s). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contract with Federal officials. Identify the Federal official(s) or employee(s) contracted or the officer(s), employees, or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and the telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

APPENDIX I

REQUIRED STATE CLAUSES

1. If required to make a certification pursuant to Texas Government Code Section 2271.02, the **CONSULTANT** providing goods and services under this Contract confirms that it does not and will not boycott Israel during the term of this Contract.
2. Pursuant to Chapter 2276, Government Code, as enacted by S.B. 13, 87th Legislature, **NCTCOG** is prohibited from using public funds to contract with entities who boycott energy companies. By signing this Contract, the **CONSULTANT** verifies that it does not discriminate against energy companies and will not discriminate during the term of the Contract.
3. Pursuant to Chapter 2274, Government Code, as enacted by S.B. 19, 87th Legislature, **NCTCOG** is prohibited from using public funds to contract with entities who discriminate against firearm and ammunition industries. By signing this Contract, the **CONSULTANT** agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Contract.

FLOW DOWN PROVISIONS FROM THE TEXAS DEPARTMENT OF TRANSPORTATION

1. Civil Rights Compliance

- a. Compliance with Regulations: The **CONSULTANT** will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- b. Nondiscrimination: The **CONSULTANT**, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The **CONSULTANT** will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- c. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the **CONSULTANT** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the **CONSULTANT** of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.
- d. Information and Reports: The **CONSULTANT** will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Provider is in the exclusive possession of another who fails or refuses to furnish this information, Provider will so certify to **NCTCOG**, the Texas Department of Transportation (“the State”) or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the **CONSULTANT’S** noncompliance with the Nondiscrimination provisions of this contract, **NCTCOG** will impose such contract sanctions as it the State or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to **CONSULTANT** under the contract until the Provider complies and/or
 - ii. cancelling, terminating, or suspending of the contract, in whole or in part.
- f. Incorporation of Provisions: **CONSULTANT** will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. **CONSULTANT** will take such action with respect to any subcontract or procurement as **NCTCOG**, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if **CONSULTANT** becomes involved in, or is

threatened with, litigation with a subcontractor or supplier because of such direction, **CONSULTANT** may request the State to enter into such litigation to protect the interests of the State. In addition, **CONSULTANT** may request the United States to enter into such litigation to protect the interests of the United States.

2. Disadvantaged Business Enterprise Program Requirements

- a. **CONSULTANT** shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (USDOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Provider shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts.
- b. Each sub-award or sub-contract must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

3. Federal Funding Accountability and Transparency Act Requirements

- a. As a recipient of funds under this agreement Provider agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

- b. Provider agrees that it shall:
 - i. Obtain and provide to **NCTCOG** a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>.
- c. Report total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

4. Single Audit Report

- a. **CONSULTANT** shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- b. If threshold expenditures of \$750,000 or more are met during the fiscal year, **CONSULTANT** must submit a Single Audit Report and Management Letter (if applicable) to **NCTCOG**.
- c. If expenditures of less than the threshold during **CONSULTANT'S** fiscal year, **CONSULTANT** must submit a statement to **NCTCOG** as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- d. For each year the project remains open for federal funding expenditures, **CONSULTANT** will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Contract, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

5. Pertinent Non-Discrimination Authorities

During the performance of this Contract **CONSULTANT**, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public

and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

- i. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- l. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

6. Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

- a. Receive payments from state funds under a contract to provide property, materials or services; or
- b. Receive a state-funded grant or loan.

By accepting this Contract the **CONSULTANT** certifies they comply with this provision.

APPENDIX J

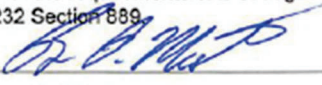
PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment. Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

The Consultant hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON: 

NAME OF AUTHORIZED PERSON: Bryan P. Mistele

NAME OF COMPANY: INRIX, INC.

DATE: 09/25/2023

-OR-

The Consultant hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON: _____

NAME OF AUTHORIZED PERSON: _____

NAME OF COMPANY: _____

DATE: _____