

## **Attachment to the Western Systems Purchase Order**

### **1. Overview**

- 1.1. The City of Seattle is purchasing data as a service. Western Systems owns, operates, and is responsible for maintenance and replacement of the hardware used to gather the data, per the terms outlined below.
- 1.2. The City has tested the performance of this data service and is satisfied with the ability for this data service to deliver travel time, delay, analytics and other data and data services, as compared to the City's existing approaches to gathering and analyzing the same data. However, this service has not been widely deployed, and there is little in-service data available to understand the overall performance of the service. Therefore, the first year of the deployment should be considered a trial period. During this period, the City will develop a data service performance measurement approach, and associated contractual terms that will be applies to subsequent years, if the data service is continued past the first year.

### **2. Terms – First Year of the Contract**

- 2.1. These terms will be reevaluated and may be modified if subsequent years of service are purchased. If these terms are not explicitly modified, they will remain in force over any subsequent years of purchasing.
- 2.2. The City intends to monitor the performance of the individual devices using the analytics tool. Specific performance measures to be monitored have yet to be determined. As an example, a performance monitor may be tracking match rates over time to ensure a particular site maintains performance.
- 2.3. Devices.
  - 2.3.1. If, in the City's sole discretion, a device is not performing adequately, Western Systems shall replace the device within 2 working days of notification of inadequate device performance (replacement time is contingent on the availability of SDOT crew support). If upon replacement, the device site continues to perform inadequately, the City will no longer pay for that site until it is repaired to the satisfaction of the City.
  - 2.3.2. The total number of device sites replaced based on the City's sole discretion shall not exceed 20% of the total devices installed.
  - 2.3.3. If more than 20% of the total devices installed are, per the City's discretion, not performing adequately, the City will no longer pay for any portion of the system, and will notify Western Systems to remove the system, and the field devices, and the contract will be terminated.
- 2.4. Analytic Software

2.4.1.If the City, in their sole discretion, determines that the analytics software is producing unacceptable travel time and delay metrics to such an extent that the City will not use the data for public information or their own analysis purposes, the City will notify Western Systems of the issue. Within 3 days, Western Systems must test the software and respond with a remediation plan and schedule to resolve the issue. If the issue is not resolved within the Contractor-stated time period, or if the issue lasts longer than 3 calendar months, the City will no longer pay for any portion of the system, and will notify Western Systems to remove the system, and the field devices, and the contract will be terminated.

## 2.5. Data Security

2.5.1.It is the understanding of the City that the data gathered are encrypted to fully eliminate the possibility of identifying individuals or vehicles. In no event shall City or Western Systems and its subcontractors make any use of the data gathered by the devices for any purpose that would identify the individuals or vehicles included in the data.

## 2.6. Ownership and Licensure of Data

2.6.1.Nothing in this Purchase Order precludes the parties from negotiating future changes to the data ownership and licensure terms, specifically with respect to reselling of the data.

## 2.7. Installation, and Ongoing Operations and Maintenance

2.7.1.Devices under this Purchase Order are intended to be installed inside SDOT-owned traffic signal controller cabinets. Power to the devices will be supplied by SDOT. Western Systems will not be charged for the privilege of placing the device in SDOT cabinets, or for the power to each device.

2.7.2.Western systems will not be charged for any SDOT labor required for the initial installation and configuration of the devices included in this deployment. Western Systems will provide all devices, including antennas and required cables, seals and attachment hardware to SDOT. SDOT shall install all required devices. Western Systems shall provide SDOT with procedures, sketches, requirements, or instructions to ensure proper device installation. Western Systems is responsible for ensuring that the devices are installed to their own satisfaction.

2.7.3.After the initial deployment, any costs incurred by SDOT related to maintenance or removal of devices from cabinets will be borne by Western Systems. SDOT will charge Western Systems their normal costs for such work. SDOT will respond to Western Systems request for access to a cabinet within 2 working days.

2.7.4.SDOT assumes no responsibility for any devices that are damaged due to SDOT or third party actions. All costs for replacement of damaged devices, damaged for any reason, will be borne by Western Systems.

2.7.5.If SDOT replaces a cabinet, or if a cabinet has been removed due to a crash, SDOT will inform Western Systems no less than 2 days prior to cabinet replacement, so that new devices can be supplied to SDOT for installation.

2.7.6.If SDOT-owned equipment is damaged due to the device, or its installation, including water intrusion from cabinet penetrations made for the purpose of installing the device, Western Systems is wholly responsible for paying for the replacement of the damaged equipment.