



UTAH TRANSIT AUTHORITY

## **UTA CONTRACT 22-03654RW**

### **GOODS AND SERVICES SUPPLY AGREEMENT**

#### **TRAX and FrontRunner Rail Platform Real Time Digital Signage Equipment**

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT (“Contract”) is entered into and made effective as of the date of last signature below. (“Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and INTERNATIONAL DISPLAY SYSTEMS, INC. (the “Contractor”).

#### **RECITALS**

WHEREAS, on JANUARY 17, 2024 UTA received competitive proposals to provide TRAX and FrontRunner Rail Platform Real Time Digital Signage Equipment and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the “Goods and Services”) according to the terms, conditions and specifications prepared by UTA in RFP 22-03654 v2 (the “RFP”); and

WHEREAS, UTA wishes to procure the Goods and Services according to the terms, conditions and specifications listed in the RFP (as subsequently amended through negotiation by the parties); and

WHEREAS, the IDS UTA Technical Proposal submitted by the Contractor in response to the RFP (“Contractor’s Proposal) was deemed to be the most advantageous to UTA; and

WHEREAS, Contractor is willing to furnish the Goods and Services according to the terms, conditions and specifications of the Contract.

#### **AGREEMENT**

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. **GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described in Exhibit A (Statement of Work or Services) (including performing any installation, testing commissioning and other Services described in the Contract).

2. **TERM**

Revision Date: March 2020

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for purchases of Goods and Services (made via purchase order or other agreed order method) during a THREE (3) - year base period expiring AUGUST 31, 2027. UTA may, at its sole election and in its sole discretion, extend the initial term for up to TWO (2) additional one-year option periods, for a total Contract period not to exceed FIVE (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract. UTA's extension of the contract duration does not obligate UTA to purchase any minimum quantity of signs or associated services.

3. **COMPENSATION AND FEES**

UTA shall pay Contractor in accordance with the payment milestones or other terms described in Exhibit B with the THREE (3) year base period NOT TO EXCEED the amount of \$2,029,175.50, and the TWO (2) additional one-year option periods NOT TO EXCEED the amount of \$50,605.73 each year, for a total FIVE (5) year contract NOT TO EXCEED the amount of \$2,130,386.96. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be invoiced after the Goods have been delivered and the Services have been performed. In no event shall advance payments be made.

4. **INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:
  1. The terms and conditions of this Goods and Services Supply Agreement (including any exhibits and attachments hereto).
  2. Contractor's Proposal including, without limitation, all federal certifications (as applicable);
  3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
- b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. UTA Contract including all attachments
2. UTA Terms and Conditions
3. UTA Solicitation Terms
4. Contractor's Bid or Proposal including proposed terms or conditions

Any contractor proposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

6. **LAWS AND REGULATIONS**

Contractor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Contractor shall also comply with all applicable licensure and certification requirements.

7. **INSPECTION, DELIVERY AND TRANSFER OF TITLE**

- a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.
- b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered to, and accepted by, UTA.
- c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.
- d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment

and/or work for which payment is being requested.

8. **INVOICING PROCEDURES**

- a. Contractor shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services or in accordance with an approved progress or periodic billing schedule. Contractor shall submit invoices to [ap@rideuta.com](mailto:ap@rideuta.com) for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
  - i. Contractor Name
  - ii. Unique Invoice Number
  - iii. PO Number
  - iv. Invoice Date
  - v. Detailed Description of Charges
  - vi. Total Dollar Amount Due
  
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to [ap@rideuta.com](mailto:ap@rideuta.com). Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.
  
- c. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to [ap@rideuta.com](mailto:ap@rideuta.com).

9. **WARRANTY OF GOODS AND SERVICES**

- a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.
  
- b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.

- c. *"UTA desires to have the ability to do its own 'Tier 1' troubleshooting, support, and repair with inventory to replace defective modules in the sign to restore functionality, and then send the defective module back to vendor for warranty service. Vendor to provide specific training and certification requirements to meet this request."*
- d. At any time for a period of two (2) years from the date that all Goods have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any defective modules as described in paragraph c above.
- e. If Contractor fails within 45 days of receipt of the defective components to make repair, replacement or re-performance as required in paragraph d above, , UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.
- f. The foregoing warranties are not intended as a limitation, but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Goods will be suitable for the ordinary purposes for which such items are used, (4) the Goods will be suitable for any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Goods have been properly designed and manufactured, and (6) the Goods are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

10. **OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

- a. Except as set forth in Section 10(b), any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items.
- b. Subject to the license granted in Section 10(c), Contractor is and will remain the sole and exclusive owner of all right, title, and interest in and to the Background Technology. "Background Technology" means all software, data, know-how, ideas, methodologies, specifications, and other technology which Contractor owns or has the right to license which (a) were developed, created, reduced to practice, or otherwise acquired by Contractor prior to the Effective Date, or

(b) were developed, created, reduced to practice, or otherwise acquired by Contractor independently of the performance of its obligations under this Contract. In particular, UTA acknowledges that the PENTA WavWriter Software and derivative works based thereon shall be considered Background Technology and shall not be considered deliverables as set forth in Section 10(a), or subject to the restrictions contained therein.

- c. Contractor grants and agrees to grant UTA a perpetual, worldwide, nonexclusive, royalty-free right and license (a) to use, have used, copy, modify, display, prepare derivative works from, and perform the Background Technology for UTA’s internal business purposes in connection with its use of the Goods and Services provided under the Contract; and (b) to authorize contractors providing services to UTA in connection with the Goods and Services to use such Background Technology for UTA’s internal business purposes, solely to the extent necessary for the provision of such services to UTA, provided that such contractors are subject to the obligations of confidentiality and the use of the Background Technology that are at least as protective as those set forth in this Contract. UTA shall be responsible for each such contractor’s compliance with the foregoing obligations.

11. **GENERAL INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as “Indemnitees”) from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys’ fees and costs (hereinafter referred to collectively as “claims”) related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Contractor’s indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers’ compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

12. **INSURANCE REQUIREMENTS**

**Standard Insurance Requirements**

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$4,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$2,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

- b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
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Annual Aggregate	\$2,000,000
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- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

5.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.



- E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to [utahta@ebix.com](mailto:utahta@ebix.com) and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at [utahta@ebix.com](mailto:utahta@ebix.com). The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

- F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.
- G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

### 13. OTHER INDEMNITIES

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an

infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.

- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.
- c. Contractor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Contractor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.

14. **INDEPENDENT CONTRACTOR**

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

15. **STANDARD OF CARE.**

Contractor shall perform any Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).

16. **USE OF SUBCONTRACTORS**

- a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in

Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.

- b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- c. Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.
- d. Consultant shall be responsible for and direct all Work performed by subcontractors.
- e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws

17. **CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website [www.rideuta.com](http://www.rideuta.com). Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA

18. **ASSIGNMENT OF CONTRACT**

Contractor shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of UTA, and any attempted transfer in violation of this restriction shall be void.

19. **ENVIRONMENTAL RESPONSIBILITY**

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website [www.rideuta.com](http://www.rideuta.com). Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the

Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

## **20. SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.
- b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.
- c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

## **21. TERMINATION**

- a. **FOR CONVENIENCE:** UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.
- b. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:
  1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
  2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
  3. Except to the extent limited by the Contract, pursue other remedies available at law.

- b. **CONTRACTOR'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Contractor prior to termination.

## 22. **CHANGES**

- a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:
- A. In the Scope of Services;
  - B. In the method or manner of performance of the Work; or
  - C. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.
- c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:
- A. The date, circumstances, and source of the change; and
  - B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

Consultant must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) days after Consultant becomes aware (or reasonably

should have become aware) of the facts and circumstances giving rise to the “constructive” change. Consultant’s failure to provide timely written notice as provided above shall constitute a waiver of Consultant’s rights with respect to such claim.

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant’s entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

**23. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of the Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of the Contract and/or Contractor’s compliance with the Contract. Records shall be retained by Contractor for a period of at least six (6) years, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Contract at any tier.

**24. FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subcontractor under this Contract are considered confidential and shall not be made available to any person, organization,

or entity by Contractor without consent in writing from UTA. If confidential information is released to any third party without UTA’s written consent as described above, contractor shall notify UTA of the data breach within 10 days and provide its plan for immediate

mitigation of the breach for review and approval by UTA.

- a. It is hereby agreed that the following information is not considered to be confidential:
  - A. Information already in the public domain.
  - B. Information disclosed to Contractor by a third party who is not under a confidentiality obligation.
  - C. Information developed by or in the custody of Contractor before entering into this Contract.

- D. Information developed by Contractor through its work with other clients; and
- E. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

25. **PUBLIC INFORMATION.**

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is MARCI WARREN, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-2509; mwarren@rideuta.com.

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is RICK WILSON, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801)287-3016; rwilson@rideuta.com.

28. **CONFLICT OF INTEREST**

Contractor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract. No member, officer, or employee of UTA during their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

29. **NOTICES OR DEMANDS**

a. Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and may be electronically delivered, personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to UTA:

Utah Transit Authority

ATTN: RICK WILSON

669 West 200 South

Salt Lake City, UT 84101

If to Contractor:

International Display Systems, Inc.

ATTN: ROB KEELOR, President

3131 S Dixie Drive

Dayton, OH 45439

[rwilson@rideuta.com](mailto:rwilson@rideuta.com)

[rob@idspids.com](mailto:rob@idspids.com)



b. Either party may change the address at which such party desires to receive written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

30. **CLAIMS/DISPUTE RESOLUTION**

- a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

<b>Level of Authority</b>	<b>Time Limit</b>
UTA's Project Manager: Marci Warren	Five calendar days
Contractor's Project Manager: Greg Senkiw	
UTA's Shawn Stephens	Five calendar days
Contractor's Vice President: JB McCarthy	
UTA's Kyle Brimley	Five calendar days
Contractor's President: Rob Keelor	

Unless otherwise directed by UTA's Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

31. **GOVERNING LAW**

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

32. **COSTS AND ATTORNEY FEES.**

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal

33. **SEVERABILITY**

Any provision of the Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Contract.

34. **AMENDMENTS**

Any amendment to the Contract must be in writing and executed by the authorized representatives of each party.

35. **FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

36. **NO THIRD-PARTY BENEFICIARIES**

The parties enter into the Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of the Contract.

37. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

38. **COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission

of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

39. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

40. **SALES TAX EXEMPT**

Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

41. **UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

42. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19, 21, 23, 24, 25, 30, 31, 32, and 40.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

**UTAH TRANSIT AUTHORITY:**

By \_\_\_\_\_

Jay Fox

Executive Director

Date

**INTERNATIONAL DISPLAY SYSTEMS, INC.**

DocuSigned by:  
B Rob Keelor \_\_\_\_\_  
8C54FDEF366649C...

Rob Keelor

President

Date 9/19/2024

By \_\_\_\_\_

Alisha Garrett

Chief Enterprise Strategy Officer

Date

By \_\_\_\_\_

Kyle Brimley

IT Director

Date

DocuSigned by:  
B Mike Bell \_\_\_\_\_  
70E33A415BA44F6...

Mike Bell

UTA Legal Counsel

Date 9/19/2024

Exhibit A  
Statement of Work

**TAB 8 – IDS-UTA-TECHNICAL PROPOSAL**

**1. Quality of the Proposed LED Signs – Compliance Statement**

**General RFP Requirements**

UTA DESIGN REQUIREMENT	IDS COMPLIANCE RESPONSE
Cover Sheet: Contract – Firm Fixed Price for 3 years with two (2) additional one-year options for a total contract period of up to 5 years.	<b>Comply</b> – This is the basis of our Proposal.
Scope of Work: UTA's preference is to select an outdoor rated, single form factor, double-sided LED sign for all our rail station canopies. This will be a multiyear procurement with a minimum quantity of 140 signs purchased over 3 years, approximately 50 double-sided signs will be needed in the first year. UTA requests an option to purchase additional sign quantities in the future if needed.	<b>Comply</b> – All requirements stated in this section are confirmed as part of our Proposal and supported by the Sunrise SESA LED Signs.
Scope of Work: UTA is seeking a robust content management system (CMS) to manage sign tasks with a user-friendly interface. CMS must support real-time data integration, content creation, content scheduling, remote sign management (system health and troubleshooting), real time updates to the content on the LED signage, and role-based user permissions. Create templates for different types of content to ensure a consistent look and feel for the UTA signage. Templates should be able to accommodate real-time data without sacrificing aesthetics.	<b>Comply</b> – All requirements stated in this section are confirmed as part of our Proposal and supported by the Penta WavWriter Content Management System.
Scope of Work: Information to be displayed on the signs will be provided by GTFS-RT or internal UTA internal data source, proposed signs will need to be integrated with either data feed. This project will include multiple signs on each TRAX and FrontRunner platform canopy, signs will inform waiting riders of upcoming train departures. The signs must include internal speakers that can project a text to speech announcement of the	<b>Comply</b> – Penta WavWriter CMS can support the UTA GTFS-RT source interface and other internal sources and APIs. CMS can control a multitude of different signs if needed. Text to Speech device control and further PA system work is available from the Penta WavWriter and Penta Corporation

<p>next departure at time triggered intervals. The PA system will also be fed audio data from UTA internal systems.</p>																													
<p>Scope of Work: The proposed system shall be scalable over its estimated lifetime to support additional digital displays on future TRAX and FrontRunner rail platform locations and some optional transit facilities without replacement of initially installed components, both hardware and software.</p>	<p><b>Comply</b> – The Penta WavWriter CMS is scalable and modular.</p>																												
<p>Scope of Work: This procurement is requesting the proposing vendor to manage all activities in manufacturing, engineering, testing, delivery of finished sign with mounting hardware to UTA, software installation, and training for CMS software and provided hardware. The proposing vendor will provide documentation and pricing for ongoing maintenance and warranties, for all products delivered under this Request for Proposal (RFP).</p>	<p><b>Comply</b> – IDS, as prime contractor and systems integrator, will manage all activities from Contract Award to Closeout. We will oversee the work and quality control for our suppliers (i.e., Sunrise SESA and Penta Corporation).</p>																												
<p>Scope of Work: LED real time information signage should display departure information, interleaved messages, and miscellaneous information (i.e., service delays or incident information) provided by GTFS-RT or UTA internal data API. An example of information to display is shown below. Displays should have the capability to display the route number, destination, track assignment, and minutes to departure. Ex "Fronrunner to Ogden departs from platform 1 in 5 mins" (See Figure 1 below)</p>	<p><b>Comply</b> – The Penta WavWriter CMS and Sunrise SESA LED Signs comply with the stated interfaces and display formats and functions.</p>																												
<table border="1"> <thead> <tr> <th>Route</th> <th>Destination</th> <th>Track</th> <th>Departure</th> </tr> </thead> <tbody> <tr> <td>750</td> <td>Ogden</td> <td>1</td> <td>5 min</td> </tr> <tr> <td>750</td> <td>Provo</td> <td>2</td> <td>17 min</td> </tr> <tr> <th>Route</th> <th>Destination</th> <th>Track</th> <th>Departure</th> </tr> <tr> <td>Blue</td> <td>SL Central</td> <td>2</td> <td>5 min</td> </tr> <tr> <td>Red</td> <td>U of U</td> <td>2</td> <td>7 min</td> </tr> <tr> <td>Green</td> <td>Airport</td> <td>2</td> <td>9 min</td> </tr> </tbody> </table>	Route	Destination	Track	Departure	750	Ogden	1	5 min	750	Provo	2	17 min	Route	Destination	Track	Departure	Blue	SL Central	2	5 min	Red	U of U	2	7 min	Green	Airport	2	9 min	
Route	Destination	Track	Departure																										
750	Ogden	1	5 min																										
750	Provo	2	17 min																										
Route	Destination	Track	Departure																										
Blue	SL Central	2	5 min																										
Red	U of U	2	7 min																										
Green	Airport	2	9 min																										
<p>Scope of Work: UTA will provide a virtual server to load the API (Application Programming Interface) to allow route,</p>	<p><b>Comply</b> – Acknowledged.</p>																												

<p>destination, track, and ETD (Estimated Time to Departure) in GTFS RT format.</p>	
<p>Scope of Work (In Scope): All signs, sign mounts, sign hardware, ethernet and power connectors, CMS software, hardware and software training, software installation and configuration, etc., as well as final testing will be in scope.</p>	<p><b>Comply</b> – Acknowledged.</p>
<p>Scope of Work (Out of Scope): For this project all equipment that is not part of the signage including, network equipment, conduits, ethernet and power cabling to the signs, structural work required for installation and installation will be out of scope.</p>	<p><b>Comply</b> – Acknowledged Out of Scope Work by Others.</p>
<p>Electronic Signage: UTA desire is to have a double-sided LED real time information sign for the replacement of our current signage on TRAX and Frontrunner rail stations. A two to four-line sign display will be needed. Character size should be a minimum of 2 inches at close viewing and 3inches for greater distances to meet ADA compliance. The capability of scrolling and rotation of information as well as listing information in columns. Signs will be mounted by UTA on the underside of the platform canopies in the same locations as the existing signs. Double sided signage should be configured with the same information on each side of the display to be seen from two directions and mounted perpendicular to the direction of travel. All electronic sign mounting locations will have a power cable and ethernet data cable located at the mounting site. The installation of the signs and connections to the power and data will be performed by UTA (or UTA designated contractor).</p>	<p><b>Comply</b> – Acknowledged. Please see our responses to the LED Sign Minimum Requirements for further confirmation. Thank you.</p>
<p>Warranty &amp; Maintenance: The reasonable life expectancy of these signs should be 8 to 12 years. Please include the length and coverage details of the basic warranty on all hardware. Include options to extend the warranty for up to 5 additional years (above standard warranty), and any yearly maintenance fees. UTA desires to have the ability to be our own ‘Tier 1’ troubleshooting, support, and repair with inventory to replace defective modules in the sign to restore functionality, and then send the defective module back to vendor for mounting site. The installation of the signs and connections to</p>	<p><b>Comply</b> – This IDS Proposal confirms the RFP Contract Length (See Cover Sheet) of 3 Years with 2 Optional Years for a total of 5 Years. All the IDS supplied Hardware &amp; Software is covered for a total of 5 Years. However, if the intent was for a 1-year base contract with 5 additional years, then please note that our price proposal will identify, on the bid form, a 6<sup>th</sup> year for your consideration. Thank you.</p>

the power and data will be performed by UTA (or UTA designated contractor).	
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**LED Display Requirements**

<b>UTA DESIGN REQUIREMENT</b>	<b>IDS COMPLIANCE RESPONSE</b>
Ability to display text, logos, multiple font styles and sizes and meet ADA requirements	<b>Comply</b> – Sunrise SESA Signs support text, logos, multiple font styles and sizes, and meet ADA requirements.
A minimum 3 rows of display with minimum 2-inch-high characters	<b>Comply</b> – Sunrise SESA Signs have 64 Pixels High x 384 Pixels Wide which provides for 3 Lines x 24 2” High Characters.
Minimum viewing area: 31” X 6.25 ”	<b>Comply</b> – Sunrise SESA Signs have a viewing area 37.8” W x 6.29” H.
Maximum sign size: ≤40”* x ≤9” x 9”** *Sign width must not exceed 40” **Sign and bracket height cannot exceed 15.75”	<b>Comply as Noted</b> – Sunrise SESA DS Signs are 40”W x 12”H x 12”D. However, they are confident that their mounting brackets with their signs will not exceed the 15.75” total mounting height.
LED and Pixel pitch 2.5mm	<b>Comply</b> – Sunrise SESA Signs are 2.5mm which are “high resolution” for ADA considerations.
Minimum 4500 nits	<b>Comply</b> – Sunrise SESA Signs are 6000 nits.
Full-color capability	<b>Comply</b> – Sunrise SESA Signs are 24 Bit Color.
Viewing angle 140°	<b>Comply</b> – Sunrise SESA Signs has 140 degree viewing angle.
IP 54 or better and no exchange of outside air	<b>Comply</b> – Sunrise SESA Signs are IP64 rated with no vents or fans.
Environmentally sealed case	<b>Comply</b> – Sunrise SESA Signs has a welded chassis with neoprene gaskets and Polycarbonate front lens.
Bracket to hang the sign *Sign and bracket height cannot exceed 15.75”	<b>Comply</b> – Sunrise SESA Signs top, rear, side bracketry will not exceed 15.75” height.
Double-faced electronic sign configurations	<b>Comply</b> – Sunrise SESA Signs utilize a bracket to configure signs as double-sided.
Internal Speaker – capable of projecting text to speech announcement	<b>Comply</b> – Sunrise SESA Signs have embedded Text to Speech Module with ambient noise mic and utilizes Automatic Gain Control (AGC) in its build-in amplifier to drive internal speaker.
Ethernet communication to back office	<b>Comply</b> – Sunrise SESA Signs include RJ45 Ethernet Communications.
Power 120 VAC single phase	<b>Comply</b> – Sunrise SESA Signs are 120V, 12A, with 1400W Max & 370W RMS.
Compliance certifications UL, CUL, CE, NEMA 4	<b>Comply</b> – Sunrise SESA Signs are UL 60950-1, 2nd Edition (2007). “Safety of Information Technology Equipment” and UL 60950-22, 1st Edition (2007). “Information Technology Equipment –Safety Part 22:



	Equipment to be Installed Outdoors.” As previously noted, they are IP64 rated enclosures.
Operating temperature range -40°F to 120°F (-40°C to 50°C)	<b>Comply</b> – Sunrise SESA Signs operation specification is -40°C to 74°C.
Internal temperature monitoring	<b>Comply</b> – Sunrise SESA Signs include Internal Temperature Sensor.
LED sign ability to adjust brightness of display programmatically or by ambient sensor	<b>Comply</b> – Sunrise SESA Signs have built-in light sensor & brightness can also be adjusted via the API.
Sign case color - Black	<b>Comply</b> – Sunrise SESA Sign finish is AAMA 2604 Powder coat, AXALTA AR400 rich black matte finish or equivalent.
Sign health monitoring backend software	<b>Comply</b> – Sunrise SESA Signs include an API for diagnostics with CMS.

### Sign Content Functionality & Requirements

UTA DESIGN REQUIREMENT	IDS COMPLIANCE RESPONSE
An API and/or documentation to programmatically define the layout of the sign to determine how the data will be displayed on the sign.	<b>Comply</b> – The Sunrise SESA Signs have extensive API that allows the user to configure the display however they choose. The Penta WavWriter CMS has capabilities to provide and consume in and out APIs. Content creation available from Penta and available in the CMS.
An API and/or documentation to send custom data from a backend service to the sign.	<b>Comply</b> – The Sunrise SESA Signs have extensive API that allows the user to configure the display however they choose. The Penta WavWriter CMS has capabilities to provide and consume in and out APIs. Content creation available from Penta and available in the CMS.
Text to speech able to work with internal speaker or external PA system	<b>Comply</b> – Text to speech module has a 1vp-p output that can be driven to the PA system. The text to speech module is driven to an included internal amplifier to drive internal speaker. The Penta CMS is capable of controlling the TTS and PA System.
Content Management System	<b>Comply</b> – The Penta WavWriter with the Penta Web Console and Sign Manager is the offered CMS.
Roles based permissions for sign content	<b>Comply</b> – The Penta WavWriter CMS supports “roles-based permissions” through network and application credentials.
Ability to display real time service updates	<b>Comply</b> – The Penta WavWriter CMS is to consume the UTA GTFS-RT feed and present the information on the displays. Further API work to the UTA system is noted (TTS, other feeds).
An API and/or documentation to programmatically define the layout of the sign	<b>Comply</b> – We will provide samples of formatted LED Sign layouts for approval.

to determine how the data will be displayed on the sign.	These displays will then be available to the operator in a “what you see is what you get” (WYSIWYG) presentation within the WavWriter CMS.
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**Sign Maintenance Functions**

<b>UTA DESIGN REQUIREMENT</b>	<b>IDS COMPLIANCE RESPONSE</b>
Top mounting electronic sign	<b>Comply</b> – Top mounting is available/supported. Final bracket assembly and geometry to be determined through the shop drawing submittal process.
Front service accessibility for repairs Weatherproof and secure power connector	<b>Comply</b> – Signs are front serviceable. <b>Comply</b> – All sign connections are internal. Wire entry to be done through liquid tight connections to the sign chassis.
Weatherproof and secure ethernet connector	<b>Comply</b> – All sign connections are internal. Wire entry to be done through liquid tight connections to the sign chassis.
Management software for sign environmental, troubleshooting, and brightness adjustment.	<b>Comply</b> – Sunrise SESA Signs have diagnostics API that includes test modes for troubleshooting. The Penta WavWriter & Web Console supports health monitoring of Signs to the desktop.
Mobile Management Application for Tablet / Phone	<b>Comply</b> – Penta Corporation can provide a small “sign maintenance” APP for mobile usage if the Sign Manufacturer does not have one. This APP is limited to the sign capabilities and would need to be reviewed and verified with UTA.
Automatic testing functionality for troubleshooting	<b>Comply</b> – Signs have diagnostics API that includes test modes for functionality and troubleshooting.
The ability to do in-house repairs. Repair Training / Certifications would need to be provided.	<b>Comply</b> – O&M Manuals have extensive troubleshooting sections, along with training, will allow UTA Staff to perform sign repairs.

**TAB 8 – IDS-UTA-TECHNICAL PROPOSAL (CONTINUED)**

**2. Experience & Qualifications in Signage for Public Transit Agencies**

a. Customer References

- i. Please reference TAB 5 – IDS REFERENCES & CASE STUDIES of this Proposal on Page 8. Thank you.

b. Experience

- i. Please reference TAB 4 – IDS EXPERIENCE & CUSTOMER PROFILE of this Proposal on Pages 6-7. Thank you.

c. Timeframe for Delivery

i. Project Schedule Narrative (225 – Estimated Days)

1. Project Startup (10) – Time allocated for the execution of Prime Contracts, Subcontracts, and to Mobilize for the Work.
2. Design & Engineering (30) – Time allocated for the Structural Integration Engineering, Power & Data Communications Riser, Schematic, Logic Diagram Confirmation, as well as, Functional, Technical, Performance, Business Rules Confirmation, Etc.
3. Procurement (90) – Time allocated for short-term (COTS) and long-term hardware/software items.
4. Development (90) – Time allocated for software development prior to integration and testing. Parallel with Procurement.
5. Pre-Build & Test (30) – Time allocated for hardware/software integration and testing in a lab environment.
6. Deployment/Implementation (30) – Time allocated for the physical installation & integration on the job site.
7. Test & Commission (10) – Time allocated for the testing of individual installed components, subsystems, and systems.
8. Train & Startup (5) – Time allocated for classroom/hands-on training for operators, administrators, and maintainers. Once training is completed, the systems startup is scheduled.
9. Project Closeout (20) – Time allocated for punch list work, record documents, final inspections, acceptance, and initiation of the O&M Warranty.

- ii. IDS will submit a CPM Project Schedule/Tracking GAANT for this Project.

**TAB 8 – IDS-UTA-TECHNICAL PROPOSAL (CONTINUED)**

**3. Length of Available Warranty**

- a. List of Materials with Warranty Information

- i. Sunrise SESA LED Signs with On-Board TTS Driver & Speaker:
  - 1. CDP-64x384-DS-0-F = 3 Year Warranty + 2 Optional Years = 5 Years Manufacturer's Warranty
  - 2. Please see attached Sunrise SESA CDP-64x384-DS-0-F Product Data.
  
- ii. Penta Servers & Console/Workstations:
  - 1. Dell RM Redundant Servers & Dell Workstation/Console = 3 Years Warranty + 2 Optional Years = 5 Years Manufacturer's Warranty.
  
- iii. Penta WavWriter & Web Console/Sign Manager CMS:
  - 1. Penta Content Management System Software = 3 Years Warranty + 2 Optional Years = 5 Years Manufacturer's Warranty.
  - 2. Please see attached Penta Corporation WavWriter CMS One Sheet.

22-03654 Exhibit B

Price Schedule

**EXHIBIT B**

**INTERNATIONAL DISPLAY SYSTEMS, INC.**

3131 SOUTH DIXIE DRIVE, DAYTON, OH 45439 U.S.A.  
TELEPHONE: (937) 293-3118 FAX: (937) 293-4848  
[WWW.IDSPIDS.COM](http://WWW.IDSPIDS.COM)

**IDS PRICE PROPOSAL**

UTA RFP 22-03654 Platform Signs & PA Speakers

**PRESENTED TO**

Rick Wilson  
Utah Transit Authority  
669 West 200 South  
Salt Lake City, Utah 84101  
(801) 287-3016  
[rwilson@rideuta.com](mailto:rwilson@rideuta.com)

**SUBMITTED BY**

Rob Keelor

**DATE**

January 17, 2024



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PASSENGER INFORMATION DISPLAY SYSTEMS

**Appendix A to RFP 22-03654**

**EXHIBIT B**

**SIGNAGE PRICING SHEET DOUBLE SIDED SIGN**

	<b>Qty</b>	<b>Cost Each</b>	<b>Extended Cost</b>
<b>Electronic Digital Signage / Optional External PA Speakers</b>			
Double Sided (DS) LED Sign Each	140 *		
Sign <b>Standard</b> Warranty Period		Included	Included
<b>General</b>			
5 Year Extended Warranty per DS sign	140		
<b>Parts</b>			
Mounting Hardware Double Sided Sign	140		
<b>Content Management Software (CMS)</b>			
License Quantity and Fees, if applicable			
Subscription fees (recurring costs)			
<b>Training</b>			
Maintenance Tier 1 Training			
CMS Training			
<b>TOTALS INCLUDING EXTENDED WARRANTY</b>			
<b>Total Per Double Sided Sign</b>			<b>\$2,130,386.96**</b>

\* Includes all setup and testing costs prior to shipping

\*\*IDS NOTE: IDS has inserted our **Total Price** in the above form. However, there is insufficient detail in the above form to communicate a complete and responsive Price Proposal clearly. Therefore, please see our attached **Appendix A - Pricing Sheet** with greater detail/breakdown of each IDS Team Identified Deliverable. **Please note that all of the above items are included in our modified Appendix A - Pricing Sheet.** We have simply added the necessary additional details to complete the RFP Scope of Work and to be consistent with the Cover Sheet's identification of a 3-Year Contract with two additional 1-Year Options for a total of 5-Years. In addition to the items shown above, we have included additional details or breakdown for the DS LED Signs (e.g., providing unit pricing for the on-board TTS and Speakers within the DS LED Signs, additional General Requirements, additional Parts, and much greater detail in the breakdown of the CMS. Finally, we clearly define parts, labor, warranty for each IDS, Penta, and SunriseSESA deliverable. We believe this additional detail will provide sufficient information to allow UTA to compare with other Price Proposals and to make a decision, or at least to confirm in a BAFO exercise. IDS is willing to negotiate final terms with UTA based on any addition refining of the Scope of Work. We have put our best foot forward to help UTA achieve its goals. Please let us know if you have any questions. Thank you.

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXT. PRICE
<b>1</b>	<b>Electronic Digital Signage/Optional Ext. Speakers</b>				
	Sunrise SESA DS LED Signs*	140	Each	\$ 9,536.42	\$ 1,335,098.38
	Sunrise SESA On-Board TTS Module & Speaker*	140	Each	\$ 687.50	\$ 96,250.00
	Sunrise SESA Standard (3-Year) Warranty (Included)	140	Each	\$ -	\$ -
	<b>Subtotal:</b>				<b>\$ 1,431,348.38</b>
<b>2</b>	<b>General</b>				
	IDS General Requirements (Bonds, Insurance, Safety, Security, Travel, Warranty)	1	LS	\$ 103,040.00	\$ 103,040.00
	IDS Project Management	1	LS	\$ 58,650.00	\$ 58,650.00
	<b>Subtotal:</b>				<b>\$ 161,690.00</b>
<b>3</b>	<b>Parts</b>				
	Sunrise SESA Mounting Hardware for DS Signs	140	Each	\$ 495.00	\$ 69,300.00
	IDS Sign Integration Engineering & Elevation Details	1	LS	\$ 17,250.00	\$ 17,250.00
	<b>Subtotal:</b>				<b>\$ 86,550.00</b>
<b>4</b>	<b>Content Management System</b>				
	Penta WavWriter II Virtual Server Software License & Deployment: Penta WavWriter Virtual Server- Includes 2 software application licenses, factory loaded, configured, tested, commissioned and supported on UTA's Virtual Servers. UTA's Virtual Servers, MicroSoftSQL, WinOS, and upkeep, including security, provided by UTA. All work done remotely by Penta. 3 year contract and warranty remote support on Penta provided only.	1	LS	\$ 66,613.12	\$ 66,613.12
	Penta WavWriter II Web Console & Sign Manager Software License	1	LS	\$ 2,808.96	\$ 2,808.96
	Penta WavWriter II LED Sign Interface License	140	Each	\$ 168.00	\$ 23,520.00
	Penta In-House Professional Services	1	LS	\$ 168,691.04	\$ 168,691.04
	Penta WavWriter II TTS Control	1	LS	\$ 10,319.68	\$ 10,319.68
	Penta WavWriter II Mobile Sign Management APP	1	LS	\$ 28,591.36	\$ 28,591.36
	IDS CMS FAT/SAT Testing & Commissioning	1	LS	\$ 21,344.00	\$ 21,344.00
	<b>Subtotal:</b>				<b>\$ 321,888.16</b>
<b>5</b>	<b>Training</b>				
	Sunrise SESA Maintenance Tier 1 Training	1	LS	\$ 6,720.00	\$ 6,720.00
	Penta WavWriter II CMS Training	1	LS	\$ 10,536.96	\$ 10,536.96
	IDS Training Support	1	LS	\$ 10,442.00	\$ 10,442.00
	<b>Subtotal:</b>				<b>\$ 27,698.96</b>
<b>6</b>	<b>TOTAL PRICE WITH 3-YEAR WARRANTY</b>	<b>1</b>	<b>SUM</b>		<b>\$ 2,029,175.50</b>
<b>7</b>	<b>Optional Extended Warranty Year 4</b>				
	Sunrise SESA Extended (1-Year) Warranty Per DS Sign	140	EA	\$ 286.09	\$ 40,053.09
	Penta CMS Extended (1-Year) Warranty	1	YR	\$ 10,552.64	\$ 10,552.64
	<b>Subtotal:</b>				<b>\$ 50,605.73</b>
<b>8</b>	<b>Optional Extended Warranty Year 5</b>				
	Sunrise SESA Extended (1-Year) Warranty Per DS Sign	140	EA	\$ 286.09	\$ 40,053.09
	Penta CMS Extended (1-Year) Warranty	1	YR	\$ 10,552.64	\$ 10,552.64
	<b>Subtotal:</b>				<b>\$ 50,605.73</b>
<b>9</b>	<b>TOTAL PRICE (BASE 3-YEAR + 2-OPTIONAL YEARS)</b>	<b>1</b>	<b>SUM</b>		<b>\$ 2,130,386.96</b>