

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: December 16, 2014

RE: Approval of Agreement with
Southwest Research Institute (SwRI) for
Maintenance and Support of Data Server
Contract No. 001068

Board approval of the referenced agreement with SwRI in the amount of \$1,486,747.29 is requested to provide maintenance and support of the Authority's Data Server and software as a sole source provider for a three-year period beginning February 1, 2015, and ending January 31, 2018. There will be two 1-year renewal options. This will be a time and materials contract with payment based on the actual services and materials provided by SwRI and approved by the Authority.

The Data Server and software are used to calculate and display travel times on the DMS signs located throughout our system. Services to be provided by SwRI under this agreement include: 24/7 phone support; database administration; configuration updates; patch management; system monitoring; server hardware and device troubleshooting; and maintenance documentation and updates.

In November 2002, the Board approved the designation of SwRI as the sole source contractor to design and maintain the data collection system required to support our Intelligent Transportation System functions of incident management and traveler information. The justification for sole source designation has been reaffirmed by our Director of Expressway Operations.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Corey Quinn, Director of Expressway Operations
Contract File

**CONTRACT
MAINTENANCE AND SUPPORT OF DATA SERVER**

This Contract (the "Contract" as defined herein below), is made this ____ day of ____, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and SOUTHWEST RESEARCH INSTITUTE®, hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and,

WHEREAS, the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide maintenance and support for the Authority's Data Server and related tasks as may from time to time be assigned to the CONTRACTOR by the AUTHORITY under Contract No. 001068; and,

WHEREAS, the AUTHORITY has performed "due diligence" research and investigation and has determined to its satisfaction that CONTRACTOR is the only company that can provide the maintenance and support of the Authority's Data Server at the level of quality required to meet AUTHORITY standards; and,

WHEREAS, having verified the CONTRACTOR's unique qualifications, the AUTHORITY has determined that it is in its best interest to "sole source" the services to CONTRACTOR;

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized

representatives of the AUTHORITY, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract are as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other contractors or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract, including insurance certificates,
- 1.2 The Scope of Services (Exhibit "A"), and
- 1.3 The CONTRACTOR's Cost Proposal (Exhibit "B")

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years beginning February 1, 2015, and ending January 31, 2018. There shall be two (2) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 180 days prior to the expiration of the initial three-year Contract Term.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 120 days notice for convenience or 60 days with cure notice for cause for Contractor's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, the AUTHORITY will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, which shall not be less than ten (10) days from date of the notice, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall be liable and shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

AUTHORITY shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of the AUTHORITY, without penalty. Such termination shall be deemed a termination for default.

AUTHORITY reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the three-year Contract Term is \$1,486,747.29.

3.2 AUTHORITY agrees to pay CONTRACTOR for services performed in accordance with Exhibit "B", CONTRACTOR's Cost Proposal attached hereto.

4. AUDIT AND EXAMINATION OF RECORDS

"Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by the AUTHORITY for any purpose. "Proposal Records" shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a proposal submitted to the AUTHORITY.

AUTHORITY reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or of the CONTRACTOR or any subcontractor.

If the AUTHORITY requests access to or review of any Contract Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with AUTHORITY, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for the AUTHORITY during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for the AUTHORITY until reinstated by the AUTHORITY.

Final Audit for Project Closeout: The CONTRACTOR shall permit the AUTHORITY, at the AUTHORITY'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by the AUTHORITY

because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to the AUTHORITY upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Contract Records for the entire term of the Contract and for a period of three (3) years after all claims (if any) regarding the Contract are resolved.

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

AUTHORITY has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under the AUTHORITY'S program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services.

6. CONTRACTOR INSURANCE

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the AUTHORITY. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide the AUTHORITY with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 Commercial General Liability Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form or equivalent including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for bodily injury and property damage claims by CONTRACTOR under this agreement.

6.2 Business Automobile Liability (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

6.3 Workers' Compensation Insurance Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

6.4 Unemployment Insurance Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the

AUTHORITY from the company providing such insurance, or authorized representative and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to AUTHORITY evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by AUTHORITY.

Any insurance carried by the AUTHORITY in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide AUTHORITY with certificates of same, the AUTHORITY may obtain such policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

7. CONTRACTOR RESPONSIBILITY

7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

- (i) all employees of CONTRACTOR and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;

- (ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to areas upon which services are performed;

7.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with the Standard Operating Procedures, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY'S Drug-Free Workplace Policy; And

- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

7.3 CONTRACTOR shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, AUTHORITY, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. CONTRACTOR shall be responsible for any theft or conversion of collected funds by employees of CONTRACTOR, or arising out of the negligence or willful misconduct of CONTRACTOR;

7.5 CONTRACTOR shall immediately notify AUTHORITY of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

7.6 CONTRACTOR shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for AUTHORITY's toll operations and management services.

8. INDEMNITY

To the extent caused by the CONTRACTOR, the CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission or misconduct of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any intentional misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

8.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

8.2 AUTHORITY's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

8.3 AUTHORITY's full exercise of its rights under any license conveyed to it by CONTRACTOR,

8.4 CONTRACTOR's violation of the confidentiality and security requirements associated with the AUTHORITY Property and AUTHORITY Intellectual Property (as defined herein below),

8.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

8.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

8.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its officers, agents or employees. Notwithstanding the foregoing, CONTRACTOR's total liability for a breach of contract or warranty shall not exceed the value of this Contract. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from AUTHORITY to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

9. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the AUTHORITY. Thereafter, CONTRACTOR shall follow AUTHORITY'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct CONTRACTOR to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

10. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including

without limitation AUTHORITY Property and AUTHORITY Intellectual Property, without first notifying AUTHORITY and securing its consent in writing.

11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

Subject to any applicable license or agreement necessary for the performance of this Contract, AUTHORITY is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "AUTHORITY Property"). AUTHORITY's ownership of the AUTHORITY Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "AUTHORITY Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is the AUTHORITY's registered trademark name for the AUTHORITY's electronic toll collection system, and comprises a portion of the AUTHORITY Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use the AUTHORITY Property or AUTHORITY Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of the AUTHORITY Property and AUTHORITY Intellectual Property is without any warranty or representation by AUTHORITY regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

11.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

11.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to AUTHORITY all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

11.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the AUTHORITY's use of the CONTRACTOR Property or any license granted to AUTHORITY for use of the CONTRACTOR Intellectual Property rights; **AND**

11.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain the AUTHORITY Property and AUTHORITY Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use the AUTHORITY Property or AUTHORITY Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of the AUTHORITY Property and AUTHORITY Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

11.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by AUTHORITY, CONTRACTOR, or a third party; **or**

11.6 AUTHORITY's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

11.7 Notwithstanding sections 11.5 and 11.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 11.5 and 11.6.

12. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to AUTHORITY upon request.

13. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

CONTRACTOR acknowledges that AUTHORITY officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the AUTHORITY in accordance with the AUTHORITY's Ethics Policy. CONTRACTOR acknowledges that it has read the Ethics Policy and, to the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

14. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

15. SUBLETTING AND ASSIGNMENT

AUTHORITY has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of the AUTHORITY, which may be withheld in the AUTHORITY'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

Notwithstanding the foregoing:

15.1 CONTRACTOR may assign its rights to receive payment under this Agreement with AUTHORITY's prior written consent, which consent shall not be unreasonably withheld. AUTHORITY may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and

15.2 Subject to the right of AUTHORITY to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

(i) shall name AUTHORITY as a third party beneficiary and provide that the subcontract is assignable to the AUTHORITY (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from the AUTHORITY. Upon such event, the AUTHORITY shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of AUTHORITY, and

(ii) shall require the subcontractor to comply with all laws, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to the AUTHORITY in its sole discretion, and shall provide AUTHORITY with certificates of insurance upon request. The AUTHORITY shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to the AUTHORITY upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of AUTHORITY, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing the AUTHORITY with equal or greater protections than herein.

If, during the life of the Contract and any renewals hereof, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to the AUTHORITY at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to the AUTHORITY's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by the AUTHORITY Board. In the event of a

designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the AUTHORITY Board at its next regularly scheduled meeting.

16. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of the AUTHORITY's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the AUTHORITY Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

17. REMEDIES

In addition to any remedies otherwise available to the AUTHORITY under law, upon an uncured default the AUTHORITY shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of the AUTHORITY are required for Contract completion. All costs and charges incurred by the AUTHORITY because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to the AUTHORITY for the difference. On a Contract terminated for default, in no event shall the AUTHORITY have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for AUTHORITY's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

18. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with AUTHORITY, failing which AUTHORITY will be deemed the prevailing party for purposes of this Contract.

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to AUTHORITY (exclusive of interest, costs or expenses) on claims asserted by AUTHORITY against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 11, as well as the initial written claim (s) submitted to AUTHORITY by CONTRACTOR (disputed by AUTHORITY) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which AUTHORITY agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

Attorneys' fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to AUTHORITY through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

"Costs" shall include but not be limited to any filing fees, application fees, expert witnesses' fees, court reporters' fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to AUTHORITY, and AUTHORITY shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, AUTHORITY and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

19. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

20. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, AUTHORITY agrees to pay CONTRACTOR for work performed and materials furnished at the prices submitted with the Proposal.

21. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between AUTHORITY and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits. CONTRACTOR shall structure its relationship with its employees such that the employees may be assigned, reassigned, or transferred from one toll collection plaza to another by CONTRACTOR, upon written direction or request of AUTHORITY.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of the AUTHORITY.

Any approval by AUTHORITY of a subcontract or other matter herein requiring AUTHORITY approval for its occurrence shall not be deemed a warranty or endorsement of any kind by AUTHORITY of such subcontract, subcontractor, or matter.

22. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

23. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

23.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

23.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

23.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

23.4 Obligations upon expiration or termination of the Contract, as set forth in Section 24; and

23.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

24. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

24.1 Immediately upon expiration or termination of this Contract: CONTRACTOR shall submit to AUTHORITY a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

24.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on January 8, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: _____

SOUTHWEST RESEARCH INSTITUTE®

By: _____

Print Name: _____

Title: _____

ATTEST: _____ (Seal)

Approved as to form and execution, only.

General Counsel for the AUTHORITY

EXHIBIT A

SCOPE OF SERVICES

SOUTHWEST RESEARCH INSTITUTE®

6220 CULEBRA ROAD 78238-5166 • P.O. DRAWER 28510 78228-0510 • SAN ANTONIO, TEXAS, USA • (210) 684-5111 • WWW.SWRI.ORG

AUTOMATION AND DATA SYSTEMS DIVISION

December 11, 2014

Mr. Corey Quinn
Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

Subject: Proposal for Three-Year Extension of Support and Maintenance of the Central
Florida Expressway (CFX) Data Server;
Proposal Number 10-73017

Dear Mr. Quinn:

Southwest Research Institute® (SwRI®) is pleased to submit this proposal to the Central Florida Expressway Authority (CFX) for the CFX Data Server (ODS) project. This scope of work continues the ODS maintenance and support for three additional years. The maintenance and support activities include 24/7 issue response phone support, database administration including a database upgrade, alarm and other configuration updates, patch management, system monitoring and providing maintenance activities via support tickets. To support these activities, SwRI will provide project management and conduct monthly client review meetings. SwRI will provide the aforementioned support and maintenance activities for a period of three years anticipated to begin on February 1, 2015 and conclude on January 31, 2018.

Scope of Work – Recurring Tasks

The following scope is included as part of the proposed extension to the ODS project:

- **ODS Support Tickets**

Support tickets will be used to resolve software, communication, hardware, and other problem issues that occur. Support tickets will be tracked as Software Problem Reports (SPRs). SwRI will track the number of man-hours for each support issue. Prior to initiating effort in resolving an issue, SwRI will characterize a support ticket as being in one of the following three levels:

- Low: An issue will be considered a low level of effort if the resolution is estimated to take less than 4 hours.
- Medium: An issue will be considered a medium level of effort if the resolution is estimated to take up to 12 hours.
- High: An issue will be considered a high level of effort if the resolution is estimated to take more than 12 hours.

In accordance with the scope of services, in the event of a Critical Issue, one that impairs the production/distribution of data, SwRI may proceed with steps necessary to resolve the condition even if an Authority representative cannot be reached. This effort may continue until the problem is resolved or communication is established with an Authority representative.



Benefiting government, industry and the public through innovative science and technology

These Support Ticket funds may be used to perform additional configuration, database administration, and other support activities as needed. This task is estimated as a level of effort. Consequently, should funds be consumed prior to the end of the period of performance, additional funds will have to be added to the contract, or remaining funds from other scoped activities could be reallocated by direction from the Authority. If no remaining contract funds are available, ODS support activities will cease until funding is reestablished. SwRI will invoice the actual labor utilized in resolving support issues no matter what the provided estimate for that issue reflected.

Additionally SwRI will provide troubleshooting and support for planned hardware upgrades during the contract period. Support will be provided using ODS Support Tickets to ensure that new hardware is working properly and for installation and testing for the ODS software.

- **ODS Activity and Issue Coordination**

SwRI will notify a regional email alert list of ODS activities and issues that affect external interfaces/agencies. Notification will be sent prior to planned ODS activities. Notification will also be sent after ODS activities, or following the resolution of an issue that affected the external interfaces/agencies with a brief description of the issue, if known.

SwRI will maintain a regional email alert contact list that contains contact information for agencies who participate, maintain, and/or monitor interfaces of the ODS. SwRI staff will receive and will provide responses to requests from other agencies through Support Tickets.

- **24/7 Phone Support**

SwRI will provide 24/7 support for the CFX Data Server. Support issues will be categorized as one of the following types depending upon the nature of the issue:

- Critical: Issues that prevent the operation of core functionality of the ODS. This core functionality includes the production of travel time data for links, providing updates to travel time messages on CFX Dynamic Message Sign (DMS), and distribution of calculated data over the Center-to-Center (C2C) infrastructure. SwRI will provide support for these issues 24 hours a day, seven (7) days a week and will maintain a dedicated support phone number for establishment of support cases. SwRI support staff will respond to the support request initiator within a one-hour call-back timeframe to confirm that SwRI has received the request and has initiated an investigation into the issue. This support will be facilitated by an answering service with the ability to notify designated SwRI support staff. Time necessary to respond to critical support requests will be funded under ODS Support Tickets.
- Non-Critical: These issues are those that are not preventing the core operations of the Data Server. Non-critical issues may include activities that can be scheduled in advance, such as preventive maintenance tasks, as well as minor system errors that do not affect system stability. Non-critical issues will be

reported to SwRI during normal SwRI business hours (8:00 AM to 5:00 PM Central Time, Monday through Friday excluding SwRI holidays). SwRI will respond to the support request within eight (8) hours of its receipt or next business day. SwRI holidays will be included in the Method of Procedure (MOP) document, which will be maintained under the terms of this agreement. The MOP will contain contact information and escalation procedures for the establishment of these support cases.

For both critical and non-critical issues, SwRI will respond to the support requester and an Authority representative if they are not the support requester, acknowledging the support request and identifying whether the issue is critical or non-critical in nature. ODS Support Tickets will be used to investigate and resolve both critical and non-critical issues.

SwRI will provide the 24/7 support utilizing the following resources:

Answering Service

SwRI will use a 24/7 answering service to receive requests for support of critical issues. This answering service will allow for a consistent front-line point-of-contact for the Authority, the FDOT, or other stakeholder agencies that encounter a critical condition in the core functionality of the ODS. The answering services will continue to contact SwRI support staff until the call is acknowledged. The answering service will be accessed by a toll-free number. In addition, the Data Server Event Manager will be configured to automatically email the answering service in the event that a configured alarm for critical issues is detected by the Event Manager. The answering service will then initiate a support call to SwRI personnel to investigate the issue. Service affecting issues that are detected during SwRI business hours will first be reported using the SwRI CFX lab number (210) 522-5450, and then using the answering service in the case that SwRI staff cannot be reached via the lab number.

Support Staff

SwRI will provide support staff with working knowledge of the ODS and external interfaces as front-line support contacts for response to support requests. Support staff will be responsible for responding back to support requesters to confirm that SwRI has received a critical support call and is initiating an investigation into the issue. Also, support staff will report on the status and resolution of the issue if one is found. If a support call is initiated by the ODS Event Manager, the support staff will determine if the issue is critical in nature, and will initiate efforts to resolve the situation. In the event a critical issue is reported and cannot be resolved promptly, SwRI will contact a predefined list of Authority designated representatives. The Authority will provide the contact information for these representatives for inclusion in the MOP.

Development Staff

ODS developers will be on-call to support critical service calls escalated by support staff.

- **Database Administration**

SwRI will provide support to monitor and maintain the stability of the ODS database. This support will be performed by SwRI staff with support from SAP support. The support provided will consist of database monitoring, scheduled database administration tasks, and database support tickets.

Database Support Tickets

SwRI will utilize database support ticket funds for resolving issues affecting the function of the database. Additional database administration activities may be initiated using Support Ticket funds if approved by Authority representatives.

Database Monitoring

SwRI will utilize monitor the database system logs to minimize the loss of ODS core functionality due to database issues. Some examples of the monitored conditions include: insufficient memory allocations, transaction logs exceeding available space, and assorted performance indicators. SwRI will work towards a resolution of the issue. SwRI will contact Authority representatives concerning the issue. Efforts to resolve the condition will utilize critical Database Support tickets.

Scheduled Database Administration Tasks

SwRI will assess the database server configuration and database performance every six months as a preventative maintenance task. These activities will be scheduled in advance and occur approximately every six months.

Database administration tasks performed every six months will be funded via non-critical Database Support tickets. Database administration activities may be initiated using Support Ticket funds if approved by Authority representatives in the event that estimated funds for database support tickets are expended.

- **Patch Management**

Commercial-Off-The-Shelf (COTS) Patch Management

SwRI will perform patch management of the Sun/Solaris servers that are part of the Data Server system. Patch management refers to evaluating the Solaris operating system patches that are available and deploying them on the production and backup servers. Patching of COTS software and firmware used by the Data Server but not related to the Solaris or Windows operating systems will also be evaluated annually and applied if needed. COTS patch management will include the following tasks:

- Initial configuration of the patch management server processes to the existing SwRI-managed Data Server servers in San Antonio
- Annual patch release maintenance, which will include:
 - Identification of the recommended patch cluster.
 - Identification and, if needed, installation of COTS patches not associated with the operating systems.

- System function testing to mitigate the risk of patches compromising ODS system stability on SwRI test servers in San Antonio.
- Following successful testing, installation of patches to backup and production servers will occur.

Critical patch updates required to address important security patches or to ensure system compatibility with hardware or other required COTS software upgrades will be performed using Support Ticket funds. Additional patching activities may be initiated using Support Ticket funds if approved by Authority representatives in the event that estimated funds for patch tickets are expended.

- **System Monitoring**

SwRI will perform manual checks on the system to ensure the system is operating correctly and to detect potential system events that could result in downtime. SwRI will perform manual system checks of the Data Server two times per week, on Tuesday, and Friday. Issues discovered while performing system monitoring tasks will be investigated and resolved utilizing Support Tickets. Manual checks will include the following:

- Checking the ODS user interface
 - Ensure the interface is accessible
 - Ensure the expected links are reporting data
 - Ensure the expected DMSs are updating with travel time data
 - Check the ODS Software alarms and process integrity (restarts, errors, etc.)
- Checking regional public website
 - Ensure expected CFX and external links are reporting data
- Check remote access to primary and backup ODS servers
- In-depth DMS checks
 - Ensure that the ODS is sending DMS travel time messages asynchronously
 - Check for errors in logs
- In-depth C2C and realtime data checks
 - Check C2C data feed using Status Interface Test Client and the internet-accessible query page
 - Check realtime data
 - Check for dynamic link mismatching
- In-depth DCS tag status
- In-depth process status checks
 - Ensure no processes are late, dead, or having errors
 - Check for new abnormal alarms
- Monitoring for known ODS software issues
- Hardware monitoring including:
 - Server disk space and memory usage

- Status of disk and tape array
- Testing 24/7 Message Service Response:
 - Send test alarm and ensure proper response from 24 / 7 message service
- Check automated scripts :
 - Ensure automated scripts are running properly and producing results.

Additional system monitoring activities may be initiated using Support Ticket funds if approved by Authority representatives in the event that estimated funds for system monitoring are expended.

- **Server Hardware and Device Troubleshooting**

Data Server Hardware Troubleshooting

SwRI will provide troubleshooting support for Data Server hardware failures as requested. Support will include participating in coordination teleconferences, working with SAP and/or the Authority to open a hardware repair case with SAP, and testing to ensure that hardware repairs were successful. For additional coordination support required beyond what SwRI estimated in this proposal, Support Ticket funds will be utilized. However, if more coordination support is required beyond what SwRI estimated in this proposal, SwRI will seek approval before exceeding that level of effort. SwRI will track the number of man-hours for all Data Server hardware troubleshooting support as critical support tickets.

DCS and DMS Troubleshooting

SwRI will provide troubleshooting support for CFX Data Collection Sensor (DCS) or CFX DMS failures as requested. Support will include participating in coordination teleconferences, querying the Data Server's database for DCS and DMS data, retrieving and distributing Data Server log data, and general troubleshooting efforts to resolve CFX DCS and CFX DMS failures as non-critical support tickets.

SwRI will track the number of man-hours for all troubleshooting support provided to resolve CFX DCS or CFX DMS failures. Additional device troubleshooting activities that exceed the original SwRI estimate will use Support Ticket funds.

- **Additional Development**

SwRI will provide support to complete small development tasks on an as needed basis. These tasks will be defined as development updates outside of the normal scope of regular support. Additional time need to complete this development, as well as additional development requests during the period of the contract, will be tracked in separate task work orders and will utilize Support Ticket funds.

- **One Time Tasks**

Planned Upgrade to Sybase ASE 15

The current version of Sybase (ASE 12.5.4) was set to end of life on December 31, 2009, thus SwRI will need to upgrade Sybase to the newest recommended version of

Sybase sufficient to support the project through and beyond the contracted period of performance. SwRI will utilize Sybase Migration Services to assist in the upgrade. SwRI will first upgrade the test servers located at the SwRI facility, then the backup servers located at Hiawasse, and finally the production servers located at CFX Headquarters. Licenses and support for the new installation will be purchased for this effort as well.

Thorough testing will be performed on the upgraded database at each facility before upgrading the database at the next facility. As part of the testing, SwRI will work with Sybase to ensure database performance allows the system to operate effectively. Sybase upgrade activities may be initiated using Support Ticket funds if approved by Authority representatives in the event that estimated funds for the database upgrade are expended.

- **Project Management**

SwRI's Project Manager will work with the Project Manager designated by the Authority on decisions that affect SwRI's participation in the Data Server project. However, the final direction on matters concerning this project will remain with CFX's Project Manager.

Key Personnel

SwRI will identify key project staff to the Authority. SwRI will make no changes to the SwRI Project Manager role without written notification and approval from CFX. SwRI will notify the Authority of any other changes in key project staff.

Current key personnel are listed below:

Project Manager and Technical Lead: Clay Weston (Professional Level 2)

System Administrator: Paul Villela (Senior Technician)

Schedule

The following list represents the major project milestones:

- Notice to Proceed (per the scope of services, a start date of February 1, 2015, is assumed)
- Monthly Status Meetings: 39 status meetings to correspond with SwRI billing periods and Status Report generation
- COTS Patch Releases: Deploying planned software patches for COTS software annually
- ODS Patch Releases: Development, testing, and deployment of ODS software patches and/or enhancements annually.

The schedule, to be delivered prior to the first status meeting, will provide 20 calendar days for Authority review of all submittals and 15 calendar days for Authority review of re-submittals. SwRI may continue project efforts while submittals are being reviewed. It is understood that doing so does not relieve SwRI of the responsibility to answer and incorporate review comments into the project, nor does it entitle SwRI to additional compensation as a result of making changes due to review comments. If the CFX

submittal review time is exceeded, SwRI will not assume that the submittal is approved without comment. However, schedule adjustments will be made if the CFX review time is exceeded.

When there is an actual or potential delay in the schedule or if SwRI proposes to change the sequence or duration of any activities, an updated schedule and accompanying narrative will be submitted to CFX for approval.

Meetings and Progress Reporting

SwRI will participate in Status Meetings once per each four-week period. Two business days prior to all status meetings, SwRI will submit a status report and updated SPR Log for review. The status report will include uptime statistics for the ODS, a chart showing cumulative invoiced dollars versus budget to date, an updated list of issues, action items, and risks with status and required resolution dates. Status meetings will include the review and discussion of the status report and updated SPR Log. SwRI will submit minutes of these meetings to CFX within five business days after the status meeting. Travel is included for six separate on-site client review meetings. Each meeting will consist of two project team members for a one night trip to and from CFX headquarters.

SwRI will continue to maintain an Action Item database. This database will be used to support the closure of action items in a timely manner. SwRI will continue to maintain a Risks database. This database will be used to track the progress of risks associated with success of the project.

Project Submittals

SwRI will be responsible for making submittals to CFX for review. CFX's review time will start when required deliverables for each submittal have been received and end with the return shipping of the review comments.

SwRI will continue to provide documents for review and submittal in the manner which we have in the past. This includes an editable format (depending upon the type of document) and an Adobe Acrobat (.pdf) format file. For those documents whose size exceeds the limits on stakeholders' mail applications, SwRI will request assistance from the Authority or Authority representative to distribute documents via their established file distribution application.

Invoice Submittal

SwRI will provide backup documentation with invoices that contain detailed invoicing information to the Authority. The backup documents will contain the same information, in the same form as currently provided. The following information will be included:

- Amount of the current invoice
- Amount invoiced to date
- Contract limiting amount
- Percent of the contract limiting amount invoiced to date
- Balance (contract limiting amount minus the amount invoiced to date)
- Retainage percentage

- Fee percentage - for Direct Costs, such as 24/7 answering service

The invoice backup information will include the number of hours billed per labor category. In addition, average hourly rates per labor category for the billing period will be included with the original invoice delivered to the Authority.

In the event that estimated funds for generation of the detailed invoice backups are expended, SwRI is authorized to continue generation of the invoice support materials utilizing Support Tickets.

- **Maintenance Documentation and Updates**

SwRI will update the MOP Document and SPR Log during this maintenance period. SwRI will maintain notes for other documentation updates required due to ODS software patches, other software changes, or COTS software updates/changes made within this maintenance period. These notes will be used for official documentation updates required for the next release of the ODS.

Method of Procedures Document Updates

SwRI will submit an updated version of the MOP as needed during the life of this maintenance period. Updates will reflect changes in procedures, updated contract information, and updates based on the Authority's comments/recommendations. SwRI has budgeted for one update to occur during the maintenance period. If additional updates of the MOP are needed, Support Ticket funds will be utilized.

Software Problem Report Log Updates

SwRI will maintain and resubmit an updated SPR Log to correspond with each invoicing period. The updated SPR Log will be submitted prior to the status meeting. SwRI will review the SPR Log with the Authority during the status report meeting. SwRI will update the SPR Log according to the current status of the issues and in accordance with recommendations of the Authority.

- **CFX Responsibilities**

The Authority will provide the following to assist SwRI in the monitoring and maintenance of the Data Server:

- VPN Access: The Authority will provide SwRI with VPN access to the primary and backup ODS servers, located at CFX Headquarters and the Hiawasse mainline plaza, respectively. VPN access will be subject to availability.
- Oracle Hardware Maintenance: The Authority will ensure that the Data Server's Oracle servers are covered under a maintenance agreement with Oracle. Should the Oracle hardware become end of life and not supportable by Oracle, CFX will be responsible to procure new hardware or provide on-going hardware maintenance support.
- Windows Hardware Maintenance: The Authority will ensure that the Data Server's C2C Windows Servers are maintained and will provide support to resolve hardware issues.

- Coordination Delegates: The Authority will designate a delegate(s) for coordination of maintenance activities, coordination with Sun, coordination with DCS troubleshooting, and coordination with DMS troubleshooting.
- Maintenance Windows: The Authority or Authority representative will define maintenance windows for support activities. Maintenance windows will require coordination with FDOT if the activity will interrupt the provision of travel times from the ODS to FDOT.

Cost Summary

The following table outlines the budget allocations for the tasks that are part of this proposal. SwRI understands that the total cost is a not-to-exceed limiting amount that will be added to the current not-to-exceed limiting amount of the ODS project. If the required level of effort for any particular category of support exceeds the estimated level of effort for that category, the Authority may authorize work to continue under the Support Ticket funding. If the contract ceiling is reached prior to the end of the period of performance, work will cease until the contract is amended with additional funding.

Task	Total Cost
Support Tickets	\$768,708
24/7 Phone Support	\$28,952
Database Administration	\$49,449
COTS Patch Management	\$38,013
System Monitoring	\$69,358
Server Hardware/Device Troubleshooting	\$113,200
Additional Development	\$95,476
Project Management	\$207,976
Sybase Upgrade	\$115,615.29
Total	\$1,486,747.29

It is assumed all support will be provided remotely from the SwRI facilities in San Antonio. If on-site travel is required, trip expenses will utilize Support Ticket funding.

Schedule

The period of performance for this proposal will be three years from the notice to proceed.

Mr. Corey Quinn
Proposal No. 10-73017
December 11, 2014
Page 11

Summary

The total cost for the tasks included in this proposal is \$1,486,747.29 as detailed in the attached cost proposal. If you have any questions or comments, please contact me at (210) 522-2954 or by e-mail at clay.weston@swri.org. Contractual questions or concerns should be directed to Ms. Patty Cade at (210) 522-2397 or by e-mail at patty.cade@swri.org.

Sincerely,



Clay Weston
Sr. Research Analyst
Transportation Management Systems Section
Intelligent Systems Department

Approved by:



Susan B Crumrine
Vice President
Automation and Data Systems Division

CW/cp

Attachment


cc: Josh Johnson
Steve Dellenback Ph.D., PMP 
John Hope (Atkins)

EXHIBIT B

COST PROPOSAL

Proposal: 10-73017B, Ver. 0

RFQ Ref.:

Proposal Manager: Clay Weston

Rate Tables: SWRI COMMERCIAL -
FULLY-LOADED

Southwest Research Institute

Client: Central Florida Expressway Authority (CFX)

Summary Cost Breakdown - Attachment A

Proposal Number: 10-73017B

Date: 12/10/2014

Time: 2:11:34 PM

Page: 1

Burden thru ***MHB

Period of Performance: 02/2015 - 01/2018

TASK ID:

001

Total Program

MHB = Materials and Handling Burden

Resource - Description

LABOR

B10PL3-TM - Professional Level 3	210.50	57,866.45
Rate		274.90
C10PL2-TM - Professional Level 2	3,113.00	608,716.02
Rate		195.54
D10PL1-TM - Professional Level 1	356.00	52,655.96
Rate		147.91
E10ST-TM - Senior Technical	5,906.00	656,451.90
Rate		111.15
G10C-TM - Clerical	8.00	706.96
Rate		88.37

TOTAL LABOR Hours/Cost	9,593.50	1,376,397.29
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MATERIAL

SUB - Subcontracting		71,101
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TOTAL MATERIAL Cost		71,101
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OTHER

OTHER - Other Direct Costs		21,840
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TOTAL OTHER Cost		21,840
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TRAVEL

TRAVEL - Travel		17,409
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TOTAL TRAVEL Cost		17,409
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Total Estimated Cost		1,486,747.29
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Estimated Cost		1,486,747.29
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Southwest Research Institute ©

Use or disclosure of this cost/pricing data is subject to the restrictions set forth in this proposal.

**Southwest Research Institute
Schedule of Billing Rates
SwRI Proposal No. 10-73017B**

<u>Direct Labor</u>	<u>Hourly Rate</u>
Professional Level 4	\$381.17
Professional Level 3	\$274.90
Professional Level 2	\$195.54
Professional Level 1	\$147.91
Senior Technician	\$111.15
Technician	\$99.87
Clerical	\$88.37

Contract will abide by Florida Public Records Law,
Chapter 119 of the Florida Statutes

SwRI PROPRIETARY

TASK: 001

<u>Company</u>	<u>Service</u>	<u>Unit</u>	<u>Amount</u>
Answer.NET	24/7 Answering Services	*Month	\$7,111.65
Sybase	Migration Services	**T.E.C.	\$ 40,628.62
Sybase	ASE Small Business Edition License	**T.E.C.	\$ 11,737.87
Sybase	Support for Sybase 15.x	**T.E.C.	\$ 3,779.02
Sybase	Support for Sybase 15.x	**T.E.C.	\$ 3,873.50
Sybase	Support for Sybase 15.x	**T.E.C.	\$ 3,970.33
Subtotal Subcontracting			\$71,101.00

* Amount is based on 36 months of service with an average charge of \$197.54583

** Total estimated cost for one time effort.

Sybase Subcontracting amounts are calculated by using the total quote amount x's CPI (2.5%) x's MHB (4.2%)

ex. Answer.NET	$\$6,825 \times 4.2\% = \$7,111.65$
Sybase Migration	$\$38,040 \text{ (Quote)} \times 2.5\% \text{ (CPI)} = \$38,991 \times 4.2\% \text{ (MHB)} = \$40,628.62$
Sybase Small Business License	$\$10,990 \text{ (Quote)} \times 2.5\% \text{ (CPI)} = \$11,264.75 \times 4.2\% \text{ (MHB)} = \$11,737.87$
Sybase Support	$\$1,208.90 \text{ (Quote)} \times 3 \text{ licenses} = \$3,626.70 \times 4.2\% \text{ (MHB)} = \$3,779.02$
Sybase Support	$\$3,626.70 \times 2.5\% \text{ (CPI)} = \$3,717.37 \times 4.2\% \text{ (MHB)} = \$3,873.50$
Sybase Support	$\$3,717.37 \times 2.5\% \text{ (CPI)} = \$3,810.30 \times 4.2\% \text{ (MHB)} = \$3,970.33$

Support compounded over 3 years

MHB = Materials and Handling Burden

For explanation of Sybase upgrade, see "One Time Tasks" section (pages 6-7) of the attached Scope of Work

December 10, 2014

OTHER DIRECT COST BREAKDOWN

Proposal Number: 10-73017B

TASK: 001

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Primary 24/7 On Call Support	156 weeks	\$ 80.00	\$ 12,480.00
Backup 24/7 On Call Support	156 weeks	\$ 60.00	\$ 9,360.00
			\$ -
			\$ -
Subtotal Other Direct Costs			\$ 21,840.00

For explanation of 24/7 on call support, see "24/7
Phone Support" section (pages 2-3) of the attached
Scope of Work

Southwest Research Institute®

Use or disclosure of this proposal data is subject to the restrictions on the title page.

Proposal No. : 10-73017B RFP No:		Southwest Research Institute Client: Central Florida Exprwy Authority Title: CFX Data Server Maintenance Travel Breakdown - Attachment A	Manager: Clay Weston Date: 12/10/2014
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<u>Task</u>	<u>Purpose</u>	<u>Destination</u>	<u>No. Staff Per Trip</u>	<u>No. Days Per Trip</u>	<u>Air Fare</u>	<u>Lodging Rate</u>	<u>M&IE Rate</u>	<u>Car Rental Rate</u>	<u>Misc*</u>	<u>Total Cost per Trip</u>	<u>No. Trips</u>	<u>Travel Total</u>
Trip 1	Onsite Client Meeting	Orlando, FL	2	2	\$ 500.00	\$ 150.00	\$ 56.00	\$ 75.00	\$ 50.00	\$ 2,074.00	3	\$ 6,222.00
Trip 2	Onsite Client Meeting	Orlando, FL	3	3	\$ 500.00	\$ 150.00	\$ 56.00	\$ 75.00	\$ 50.00	\$ 3,729.00	3	\$ 11,187.00
			1	1						\$ -	1	\$ -
			1	1						\$ -	1	\$ -
											Subtotal Travel	\$ 17,409.00

Trip 1

Airfare estimates are \$500 x No. of staff = ex. 500 x 2 = \$1,000

Lodging rate is calculated by No. of days x No. of Staff = ex. \$150*2*2=\$600

M&IE rate is calculated by No. of days x No. of Staff = ex. \$56*2*2=\$224

Car rental estimates are \$75 x No. of days = \$75*2 = \$150

Miscellaneous estimates include fuel for car rental, baggage fees, parking, cab fares, bus/rail passes, etc. and are calculated by No. of staff = ex. \$50*2 = \$100

Multiply total x's the No. of trips = \$1,000+\$600+\$224+\$150+\$100*3 trips = \$6,222

Trip 2

Airfare estimates are \$500 x No. of staff = ex. 500 x 3 = \$1,500

Lodging rate is calculated by No. of days x No. of Staff = ex. \$150*3*3=\$1,350

M&IE rate is calculated by No. of days x No. of Staff = ex. \$56*3*3=\$504

Car rental estimates are \$75 x No. of days = \$75*3 = \$225


Miscellaneous estimates include fuel for car rental, baggage fees, parking, cab fares, bus/rail passes, etc. and are calculated by No. of staff = ex. \$50*3 = \$150

Multiply total x's the No. of trips = \$1,500+\$1,350+\$504+\$225+\$150*3 trips = \$11,187

Note that costs presented are for estimating purposes only. Florida Statute 112 will be followed for any invoicing for reimbursement by CFX.

MEMORANDUM

To: Claude Miller
Director of Procurement

From: Corey Quinn, P.E. 
Director of Expressway Operations

Date: December 17, 2014

Re: **Renewal of Southwest Research Institute O&M Support Contract**
CFX Data Server, Contract No. ~~000678~~ 001068

As the original software designers of the CFX Data Server travel time system, Southwest Research Institute (SwRI) is uniquely qualified to provide maintenance and support. SwRI has performed well over the life of the maintenance and support contract, ensuring an average uptime of 99.9%. This high availability provides reliable travel time information to Authority customers on a 24/7 basis displayed on the Authority's Dynamic Message Signs (DMS) that are located system wide. Our travel time data is also displayed through FDOT's public website for real time distribution as a value to our customers. The following logic documents our reasoning for sole source justification:

- The Authority has very high expectations regarding the accuracy and reliability of the travel time information it provides to its customers. Since Dynamic Message Signs are strategically located at key travel decision locations on our system, decision-quality travel time information is part of the value Authority customers receive for their toll. Because of CFX's high quality and up time expectation, it is critical for the Authority to select the most qualified contractor possible to provide operations and maintenance (O&M) services on for the Data Server.
- SwRI is the most qualified contractor to perform data server O&M support for the following reasons:
 - SwRI is the author of the data server computer code. As such, they possess the skills and institutional knowledge to necessary to maintain the software and database structure of this complex and specialized system efficiently.
 - SwRI is also the author of Transguide, which was the source of the original computer code for the Authority's Data Server. SwRI has deep institutional knowledge regarding the origins and composition of the base source code used by the Authority's travel time system, which allows them to troubleshoot software issues in the most efficient manner.
- SwRI has performed exceptionally well in their Data Server O&M responsibilities, particularly in terms of Data Server system up-time. Over the past twelve months, Data Server system availability has ranged from a low of 99.617% to a high of 99.988%, 24 hours per day, 7 days per week. This allows continuous travel time information.

Based on the above and the attached documentation, I am reaffirming that the justification for sole source designation presented in November 2002 is still valid and requesting that the exemption be approved for this contract.

Attachments

cc: C. Lattimer, PE, PMP, Atkins
J. Hope, Atkins

MINUTES
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
BOARD MEETING
July 23, 2003
9:30 a.m.

Board Members Present: Allan Keen, Chairman
Orlando Evora, Vice Chairman
Arthur Lee, Secretary-Treasurer

Board Member Participating
By Telephone: Michael Snyder, Ex-Officio Member

Board Members Absent: Richard Crotty, Ex-Officio Member

Directors Present: Harold Worrall, Executive Director
Joseph Berenis, Deputy Executive Dir./Dir. of Engineering
Joann Chizlett, Director of Information Technology
Ben Dreiling, Director of Construction and Maintenance
Jorge Figueredo, Dir. of Operations, Communication & Marketing
Terri Slack, Chief Financial Officer

Others Present: Ken Wright, Shutts & Bowen
Robert Paulsen, PBS&J
Darleen Mazzillo, Recording Secretary
(See Exhibit "A" for others in attendance)

A meeting of the Orlando-Orange County Expressway Authority was held on Wednesday, July 23, 2003 at 525 South Magnolia Avenue, Orlando, Florida. Chairman Allan Keen called the meeting to order at 9:30 a.m.

APPROVAL OF MINUTES

The minutes of the June 25, 2003 board meeting were presented for approval.

A motion was made by Mr. Evora and seconded by Mr. Lee to approve the June 25, 2003 minutes as submitted. The motion carried with four members voting AYE by voice vote; Mr. Crotty was not present.

CONSENT AGENDA

1. Approval to enter into contract with the East Central Florida Regional Planning Council to facilitate a Working Group to provide input on the proposed Northern Extension of SR 429
2. Approval of extension to Legislative Lobbying Services Contract with Paul Bradshaw for a one-year period
3. Approval to enter into a supplemental agreement with Pecora & Pecora for additional costs related to the SR 408 Widening Public Information Project and Summer E-PASS Promotion
4. Approval of one-year renewal of contract with Universal Staffing Employment, Inc.
5. Approval of payment to offset increased medical coverage costs for Universal Staffing Employment, Inc.
6. Approval to renew contract for a one-year term with Xtranet, Inc. for Wide Area Network Consultant Services
7. Status of Right-of-Way Activities
8. Authorization to enter into contract with Dyer, Riddle, Mills & Precourt, Inc. for Final Design Services for Project 253C (SR 408 Widening – Conway Rd. to Oxalis Ave.)
9. Authorization to enter into Supplemental Agreement with PBS&J for GEC Control Survey and Aerial Mapping Services for the Maitland Extension from SR 429 to US 441
10. Authorization to enter into Supplemental Agreement with Dyer, Riddle, Mills & Precourt, Inc. for additional final design services on Project 252B (SR 408 Widening – Hiwassee Rd. to Tampa Ave.)
11. Approval to enter into contract with Southwest Research Institute to prepare design, specifications and acceptance test plan for the OOCEA Data Server Project
12. Authorization to enter into Supplemental Agreements for the following construction projects:
 - ~ Contract 716A Transportation Safety Contractors
 - ~ Contract 903 Jones Bros.
 - ~ Contract 719 Trans Tech Electric, L.P.
13. Authorization to enter into contract with the University of Central Florida – Center for Advanced Transportation Systems Simulation for evaluation of benefits to traffic operations from the Holland West Mainline Plaza Open Road Tolling Project
14. Authorization to enter into negotiations with Metric Engineering, Inc. for CEI Services for Project 252B (SR Widening from Kirkman Rd. to Tampa Ave.)

Mr. Evora stated that he would abstain from voting on Consent Agenda Item #11, due to his firm's representation of Southwest Research. (Memorandum of Voting Conflict attached as Exhibit "B").

A motion was made by Mr. Evora and seconded by Mr. Synder to approve the Consent Agenda, with the exception of item #11. The motion carried with four members voting AYE by voice vote; Mr. Crotty was not present.



ORLANDO - ORANGE COUNTY

525 SOUTH MAGNOLIA AVENUE, ORLANDO, FLORIDA 32801-4414
TELEPHONE (407) 316-3800 • FAX (407) 316-3801 • WWW.OOCEA.COM

MEMORANDUM

TO: Members of the Board
Orlando-Orange County Expressway Authority
525 S. Magnolia Avenue
Orlando, FL 32801

FROM: Ben Dreiling, P.E.
Director of Construction and Maintenance

DATE: July 15, 2003

RE: Phase I Expressway Management System
OOCEA Data Server – Authorization to Design

Authorization is requested to enter into a contract with Southwest Research Institute to prepare the design, specifications and the acceptance test plan for the OOCEA Data Server Project for a fee not to exceed \$475,000.00.

The Board previously authorized staff to enter into negotiations with Southwest Research Institute for the Data Server Project in November 2002. The Data Server will provide the traffic data collection system required to support incident management and traveler information for the OOCEA Expressway System. Based on several negotiations sessions and proposals from Southwest Research Institute it has been determined that the most feasible method to accomplish the Data Server implementation is a two stage process. The first step is to prepare the complete design including all plans, specifications and the acceptance test plan to be followed by a separate implementation/ installation project. Staff has completed successful negotiations with Southwest for the first step (design) and request authorization to execute a contract with Southwest for the design services only at this time.

Your approval will be appreciated.

BD/LAG/ch

cc: Harold W. Worrall
Joe Berenis
Mike Bierma, PBS&J
L. A. Griffin
Matt D'Angelo, PBS&J

ALLAN E. KREN
Chairman

ORLANDO L. EVORA
Vice Chairman

ARTHUR J. LEE
Secretary/Treasurer

RICHARD T. CROTTY
Ex Officio Member
Orange County

MICHAEL SNYDER, P.E.
Ex Officio Member
Florida Department of
Transportation

HAROLD W. WORRALL, P.E.
Executive Director

MINUTES
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
BOARD MEETING
November 15, 2002

Board Members Present: Allan Keen, Chairman
Orlando Evora, Vice Chairman
James Pugh, Secretary-Treasurer

Members Absent: Michael Snyder, Ex-Officio Member (participated by phone for
Consent Agenda approval)
Richard Crotty, Ex-Officio Member

Directors Present: Harold Worrall, Executive Director
Jacqueline Barr, Dir. of Bus. Development & Human Resources
Joseph Berenis, Deputy Executive Director/Dir. of Engineering
Ben Dreiling, Director of Construction and Maintenance
Jorge Figueredo, Dir. of Operations, Communication & Marketing
Teresa Slack, Chief Financial Officer

Others Present: Ken Wright, Shutts & Bowen
Mike Bierma, PBS&J
Darleen Mazzillo, Recording Secretary
(See Exhibit "A" for others in attendance)

A meeting of the Orlando-Orange County Expressway Authority was held on Friday, November 15, 2002 at 525 South Magnolia Avenue, Orlando, Florida. Chairman Allan Keen called the meeting to order at 9:30 a.m.

APPROVAL OF MINUTES

The October 23, 2002 board meeting minutes were presented for approval. **A motion was made by Mr. Evora and seconded by Mr. Pugh to approve the October 23, 2002 minutes as submitted. The motion carried with Mr. Keen, Mr. Evora and Mr. Pugh voting AYE by voice vote; Mr. Snyder and Mr. Crotty were not present.**

CONSENT AGENDA

1. Approval of Settlement for Parcel 61-148/152 (Florida Auto Auction) – Western Beltway Part A
2. Approval to serve Offer of Judgment for Parcel 112A (Butts) – Western Beltway Part C

3. Approval of Settlement for Parcel 118/118 Part A (Mullens) – Western Beltway Part A
4. Approval to serve Offer of Judgment for Parcel 119/119 Part A (Butts) – Western Beltway Part C
5. Approval to serve Offer of Judgment for Parcel 903-114 (Conway) – Goldenrod Road Extension
6. Approval of Settlement for Parcel 903-115 (Commercial Pools) – Goldenrod Road Extension
7. Approval of Settlement for Parcel 903-118/127 – Goldenrod Road Extension
8. Approval of Settlement for Parcel 903-121 (Hansman/Slind) – Goldenrod Road Extension
9. Approval of revision to Employee Health Care Allowance Benefit
10. Approval for selection of Cody & Associates, Inc. to do Human Resources Audit and Salary Survey
11. Approval to enter into Supplemental Agreement with Alliance Data Systems to Extend the Current Contract for Credit Card Processing
12. Approval for payment of Increased Medical Cost for Universal Staffing Employment, Inc.
13. Status of Right-of-Way Activities
14. Authorization to purchase Prefabricated Toll Booths for the University Mainline Plaza (Contract 109)
15. Authorization to enter into contract negotiations with Southwest Research Institute to develop the OOCEA Data Server
16. Authorization to enter into Supplemental Agreement with PBS&J for services required to perform OOCEA Website GIS Application Development
17. Authorization to enter into Supplemental Agreement with HDR Engineering for ITS Design Consultant Services for Contract No. 719 (Phase 1 Expressway Management System)
18. Authorization to enter into the First Amendment to the Contract with Martin K. Eby Construction Company (Project 109 – SR 417 Improvements & University Express Toll Plaza)
19. Approval of Supplemental Agreements for the following construction contracts:

Contract 570	Middlesex Corp.
Contract MCP-001	Gomez Construction Co.
Contract 308	Southland Construction, Inc.
Contract 600	Granite Construction Co.
Contract 654B	CDS Sitework & Trucking, Inc.
Contract 656A	Southland Construction Co.
Contract 903B	Jones Bros., Inc.
Contract 903C	D.J. Haycock Construction
20. Award of Contract to Fossitt Groundwork, Inc. for Contract 02-156 (Slope & Shoulder Repair)
21. Award of Contract to C.E.M. Enterprises, Inc. for Contract 02-157 (Emergency Response for Debris Removal)

(Mr. Snyder called in at this time – approximately 9:40 a.m.- to approve the following three Consent Agenda items)

Mr. Evora stated that he would abstain from voting on the following three items, due to conflicts with his firm's representation of the firms (Memorandum of Voting Conflict attached as Exhibit "C"):

- ~ Item #15 Authorization to enter into contract with Southwest Research Institute
- ~ Item #19 Approval of Supplemental Agreement with CDS Sitework & Trucking, Inc. (Contract 654B)
- ~ Item #22 Award of contract to Bob's Barricades (Contract 02-158)

A motion was made by Mr. Pugh and seconded by Mr. Snyder (via phone) to approve Consent Agenda items #15, #19 (Contract 654B only), and #22. The motion carried with Mr. Keen, Mr. Pugh and Mr. Snyder voting AYE by voice vote. Mr. Evora abstained from voting and Mr. Crotty was not present.

(After these items were approved, Mr. Snyder ceased his participation in the meeting.)

A motion was made by Mr. Evora and seconded by Mr. Pugh to approve the Consent Agenda, with the exception of #15, #19 (Contract 654B only), and #22, and including the addition of #24 and #25. The motion carried with Mr. Keen, Mr. Evora and Mr. Pugh voting AYE by voice vote; Mr. Snyder and Mr. Crotty were not present.

CHAIRMAN'S REPORT

Chairman Keen reported on the following activities during the past month:

- On October 23 he made a presentation at the "Roads to Trails" meeting at the Orlando-Sanford Airport. The meeting was attended by Congressman Mica and Mayor Glenda Hood.
- On October 28 he and Dr. Worrall had dinner with our legislative lobbyist to discuss our legislative efforts for 2003.
- On October 30 he attended the first Wekiva Task Force meeting. There are eight more meetings scheduled before the deadline of January 15. The first meeting was very well attended.
- On November 1 he met with Bill Fredrick, Chairman of the Orange County Transportation Commission.
- On November 1 he also met with OOCEA staff and Dr. Worrall for an update on future projects.
- On November 8 he met with OOCEA staff and Dr. Worrall regarding the Wekiva Task Force.
- On November 13 he did not attend the Metroplan Orlando meeting.
- This morning he attended the Finance Committee meeting.




ORLANDO - ORANGE COUNTY

525 SOUTH MAGNOLIA AVENUE, ORLANDO, FLORIDA 32801-4414
TELEPHONE (407) 316-3800 • FAX (407) 316-3801 • WWW.OOCEA.COM

MEMORANDUM

TO: Authority Board Members

FROM: Ben Dreiling, Director of Construction & Maintenance 

DATE: November 1, 2002

RE: Phase 1 Expressway Management System
OOCEA Data Server - Authorization to Sole Source


The Phase 1 Expressway Management System will initially focus on incident management and traveler information systems. The Systemwide Traffic Data Collection project described in the Five-Year Work Plan will provide the data collection system required to support these Intelligent Transportation Systems (ITS) functions. This project includes a central information system, or OOCEA Data Server, that facilitates the data processing and control functions that link and overarch the collection and dissemination of data.

Rather than developing the OOCEA Data Server from scratch, commercially available data servers that leverage toll transponders for data collection are available. Authority staff have evaluated these servers, and concur with the General Engineering Consultant's recommendation to select the TransGuide Data Server used in San Antonio and developed for the Texas Department of Transportation by Southwest Research Institute. Southwest Research Institute is an independent, nonprofit, applied engineering and physical sciences research and development organization. As described in the attached analysis developed by the General Systems Consultant, Southwest Research Institute is the best selection for the system integration services necessary to develop the OOCEA Data Server. Authority staff recommends dispensing with a competitive bid process and entering into contract negotiations with Southwest Research Institute to port and customize the TransGuide Data Server.

It is requested that the Authority authorize staff to enter into contract negotiations with Southwest Research Institute to develop the OOCEA Data Server.

BD:cg

Attachment

cc: Harold W. Worrall 
Joseph A. Berenis
Terri Slack
L.A. Griffin
Matt D'Angelo, PBS&J
Consent Agenda, 11/02

ALLAN E. KEEN
Chairman

ORLANDO L. EVORA
Vice Chairman

JAMES H. PUGH, JR.
Secretary/Treasurer

RICHARD T. CROTTY
Ex Officio Member
Orange County

MICHAEL SNYDER, P.E.
Ex Officio Member
Florida Department of
Transportation

HAROLD W. WORRALL, P.E.
Executive Director

Justification for Sole Source Procurement of Software Porting, Installation and Customization Services from Southwest Research Institute

I. Definition of the ITS Project Phase I and the TransGuide Software from Texas DOT

A. ITS Master Plan initial focus on Incident Management and Traveler Information Systems

The Authority's ITS Master Plan covers a wide spectrum of new initiatives that will enhance customer service, support safety issues and planning for improved customer mobility. In a software evaluation report by PBS&J specific needs were defined **"that were matched against ITS Solutions, known as market packages. The market packages were aggregated into a number of candidate projects that were evaluated based upon benefit to the customer, visibility to the customer, operational efficiency improvement, project cost, and feasibility."**

Among the three major elements of the Phase One ITS deployment is a Systemwide Traffic Data Collection function that will provide baseline support for the entire phase. The PBS&J report states that the Systemwide Traffic Data Collection project will **"leverage existing data available in the electronic toll collection system (ETC) as well as data from supplemental non-revenue transponder reader sites deployed at strategic locations on the expressway system."** The analysis of these requirements for a Systemwide Traffic Data Collection project have been defined for both software and hardware functions.

Specific requirements for the OOCEA Data Server are defined to provide a central information system to support data processing and control functions for computation and communications. The definition of these requirements was the basis of an industry search for existing software packages to facilitate OOCEA's needs. From this study and subsequent pilot test of the software concepts, OOCEA and PBS&J analyzed an existing software package and proved that it very closely approximated the defined requirements. This evaluation applied technical criteria to identify a data server (hardware and software) that met the requirements of the OOCEA's total needs. Further, licensing requirements, ownership of code, quality of system documentation, portability and lifecycle costs were applied to the evaluation to assure the study team that all conversion and cost issues were fully explored.

B. Feasibility and Cost Benefit Analysis conducted to determine overall viability of the software for the Authority.

This study encompassed the analysis and evaluation of two other systems that perform functions similar to the TransGuide System. These other systems were too costly and required too much customization to serve OOCEA's needs cost effectively. The greatly increased modification required of these other systems would also increase the risk of failure to achieve the required goals. The license costs for one of the software applications (TRANSMIT/TRANSCOM) was a total of \$200,000 before modifications. The other application's license cost was not quoted by the developer; they indicated that there was a fee.

The packages analyzed, other than the TransGuide package, would require extensive modification to achieve the OOCEA requirements. The TRANSMIT/TRANSCOM vender quoted the estimated cost of modification to achieve the OOCEA requirements at between \$1,000,000 and \$1,500,000. The other vender would not give an estimate but did indicate that the modifications to their system would be significant and costly. The TransGuide license from TxDOT is free with the provision that they are given any changes that the licensee makes to the system. Also, the study showed that the Trans Guide System could be ported and used by OOCEA with very little modification whereas the other two required extensive costly modification.

The PBS&J study states "The TransGuide Data Server ranked highest among the three candidates. TransGuide met most of the technical requirements of the OOCEA Data Server. Also, the TransGuide Data Server has a significantly advantageous business model since it is owned by TxDOT and available to any public agency via a free license with TxDOT. Procurement costs are reduced tremendously since they are confined to the customization required to port the data server to another agency and the addition of any functionality desired but not currently supported. The recommendation is to pursue the licensing and customization of the TransGuide Data Server to support the Systemwide Traffic Data Collection project."

C. TransGuide was selected because it:

1. Has system functionality that most closely approximate the needs of OOCEA;
2. License from TxDOT free of charge;
3. Has very thorough documentation;
4. Has been ported to Georgia 400 Toll Road successfully;
5. System is in use and operating successfully;
6. System is scalable.

II. Detail Definition of the Traffic Data Collection Server and Requirements for Installation, Porting and Customization

A. General Description of what the software does

The OOCEA Data Server will process the transactions from ETC and supplemental Automatic Vehicle Identification (AVI) data sources on the OOCEA Toll System. The PBS&J study describes the system functionality as **"This data server will be required to interface all data collection components, normalize the data into a usable format for traffic management and traveler information, and disseminate a traffic "picture" to multiple dissemination devices (e.g. Dynamic Message Signs) or private information service providers. The data server will also be required to send data to a regional data warehouse to support regional traveler information purposes including a web site and 511 traveler information telephone service. The regional data warehouse is currently under development by the University of Central Florida via the Florida Department of Transportation."**

"The traffic monitoring software running on the central data server will monitor each tag's travel as it passes along the Expressway and will calculate the time required for the tag to travel between reader sites. From travel times calculated, average travel times and speeds on the roadway segments can be determined. The data server will encrypt transponder numbers and include software firewalls to prevent data from being linked back to the transponder owner, thereby ensuring the privacy of the motoring public. Travel time information will be available to Authority and regional transportation incident management personnel for assessment of traffic operations and determination of incidents or other impediments requiring emergency assistance. This will be accomplished with client software that operates on existing Authority or TMC desktops that communicates with the OOCEA Data Server. The software will display traffic conditions on a map of Authority expressways as well as provide complete access to real-time and archived data. A map will also be displayed on a regional Internet web site, with regular updates approximately every minute, for access by the public."

B. Authority Requirements that will require changes to the software

Estimate of work to be done on the software before the Authority can use it:

The TransGuide Traffic Data Collection Software was developed with recognized industry accepted standards and protocols for communication and interfaces that are compatible with the existing Authority ITS infrastructure. This minimizes software transfer and operations issues. The TransGuide System Deployment project, which includes the development and integration of the Data Collection system, requires detailed project documentation. Of those documents, the following documents are readily available from TxDOT.

- System Design Document – describes the purpose of the system, the operational concept and the system objectives
- System Users Manual – provides a summary of the software application and a description of the software for each function.
- Version Description Document – describes the software components and the tools and procedures required to install and generate an executable version of the software.

The TransGuide system must be ported to the OOCEA Data Server. This requires some change to the current system. However, if the same operating system and data base are utilized these changes are of very low risk. The system will also have to be setup to interface with the OOCEA's Electronic Toll Collection System to acquire toll transaction data. These modifications are more substantial and will require support from experts that are familiar with the software and have experience in modifying it. Also, the system will be modified to accept data from supplemental readers; however, since the TransGuide System is currently receiving data from AVI Reader field sites (field readers provided by Amtech), the modification to interface with OOCEA's supplemental readers is minor.

III. The advantage of a sole source procurement with the Southwest Research Institute

A. Description of Southwest Research Institute (SwRI)

Southwest Research Institute has been developing automated systems providing innovative and cost effective solutions to transportation problems for over twenty years. Possessing a broad base of experience and capabilities in electronic, automation and communication technologies, SwRI is well qualified to design and implement Intelligent Transportation Systems (ITS).

SwRI is an independent, nonprofit, applied engineering and physical sciences research and development organization with 13 technical divisions that use multidisciplinary approaches to problem solving. The institute occupies 1,200 acres in San Antonio, Texas and provides two million square feet of laboratories, test facilities, workshops, and offices in a campus setting for more than 2,500 employees.

SwRI is a recognized leader in applied computer science and systems engineering. SwRI develops customized, high-quality software to meet industrial and governmental needs.

SwRI is independent of any commercial or government organization. SwRI provides services based solely on client's program requirements. The Institute assigns all patent rights from inventions and provides all technical information resulting from contract research to the client. With its multidisciplinary

capabilities, the Institute offers a diverse set of technical skills ranging from software development to hardware engineering, including:

- System Integration – staff members use diverse educational technological, and systems backgrounds to perform timely, on-site integration of complex systems.
- Software Engineering – SwRI engineers are well versed in current software technologies, using a highly structured development methodology to provide program implementation on time and within budget.
- Communications Engineering - Design and implement both wired and wireless communications networks.
- Computer Vision – SwRI Staff are experienced in electro-optics, sensors, and image processing. They also design and implement monitoring, control, and measurement applications.

B. Southwest Research Institute's Unique Qualifying Experience

Southwest Research Institute (SwRI) developed the TransGuide software for TxDOT. Further, SwRI ported the software for the Georgia 400 and modified it for their use very successfully. They have also supported the Georgia 400 staff over the first year of operations. Because SwRI has been so successful in its development and equally importantly the porting and modification of the system to fit an other user, it appears that it would be very advantageous to the OOCEA to consider the option of awarding a contract to SwRI to port the TransGuide software to the OOCEA server, modify the system to fully meet OOCEA's needs and provide standby software maintenance over the first year of use. SwRI suggests (based on similar work done for the Georgia State Tollway Authority) that a nominal budget for maintenance and technology transfer be considered, with the bulk of the budget used at the beginning of the implementation process for technology transfer to OOCEA IT Staff and related issues. The operation of the software ported to the Georgia State Tollway Authority has had minimal support requirements and is currently managed by in-house IT staff.

SwRI's relevant project experience includes:

- Serves TxDOT as the software maintenance contractor for the Trans Guide System.
- Developed Advanced Traffic Management System (ATMS) control center software.
- Established a "smart-tag" probe system to determine travel speeds along major arterials and freeways
- SwRI has ported and modified this software for the Georgia 400 Toll-Road
- SwRI is highly recommended by its customers (Georgia 400 and TxDOT) and has performed their work professionally, inexpensively and to their client's satisfaction

IV. Summary

The PBS&J study defined the practical scope of available and feasible software that would support the Phase I ITS initiatives. In doing so, the study also defined the spectrum of software integration vendors with experience with this technology. Our analysis has shown that given the selection of the TransGuide System, which is recommended by the PBSJ study and concurred to by the OOCEA ITS Steering Committee, the best selection for a system integration contractor would be SwRI. They have direct and recent experience in performing the tasks required to develop the system as well as knowledge of the system that is available nowhere else. Further, our analysis indicates that they are offering their services at a fair and competitive price.

The TxDOT license agreement waives any monetary fee associated with the use of the license. SwRI has indicated an approximate price of \$100K to tailor the TransGuide Data Collection Software for use by the Authority. This indicated price was based on the cost to port the TransGuide system to Georgia 400 that occurred two years ago. If the Authority decided to port the software to a different hardware platform, operating system, and database or add additional functionality not supported in the existing software, then additional configuration fees are anticipated. SwRI noted that the TransGuide AVI software has had minimal maintenance support requirements. The implementation experience at the Georgia 400 Tollway Authority suggests that maintenance cost should not exceed \$40K for the first year, with the bulk of the budget being used for technology transfer. The maintenance cost for the following years would be substantially less or, OOCEA's IT unit could take over the maintenance as has been done by Georgia 400.

- The cost estimate to port the software and customize the code to perform the majority of Authority specific requirements and implement the system is comparable to the work performed for Georgia 400 at \$100,000. This is not a formal price proposal and the actual cost would be worked out based on specific work items defined by the Authority. The activities contemplated are: port the system to the OOCEA Data server, configure software to calculate travel times according to route-specific parameters, mapping, web site interface, other data paths to other regional agencies, and the data fusion algorithm.
- The cost of first year maintenance is estimated at \$40,000.
- The current system operates with a "Sybase RDB", or a relational database developed by the computer software company Sybase. If the Authority would like that converted to "Oracle" or an SQL (Structured Query Language) database, it would add an unknown additional cost. This is not needed, as the software will operate on its own server. The data required from the Electronic Toll Collection System will be exported and transmitted to the TransGuide Data Base.

Because of the information presented above, we recommend that the OOCEA dispense with a competitive bid process and enter into contract negotiations with the Southwest Research Institute to port and customize the TransGuide System for their use.