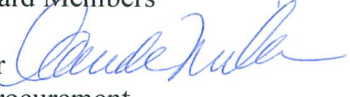


CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: March 24, 2015

RE: Approval of Supplemental Agreement No. 15-01
TransCore, LP, Allegro Transponder Replacement
System Hardware Maintenance (SHM-01)
Contract No. 000178

Board approval is requested for Supplemental Agreement No. 15-01 in the not-to-exceed amount of \$4,496,000.00 for the referenced transponder replacement work.

The Allegro transponder replacement is actually part of the toll system replacement project currently being negotiated between the Authority and TransCore; however, staff is recommending that the work be approved now under this supplemental agreement to provide the time necessary to complete the replacement of the transponders by the December 31, 2015, deadline set by the State. Staff anticipates that negotiations with TransCore for the toll system replacement contract will be completed and ready for Board review and approval at the May meeting. By approving the work now we are confident that the transponder replacement can be completed by the deadline even if the award of the toll system replacement contract is delayed beyond the May date.

Once the new toll system replacement contract is executed, this Supplemental Agreement will be superseded and become null and void. All monies paid under the supplemental will be deducted from the total amount of the toll system replacement contract. The amount to be paid under the new contract will be capped at \$2.8 million.

The Allegro Transponder Replacement Project is one step in an ongoing effort by the Florida Interoperable Tolling Partners to move forward and facilitate National Tolling Interoperability as required by MAP 21, a Federal transportation authorization and funding bill. MAP-21 also requires that all Federal-aid highway toll facilities implement technologies or business practices that provide for the interoperability of electronic toll collection by October 1, 2016 (four years after the enactment of MAP-21's new tolling requirements).

Contract Amount:	\$5,947,862.57
Previous Adjustment	\$1,160,249.44
This Adjustment	<u>\$4,496,000.00</u>
New Contract Amount:	\$11,604,112.01

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction & Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Dave Wynne, Director of Toll Operations

**CFX PROJECT NO. SHM-01
SYSTEMS HARDWARE MAINTENANCE**

SUPPLEMENTAL AGREEMENT NO. 15-01

This Supplemental Agreement No. 15-01 ("Supplemental Agreement") is entered into this 9th day of April, 2015, by and between the Central Florida Expressway Authority ("Authority") and TransCore, L.P. ("Contractor").

WITNESSETH:

WHEREAS, the Authority and the Contractor on July 22, 2004, entered into an agreement ("Base Contract") whereby the Authority retained the Contractor to provide maintenance services for the toll collection system hardware designed by the Authority as Project No. SHM-01; and

WHEREAS, the Authority and the Contractor on July 1, 2009, renewed the Base Contract for an additional two year period through July 21, 2011; and,

WHEREAS, the Authority and the Contractor on April 1, 2011, renewed the Base Contract for an additional two year period through July 21, 2013; and,

WHEREAS, the Authority and the Contractor on April 24, 2013, renewed the Base Contract for an additional two year period through July 21, 2015; and,

WHEREAS, the Authority has determined it necessary for the Contractor to replace the Authority's existing Allegro hard case transponders with transponders containing SeGo protocol.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Contractor shall perform the Work in accordance with the attached Exhibit A, Scope of Services. The total cost shall not exceed \$4,496,000.00 as detailed in the attached Exhibit B, Fee Proposal, which shall make a total maximum compensation to the Contractor, including previously approved amendments, of \$11,604,112.01 for all materials and services required under the renewal as supplemented hereby.

All provisions of the Base Contract renewal shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the renewal, and any supplements made previously thereto, the provisions of this Supplemental Agreement shall take precedence.

It is the parties intent that this Supplemental Agreement will be suspended and become null and void upon full execution of Contract No. 001021, Toll System Upgrade. All monies paid under this Supplemental Agreement will be deducted from the total amount of Contract No. 001021.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed, in triplicate, on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Approved as to form and execution, only

By: _____
General Counsel

TRANSCORE, L.P.

By: _____

Print Name: _____

Title: _____

Attest: _____

Title: _____

Exhibit A
Scope of Services
Allegro Transponder Replacement Program

Overview

The purpose of the transponder replacement program is to remove all hard case Allegro toll transponders from CFX's customer base and replace them with toll transponders that contain the SeGo protocol, which will align with similar efforts of other Florida toll agencies (FTE & Lee County) moving to meet the federal mandate of national interoperability by 2016. The overriding objective throughout this effort is to ensure that the needs of both CFX and CFX's customers are at the forefront of every decision. The replacement approach needs to reach this objective in a timely and well organized manner with minimal impact to CFX's customers and zero disruption of CFX's current service.

TransCore's Responsibilities

TransCore will provide all transponders, labor, facilities, equipment, supplies, materials and postage needed to facilitate the project in a timely fashion by the current deadline of December 31, 2015 while using best practices based on their prior experience in transponder swap programs.

TransCore will allow CFX customers to choose between a portable transponder or the sticker transponder.

TransCore will work directly with CFX to ensure the web interface text meets CFX requirements.

TransCore will provide a program-specific website that will be modified to mimic the look of the E-PASS website.

TransCore will verify all addresses through the United States Postal Service's (USPS) National Change of Address (NCOA) database to ensure that any forwarding addresses are updated accordingly prior to a replacement transponder kit being mailed out.

TransCore will employ Spanish-speaking customer service agents that will be able to handle CFX customer phone calls in both English and Spanish.

TransCore will ensure they use best practices in obtaining the lowest possible postage costs for this project.

TransCore fully understands that all data provided, generated, or viewed by TransCore remains the property of CFX. TransCore will not utilize any CFX data for any other purpose than administering the transponder replacement, commercial or otherwise, unless specifically authorized by CFX.

TransCore will ensure only authorized employees will be allowed access to CFX's data to ensure confidentiality, privacy, and security.

TransCore will ensure that all customer service agents undergo a criminal background check and a drug screen prior to employment with TransCore.

CFX's Responsibilities

CFX will provide TransCore with an initial file of all account holders' current addresses in possession of an Allegro transponder and the corresponding Allegro transponder IDs.

CFX will provide the exact information needed within the file and also establish the data sharing methodology and timing.

CFX will work with its E-PASS customer's prior to the active notification period to ensure updated address information is obtained.

Schedule

TransCore will completely replace the estimated 220,000 Allegro transponders throughout Central Florida within a 6-month period. Current proposed schedule is listed below but may be adjusted by CFX staff as needed based on discussion and input provided by TransCore.

Notice To Proceed – April 13, 2015

Call/Fulfillment Center Opens – July 6, 2015

Initial Customer Notification – July 6, 2015 through August 31, 2015

Initial Customer Deadline – September 30, 2015

Last Chance Customer Notification – October 1, 2015 through October 31, 2015

Final Customer Deadline – November 30, 2015

Call/Fulfillment Center Closes – December 31, 2015 (Provided all in house orders have been processed)

At the conclusion of this period, the call and fulfillment center will be closed and only the website will be available to activate transponders. The website will remain open for an additional 90 days from the time the call center closes (365 days from NTP)

Exhibit B
Fee Proposal

Transponders Portable (200,000)	\$3,000,000.00
Transponders Sticker (18,000)	\$ 141,660.00
Transponders Bumper (2,000)	\$ 49,340.00
Distribution Fee (\$4.00/transponder)	\$ 880,000.00
<u>Postage</u>	<u>\$ 425,000.00</u>
Total	\$4,496,000.00*

*Costs are based on estimated quantities at this time and may change over the course of the project.